

Department of
Community Investment

Memorandum

March 24, 2015

TO: South Bend Redevelopment Commission
FROM: Brock Zeeb, Director of Economic Resources
SUBJECT: Surface Lot management extension

Attached is a temporary extension to the DTSB surface lot management agreement. The Commission entered into an agreement with DTSB on March 14, 2013. The agreement is set to expire at the end of March 2015.

Staff requests a temporary extension to the agreement while the City updates the parking agreement to include all City surface lots managed by DTSB.

The extension maintains the current management structure and extends the contract for 60 days.

Staff asks for Commission approval of the extension.



FIRST AMENDMENT TO TEMPORARY USE AND MANAGEMENT AGREEMENT

This First Amendment To Temporary Use And Management Agreement (the "First Amendment") is made and entered into effective March 26, 2015 (the "Effective Date"), by and between the City of South Bend, Indiana, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission ("Owner"), and Downtown South Bend, Inc., an Indiana non-profit corporation with offices at 217 South Michigan Street, South Bend, Indiana 46601 ("DTSB").

Background

A. Owner and DTSB entered into that certain Temporary Use And Management Agreement dated March 14, 2013 (the "Use Agreement"), regarding premises located at 225 Main Street and 121 St. Joseph Street, South Bend, Indiana; and

B. Owner and DTSB desire to amend certain terms and provisions of the Use Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Use Agreement and this First Amendment, and in accordance with Section 22 of the Use Agreement, the Use Agreement is hereby amended as follows:

1. Section 2 of the Use Agreement is deleted in its entirety and replaced with the following:

2. TERM

The term of this Agreement commences on April 1, 2013, and terminates on June 30, 2015. The Owner has an absolute right to terminate this Agreement, with or without cause, upon thirty (30) days' written notice of such termination to DTSB. The parties' rights and obligations relating to payments, accounting, and auditing will survive the termination of this Agreement until such matters are concluded in the ordinary course of business.

2. All terms and conditions of the Use Agreement will remain in full force and effect unless expressly modified by this First Amendment.

3. This First Amendment may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute one and the same instrument.

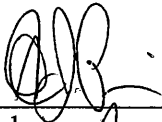
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Owner and DTSB have executed this First Amendment to be effective as of the Effective Date.

CITY OF SOUTH BEND, INDIANA,
DEPARTMENT OF REDEVELOPMENT,
BY AND THROUGH THE SOUTH BEND
REDEVELOPMENT COMMISSION

DOWNTOWN SOUTH BEND, INC.,
an Indiana non-profit corporation,

By: _____
Printed: _____
Title: _____

By:  _____
Printed: Aaron Perri
Title: Executive Director

ATTEST

By: _____
Printed: _____
Title: _____