



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS



January 13, 2026

Mr. Kevin Bohn
Fort Wayne Logistics, LLC
130 Tidewater Mannor
Hilton Head Island, SC 29926
kevin_bohn@mindfuledge.com

RE: Memorandum of Understanding

Dear Mr. Bohn:

At its January 13, 2026 meeting, the Board of Public Works approved the above referenced MOU for sidewalk construction.

Enclosed please find a copy of the Memorandum of Understanding for your records.

If you have any further questions, please call this office at (574) 235-9251.

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

SIDEWALK CONSTRUCTION AGREEMENT

This Sidewalk Construction Agreement (“Agreement”) is made effective the 13th day of January, 2026 by and between the **Fort Wayne Logistics, LLC.** (the “Owner”) and the City of South Bend, by and through its Board of Public Works, a municipal corporation existing under the laws of Indiana (the “City”), with offices located at 227 West Jefferson Boulevard, South Bend, Indiana 46601.

RECITALS

A. WHEREAS, pursuant to I.C. 36-9-6-2, the City Board of Public Works has supervisory authority over the City streets, alleys, sewers, public grounds, and other City ROW.

B. WHEREAS, pursuant to Chapter 18 of the Municipal Code of the City of South Bend (“Code”), the City 36-9-6-13, the City has the express authority to control and supervise sidewalks throughout the City.

C. WHEREAS, Section 18-35 of the Code outlines the duty of an abutting property owner to construct or repair a sidewalk bordering an owner’s property in a manner consistent with the Code at the sole expense of the property owner.

D. WHEREAS, the Owner holds fee title to the real property located at 6355 Edison Road South Bend, In 46628 (“Property”).

E. WHEREAS, upon review of the plans for the improvements proposed for the Property, the City advised Owner that a public sidewalk is required for the Property.

F. WHEREAS, the Property does not currently have a sidewalk, there is no sidewalk adjacent to the Property boundaries, and the nearest public sidewalk to the Property is located 1.5 miles to the east from the Property.

NOW, THEREFORE, in consideration of the obligations, terms and conditions contained herein, the adequacy of which the parties expressly acknowledge, Owner and the City agree as follows:

1. Recitals True. The above recitals are true.

2. Installation of a Sidewalk on the Property.

(a) The installation of a public sidewalk on the Property shall not be required unless and until a public sidewalk is installed on either of the properties that are contiguous to the Property’s boundaries (“Adjoining Properties”).

(b) The absence of a public sidewalk on the Property prior to the installation of a public sidewalk on one of the Adjoining Properties shall not be the basis for a

City regulatory authority to withhold any approval or permit that may be needed from the City during the course of construction or any final approval or permit, including a certificate of occupancy, at the conclusion of construction in order for the Owner to occupy.

(c) Owner shall bear the entire cost of installing a public sidewalk on the Property upon demand made by the City.

(d) Any public sidewalk installed on the Property by Owner shall be in conformance with City standards.

3. Reporting Requirements. If the City believes that all of the conditions precedent to the Owner's obligation to install a public sidewalk on the Property under this Agreement have been fulfilled, it shall provide written notice of such to the Owner.

4. Dispute Resolution. The Owner and the City shall use their best efforts to amicably and diligently resolve every controversy, question, claim, or dispute between them that arises out of this Agreement. In the event that the parties cannot fully resolve the dispute, the parties agree to use non-binding mediation by a mutually acceptable mediator to resolve the dispute.

5. Governing Law. This Agreement shall be deemed entered into in Indiana and shall be subject to the internal laws of the State of Indiana and any applicable federal law.

6. Legal Costs. The parties agree and stipulate that each party shall bear its own costs, expenses and attorneys' fees in relation to this Agreement.

7. Miscellaneous Provisions.

(a) Notice. Any notice required to be given pursuant to this Agreement shall be delivered to the appropriate party by Certified Mail Return Receipt Requested, or by overnight mail or courier service, to the following addresses:

If to the owner:

Fort Wayne Logistics, LLC.

130 Tidewater Manor
Hilton Head Island, SC 29926

If to the City:

City of South Bend, Department of Public Works
1316 County-City Building
227 W. Jefferson Boulevard
South Bend, Indiana 46601
Attn: Director of Public Works

with a copy to:

City of South Bend, Legal Department
1200 County-City Building
227 W. Jefferson Boulevard
South Bend, Indiana 46601
Attn: Corporation Counsel

A party may designate a different address for notification under this subsection by notifying the other parties of such change in writing.

