

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH BEND,
INDIANA AND SOUTH BEND COMMUNITY TENNIS ASSOCIATION INC.**

This Memorandum of Understanding (“MOU”) sets forth the general understanding between the South Bend Community Tennis Association, Inc. (“SBCTA”) and the City of South Bend, Indiana, acting through its Board of Public Works and its Board of Park Commissioners (collectively referred to as the “City”) to pursue a shared interest in the improvement of Leeper Park Tennis Center (“Tennis Center”) through the redesign and renovation of the Tennis Center.

WHEREAS, Pursuant to I.C. 36-10-4-9, the City’s Board of Park Commissioners has the authority to acquire, lay out, and improve land for park purposes in the district and may equip, operate, maintain, and regulate the public use of that property;

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 for purposes of contracting and improving City property;

WHEREAS, SBCTA, is an Indiana non-profit company, organized with a purpose of creating awareness and opportunities for Michiana residents to get involved with tennis;

WHEREAS, SBCTA, in furtherance of celebrating the life of David Filer, desires to partner with the City for the redesign and renovation of Tennis Center;

WHEREAS, the City, and SBCTA agree that the planned project described below will enhance the South Bend community, increase opportunities to all residents to learn and enjoy the sport of tennis and promote tourism throughout South Bend.

NOW, THEREFORE, the City and SBCTA do hereby mutually agree as follows:

1) Project Scope

The planned improvements related to the Tennis Center include the resizing of the currently existing fourteen (14) tennis courts into thirteen (13) United States Tennis Association (“USTA”) sized double courts (the “Project”). The thirteen (13) new courts will be reconstructed and resurfaced according to USTA standards. The Project scope includes, but is not limited to the following:

a) Removal of existing asphalt and base materials, followed by replacement with one of the following options, which shall be selected by the City in its sole discretion:

- Option A: Post-tension concrete for both north and south courts
- Option B: Post-tension concrete for north courts and base binder and asphalt for south courts
- Option C: Base binder and asphalt for both north and south courts

b) Removal of existing net posts.

c) Layout and installation of posts, nets and center tie downs.

d) Removal of section of fence for access and replacement after completion.

e) Replacement of fences as needed.

f) Court surface painting, including the application of logos or sponsorships upon approval from the City.

2) Naming Rights

The courts at the Tennis Center shall be named A. David Filer V Tennis Courts.

Donors who pledged \$50K will receive name recognition on the court surface outside of the court regulations lines as approved by USTA. Those same donors will also receive recognition on the fence immediately behind the court. This recognition has a 5-year minimum duration. SBCTA has a record of donors and will confer with the City on finalizing the court recognition placement.

Donors of all levels will receive recognition on a permanent donor display on the west side of the Leeper Park Tennis Center. The City and SBCTA will collaborate on the final design. SBCTA has a record of donors and will confer with the City on the final level placement.

The donor display will acknowledge Albert “David” Filer V as the impetus for this fundraising campaign. The City recommends an additional display next to this donor display, sharing the impact he had on tennis and the significance of his loss.

3) Responsibilities of SBCTA.

- a) Provide approval to the conceptual design and specifications as prepared by City consultants.
- b) Contribute an amount no less than \$600,000 towards the Project. This \$600,000 shall be payable to the City prior to the notice to proceed issued by the City or no later than, June 2nd, 2025. Further it is understood that SBCTA's contribution is expected to increase by an additional \$200,000. However, it is understood amongst the parties that this additional \$200,000 is contingent upon United States Tennis Association's ("USTA") approval of final specifications. SBCTA shall be obligated to transfer any and all proceeds it receives from USTA related to the Project to the City within five (5) business days upon its receipt.

4) Responsibilities of the City.

- a) Select and directly contract with an engineering firm to prepare technical drawings and bid specifications attributable to the Project. The City agrees to let SBCTA review the drawings and specifications prior to soliciting bids.
- b) Provide project management, project oversight, and project inspection for the work performed under this MOU.
- c) Bid publicly all work contemplated under this MOU in accordance with Indiana Code 36, 1-12, et al. and City Ordinance Section 14.5 et al
- d) Maintain and operate the Tennis Facility upon completion of the Project. Maintenance shall include, but not limited to, court upkeep, daily removal of debris and puddles from court surfaces during the tennis season and/or during hours of operations, trash removal, and restroom cleaning.

4) Understanding Regarding Public Funds and Procurement Process

It is acknowledged that public funds will be utilized for this Project. As a condition precedent of the City advertising to bid the Project, SBCTA understands that the City will publicly bid the Project consistent with Indiana law and local ordinance. The City, acting through its Board of Public Works will award the Project to the lowest responsible and responsive bidder subject to budgetary restraints.

5) Commitment to Community Involvement and Engagement

The parties agree to foster active community involvement and engagement upon the completion of the Project in order to ensure public inclusion, awareness, and support.

7) Clubhouse Improvements as a Separate Project

It is understood by the parties hereto that any renovation to the Leeper Park clubhouse and any potential surrounding lighting upgrades will be separate from the Project.

