



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 7/10/23
FROM: Joseph Molnar
SUBJECT: MOU Fat Daddy's Façade Artifacts

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST: MOU allowing for Valerie Loew to make molds of the former Fat Daddy's façade artifacts.

Specifics: The RDC is in possession of façade artifacts of the former Fat Daddy's building that was authorized to be demolished in December 2018. Valerie Loew is a South Bend resident and artist who desires to use portions of the façade saved by the RDC for the purpose of casing molds for various art projects.

The attached MOU allows Ms. Loew to use the artifacts to create molds so long as no harm is done to the artifacts. Staff believes this is an opportunity to share the City's architectural history with a broader audience and aid a local artist.

City Staff recommends approval of the MOU.

INTERNAL USE ONLY: Project Code: _____;

Total Amount new/change (inc/dec) in budget: _____; Break down:

Costs: Engineering Amt: _____; Other Prof Serv Amt _____;

Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;

Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____

_____. Going to BPW for Contracting? Y/N

Is this item ready to encumber now? ____ Existing PO# _____ Inc/Dec \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

1400S County-City Building | 227 W. Jefferson Blvd. | South Bend, Indiana 46601 | p 574.235.9371 | f 574.235.9021 | www.southbendin.gov

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
SOUTH BEND REDEVELOPMENT COMMISSION
AND VALERIE LOEW**

This Memorandum of Understanding (this "Agreement") is made and executed between the South Bend Redevelopment Commission (the "Commission") and Valerie Loew (the "Artist"), an individual, on the 13th day of July 2023.

WHEREAS, in December 2018, the Commission authorized the demolition of a structure at the southwest corner of Michigan Street and Monroe Street in the City of South Bend (the "City"), commonly known as Fat Daddy's; and

WHEREAS, the Artist is a resident of the City and desires to use portions of the facade saved by the Commission, descriptions of which are attached as **Exhibit A** (the "Artifacts"), for the purpose of casting molds for a project; and

WHEREAS, the Commission has determined that allowing the Artist to temporarily use the Artifacts to create molds to replicate them for use in her creations is a valid public purpose and will generally serve the interests of the City's residents.

NOW, THEREFORE, the Commission and the Artist do hereby mutually agree as follows:

I. TERM

This Agreement shall be effective on July 13, 2023 and continue until July 1, 2028. The Commission reserves the right to terminate the Agreement within thirty (30) days' notice of termination to the Artist.

II. GENERAL TERMS

The Commission will allow the Artist to temporarily use the Artifacts to create molds to replicate them for use in her creations. The Artist shall return the Artifacts to the Commission upon completion of the molds. For the term of this Agreement, the Artist may re-request the temporary use the Artifacts as often as needed.

III. RESPONSIBILITIES OF THE COMMISSION

- a) The Commission authorizes Joseph Molnar of the Department of Redevelopment, or his designee, to work with the Artist with regard to the selection, receipt, and return of the Artifacts in accordance with the terms hereof.
- b) The Commission agrees to obey all applicable local, state, and federal laws and regulations pertaining to this transaction.

IV. RESPONSIBILITIES OF THE ARTIST

- a) The Artist agrees to work with Joseph Molnar or his designee to select and

- document the Artifacts.
- b) The Artist agrees to use reasonable care with the Artifacts during transport and storage and will not permanently alter or damage the Artifacts or allow anything to permanently alter or damage them while such Artifacts are in the Artist's care, custody, and control.
 - c) The Artist shall promptly return the Artifacts to Joseph Molnar or his designee upon completion of the creation of molds.
 - d) The Artist agrees to make exact replicas of the Artifacts and not to use or incorporate them in a manner that would reasonably be found offensive to the general public.
 - e) The Artist agrees to obey all applicable local, state, and federal laws and regulations.

V. ASSIGNMENT

Neither party may assign this Agreement without first obtaining written consent from the other party.

VI. ILLEGALITY

If any provision of this Agreement is found by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected thereby, and in lieu of any provision that is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

VII. ENTIRE AGREEMENT

This document contains the entire agreement between the parties regarding the issue of the use of the Artifacts by the Artist and supersedes all prior negotiations, representations, or agreements, either written or oral, regarding the sole issue of the use of the Artifacts by the Artist. This Agreement shall not be amended or modified except by written instrument signed by both parties.

VIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Indiana and venue shall be in St. Joseph County, Indiana.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Vivian Sallie, Secretary

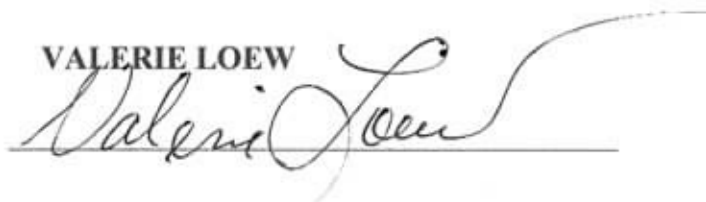
VALERIE LOEW


EXHIBIT A

Artifacts