- (b) ***Further Actions.*** Each party agrees to execute all documents and to take all actions reasonably necessary to comply with the provisions of this Agreement and its intent.
- (c) ***Waivers.*** No failure or delay by a party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term, or condition of this Agreement and no breach thereof shall be waived, altered or modified except by written instrument.
- (d) ***Captions.*** The captions for each section and subsection are intended for convenience only.
- (e) ***Severability.*** If any provision, or any portion of any provision, of this Agreement is found to be invalid or unenforceable, such unenforceable provision, or unenforceable portion of such provision, shall be deemed severed from the remainder of this Agreement and shall not cause the remainder of this Agreement to be invalid or unenforceable. If any provision, or any portion of any provision, of this Agreement is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

- (f) **Third Party Beneficiary.** This Agreement is exclusively for the benefit of the parties hereto. It may not be enforced by any party other than the parties to this Agreement, and shall not give rise to liability to any third party.
- (g) **Successors and Assigns.** The benefits and obligations of this Agreement shall inure to and be binding upon the parties hereto and their respective successors and assigns. The parties cannot assign their rights or obligations under this Agreement except with the written consent of the other parties.
- (h) **Modification.** Any change to or modification of this Agreement must be in writing signed by the parties to this Agreement.
- (i) **Entire Agreement.** This Agreement contains the entire understanding and agreement of the parties hereto and supersedes all other prior agreements and understandings, written or oral between the parties. There are no oral agreements.
- (j) **Preparation of Agreement.** This Agreement was drafted and entered into after careful review and upon the advice of competent counsel; it shall not be construed more strongly for or against any party.
- (k) **Execution.** This Agreement may be executed in counterparts, all of which taken together shall constitute one document.
- (l) **Authorization.** Each person signing for an entity warrants that he or she is duly authorized to do so.

(Fort Wayne Logistics, LLC.)



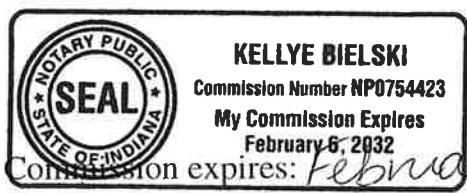
Kevin Bohn, Owner



STATE OF INDIANA)
) SS:
COUNTY OF ST JOSEPH)

Before me the undersigned, a Notary Public in and for said County and State, this
9th Day of December 2025 appeared to me Mr. Kevin Bohn, known to me to be,
respectively, the owner of Fort Wayne Logistics, LLC., the Grantor, and acknowledged the
execution of the foregoing Sidewalk Construction Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my
official seal.



Kellye Bielski
Kellye Bielski, Notary Public
Resident of Saint Joseph County,

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each
Social Security number in this document, unless required by law.

Prepared by:

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Murray L. Miller, Member



Abigail E. Magas, Member



Joseph R. Molnar, Vice President



Breana N. Micou, Member



Attest: Hillary R. Horvath, Clerk

Date: January 13, 2026

BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM

Date: 12/30/2025 Name: Charlie Brach Department of Public Works – Engineering Division
 BPW Date: 1/13/2026 Phone Extension: 9246

Required Prior to Submittal to Board		
BPW Attorney	<input checked="" type="checkbox"/>	Attorney Name _____
Dept. Attorney	<input type="checkbox"/>	Attorney Name _____
Purchasing	<input type="checkbox"/>	_____

Check the Appropriate Item Type – <i>Required for All Submissions</i>		
<input type="checkbox"/> Professional Services Agreement	<input 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"/> 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 checked="" type="checkbox"/> Other: <u>Sidewalk</u>		<input type="checkbox"/> Ease./Encroach

Construction MOU

Required Information		
Company or Vendor Name	Fort Wayne Logistics MOU	
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing	
MBE/WBE Contractor	<input type="checkbox"/> No	
Project Name	<input type="checkbox"/> MBE	
Project Number	<input type="checkbox"/> WBE	
Funding Source	Completed E-Verify Form Attached	
Account No.	_____	
Amount	_____	
Terms of Contract	_____	
Special Contract Provisions	_____	
Purpose/Description	Sidewalk construction MOU between the City and Fort Wayne Logistics to record and memorialize that they agree to construct sidewalk along their frontage when neighboring parcels develop and construct sidewalk or at any time the City deems it is appropriate.	

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