8) Notice

All written notifications required hereunder must be sent via certified mail or overnight carrier to the addresses designated below:

South Bend Community Tennis Association, Inc.:

Attn:

Patty Schrock

4122 N Hickory Rd

Mishawaka, Indiana 46545

The City:

VPA Executive Director

201 South St. Louis Boulevard

South Bend, Indiana 46617

With a copy to:

Corporation Counsel

227 West Jefferson Boulevard

12th Floor

South Bend, Indiana 46601

9) MISCELLANEOUS

- a) The parties will coordinate public communication concerning the Project contemplated under this MOU. Each party shall provide notice and advance copy of press releases or public statements to the public relations office of the other parties in advance of public release.
- b) This MOU may be modified only by the written mutual consent of the authorized representative of the parties.
- c) This MOU shall be construed and governed according to the laws of the State of Indiana, and any disputes arising hereunder that cannot be resolved amicably as set forth herein shall be resolved exclusively in the State or Federal Courts seated in St. Joseph County, Indiana.
- d) In the event of any litigation, mediation, or arbitration among the parties regarding an alleged breach of this MOU, no party shall be entitled to any award of attorney's fees.
- e) Each undersigned person executing and delivering this MOU on behalf of a party represents and certifies that he or she is the duly authorized officer or representative of such party, that he or she has been fully empowered to execute and deliver this MOU on behalf of such party, and that all necessary action to execute and deliver this MOU has been taken by such party.
- f) Nothing in this MOU, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this MOU or any term, covenant, or condition hereof, as third-party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the parties herein.
- g) This document contains all of the agreements between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- h) If any provision of this MOU is found by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this MOU 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 MOU a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

- i) This MOU may be executed in counterparts, all of which shall be deemed originals.
- j) The parties may not assign rights or obligations under this MOU to any third party without obtaining the prior written consent of all parties to such assignment, which may be given or withheld in their respective sole discretion.

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

*** SIGNATURE PAGE FOLLOWS ***

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS**



Elizabeth A. Maradik, President



Gary A. Gilot, Member

Murray L. Miller, Member



Joseph R. Molnar, Vice President



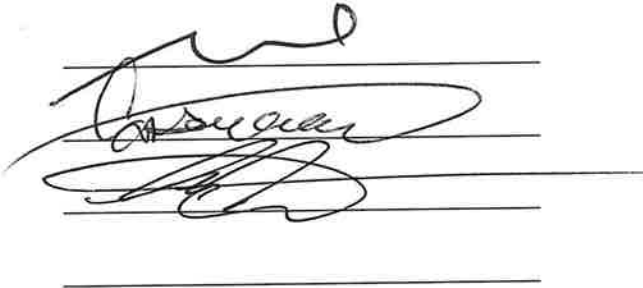
Breana Micou, Member



Attest: Theresa M. Heffner, Clerk

Date: June 10, 2025

City of South Bend Board of Park Commissioners:

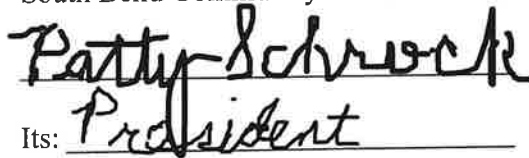


Board Clerk:



Date: June 16, 2025

South Bend Community Tennis Association, Inc.



President

Date: June 2, 2025

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date: 06/04/2025

Name: Lidya Abreha

Department of Public Works – Engineering Division

BPW Date: 06/10/2025

Phone Extension: 5961

Required Prior to Submittal to Board

BPW Attorney ☒ Attorney Name Michael Schmidt

Dept. Attorney ☐ Attorney Name _____

Purchasing ☐ Mickey Lovy

Check the Appropriate Item Type – Required for All Submissions

- | | | |
|--|--|---|
| <input type="checkbox"/> Professional Services Agreement | <input checked="" 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"/> Title Sheet |
| <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 type="checkbox"/> Other: | | <input type="checkbox"/> Ease./Encroach |

Required Information

Company or Vendor Name

New Vendor

☐ Yes ☐ If Yes, Approved by Purchasing

☐ No

MBE/WBE Contractor

☐ MBE

☐ WBE

Completed E-Verify Form Attached

☐ Yes

☐ No

Project Name

VPA Leeper Courts Reconstruction

Project Number

124-022 (PROJ00000529)

Funding Source

Parks & Recreation

Account No.

287-443001

Amount

Terms of Contract

Special Contract Provisions

Purpose/Description

Attached is the MOU between South Bend Community Tennis Association (SBCTA) and the City of South Bend, submitted for the Board of Public Work's approval.

For Change Orders Only

Amount of

☐

Increase

\$

☐

Decrease

(\$)

Previous Amount

\$

Increase

%

Current Percent of Change:

Decrease

(%)

New Amount

\$

Increase

%

Total Percent of Change:

Decrease

(%)

Time Extension Amount:

New Completion Date: