



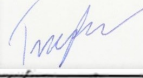
CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 06/25/2024

FROM: Joseph Molnar

SUBJECT: Parking License Agreement 2nd
Amendment


ATTEST: Vivian Stalder Pres/V-Pres
Secretary

Date: 6/27/2024

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST: Approval of Second Amendment to License Agreement for
Temporary Parking

Specifics: In February of 2018, the RDC and Hibberd Development LLC entered into a License Agreement for the use of the RDC owned parking lot at 322 S LAFAYETTE BLVD for the use of the businesses and residents of the Hibberd Building which Hibberd Development LLC renovated as apartments and retail shops. The developer has previously repaired, sealcoating, and re-striped the property, and the Commission in the First Amendment allowed the Company to offset the cost of such work against the License Fee.

The developer again desires to do similar work improving the current condition of the parking lot which is above and beyond the requirements in the License Agreement. In exchange for the repairs performed, this Second Amendment would abate the developer's payment of the License Fee until the cumulative amount is equal to the amount expended by the developer. The developer will provide RDC staff invoices of all work performed before commencement of the abatement of the License Fee.

Staff requests approval of the Second Amendment.

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 \$ _____

**SECOND AMENDMENT TO LICENSE AGREEMENT FOR
TEMPORARY PARKING**

This Second Amendment to License Agreement Temporary Parking (“Second Amendment”) is dated June 27, 2024 (the “Effective Date”), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the “Commission”), and Hibberd Development, LLC (the “Company”) (each a “Party” and collectively the “Parties”).

RECITALS

A. The Commission and the Company entered into a License Agreement for Temporary Parking dated February 22, 2018, and amended by a First Amendment on October 24, 2019 with regard to the Property; and

B. The Company has previously repaired, sealcoated, and re-striped the Property, and the Commission agreed to allow the Company to offset the cost of such repair, sealcoat, and re-stripe of the Property against the License Fee.

C. The Property is again in need of repair, sealcoating, and re-striping.

D. The Company again desires to repair, sealcoat, and re-stripe the Property, and the Commission has agreed to allow the Company to offset the cost of such repair, sealcoat, and re-stripe of the Property against the License Fee.

E. The Parties now wish to Amend the Agreement to memorialize the terms of the offset against the License Fee.

THEREFORE, in consideration of the mutual promises and obligations in this Second Amendment and the First Amendment and the Agreement, the adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

I. Section 4 of the Agreement shall be deleted in its entirety and replaced with the following:

License Fee. In consideration for the license granted in this Agreement, the Company will pay a monthly fee of Three Hundred Sixty Dollars (\$360.00), calculated as Twenty Dollars (\$20.00) per parking space per month (the “License Fee”). The License Fee shall be due on the first business day of each month during the Term of the Agreement (the “Due Date”). Notwithstanding the foregoing, the Parties agree that the Company has maintained the Property beyond the requirements of Section 5, below, by repairing the asphalt and re-sealing and re-striping the Property. In exchange for the Company performing repairs to the Property in the form of sealcoating, striping, and other parking lot maintenance tasks, the Commission agrees to abate the Company’s payment of the

License Fee until the cumulative amount abated is equal to the amount expended by the Company for the repairs under the terms of this Agreement. The Company will provide the Commission staff verified invoices of all work performed before commencement of the abatement of the License Fee.

2. Unless expressly modified by this Second Amendment, the terms and provisions of the Agreement and First Amendment remain in full force and effect.
3. Capitalized terms used in this Second Amendment will have the meanings set forth in the Agreement unless otherwise stated herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto hereby execute this Second Amendment effective as of the Effective Date.

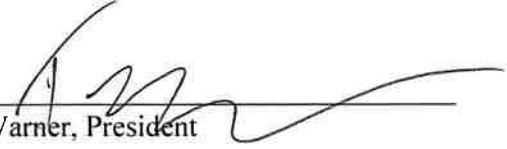
HIBBERD DEVELOPMENT LLC



By: _____
Mark W. Neal, Manager

Date: June 25, 2024

SOUTH BEND REDEVELOPMENT COMMISSION



Troy Warner, President

ATTEST:



Vivian G. Sallie, Secretary