



Department of
Community Investment

Memorandum

December 10, 2015

TO: South Bend Redevelopment Commission
FROM: Brock Zeeb, Economic Resources Director
SUBJECT: Project Agreement For Howard Park

This Project Agreement for Howard Park (Agreement) is a partnership between the City of South Bend's Redevelopment Commission and Parks Department. The Agreement is a joint effort between the Commission and Parks, for the demolition, design and engineering, and construction and equipping of a new ice rink facility at Howard Park.

In addition to the construction of a new ice rink at Howard Park, the Agreement allows the Department of Community Investment to have input in the Howard Park Master Planning process and all phases of any related construction, to ensure it conforms with the overall River East Development Area plan and complements investments made by the Commission.

Staff requests approval for a not-to-exceed amount of \$1,550,000 from the River East Development Area, to fund the demolition of the current ice rink and construction and equipping of a new ice rink at Howard Park.

PROJECT AGREEMENT
FOR HOWARD PARK

THIS PROJECT AGREEMENT (this "Agreement"), is entered into and made effective the 10th day of December, 2015 (the "Effective Date"), by and between the South Bend Department of Parks and Recreation, acting by and through the South Bend Board of Park Commissioners (the "Board"), and the South Bend Department of Redevelopment, acting by and through the South Bend Redevelopment Commission (the "Commission") (each a "Party" and collectively the "Parties").

RECITALS

A. The South Bend Department of Parks and Recreation is a department within the City of South Bend, Indiana (the "City"), a municipal corporation existing and operating pursuant to the laws of the State of Indiana, and the Board is its governing body.

B. The Commission exists and operates pursuant to the provisions of I.C. 36-7-14, as amended (the "Act") and is the governing body of the South Bend Department of Redevelopment.

C. The Board owns certain real property located within the City commonly known as Howard Park (the "Park").

D. In furtherance of its public purposes under the Act and to assist in redeveloping and revitalizing the Park, the Commission desires to provide tax increment finance revenues for capital improvements to the Park, and the Board desires to accept the same on the terms stated in this Agreement.

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

1. Funding. For capital improvements to the Park, the Commission will expend tax increment finance revenues of the River East Development Area (the "REDA") in an amount not to exceed One Million Five Hundred Fifty Thousand Dollars (\$1,550,000.00) (the "Funding Amount"). Specifically, the Funding Amount will be expended on the replacement of the Park's ice rink facility (the "Ice Rink"), which will include, without limitation, (a) the demolition and removal of existing infrastructure and materials, (b) the design and engineering of the new Ice Rink, and (c) the construction and equipping of the new Ice Rink (collectively, the "Project"), subject to the terms of this Agreement. In the event the necessary costs of the Project exceed the Funding Amount, the Board will pay any excess.

2. Design of Ice Rink. With the Board's concurrence, the Commission will select and hire an architect to design the new Ice Rink. The Commission and the Board will work together to assist the architect in designing the new Ice Rink. The Commission and the Board will agree on the final plans and specifications for the new Ice Rink before construction of the new Ice Rink commences.

3. Howard Park Master Plan. The Board anticipates adopting a new master plan for the Park (the "Master Plan"), including, without limitation, certain elements of the Park's layout and design. The City's Department of Community Investment ("DCI") will participate in and have input regarding the preparation of the proposed Master Plan (and any amendments thereto) and all phases of related construction.

4. Public Bidding. All labor, materials, and professional services associated with the Project will be procured in accordance with City policies and with all applicable federal, state, and local laws. In accordance with the Master Agency Agreement between the Board and the South Bend Board of Public Works, dated March 26, 2015, and the Master Agency Agreement between the Commission and the South Bend Board of Public Works, dated June 25, 2015, the South Bend Board of Public Works will serve as the agent of each Party in carrying out the Project.

5. Ownership and Maintenance. The new Ice Rink and all improvements constructed in the Park as part of the Project, including any personal property and fixtures of any description, will be the property of the Board. The Board will be responsible at all times for the maintenance, repair, and upkeep of the new Ice Rink and any other improvements constructed in the Park as part of the Project.

6. Communications. The Board appoints John Martinez, of the Department of Parks and Recreation, as its representative for sending and receiving communications between the Board and the Commission in connection with this Agreement and the Project. The Commission appoints Brock Zeeb, of the Department of Community Investment, as its representative for sending and receiving communications between the Board and the Commission in connection with this Agreement and the Project.

IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the Effective Date stated above.

[Signature page follows.]

SOUTH BEND BOARD OF PARK COMMISSIONERS

By: _____

Its: _____

Dated: _____

ATTEST:

By: _____

Its: _____

Dated: _____

SOUTH BEND REDEVELOPMENT COMMISSION

By: _____

Its: _____

Dated: _____

ATTEST:

By: _____

Its: _____

Dated: _____

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