



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 4/28/22
FROM: Joseph Molnar, DCI Property Manager
SUBJECT: Temporary Use Agreement (400 W Sample St)

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST:

Specifics:

The Department of Community Investment is asking for the Board of Public Works to approve the temporary use agreement with M&M Promotions, LLC. for use of 400 West Sample South Bend, IN 46601.

The LLC had originally planned to hold a concert in Ignition Park on September 18, 2021, and then altered the agreement to hold the event on May 14, 2022. The LLC has again requested a date change to October 8, 2022. This date change has resulted in the necessity to use different lots in Ignition Park than was originally intended. These changes require a Second Amendment to the Use Agreement. Besides the date and location change, all other aspects of the original Agreement are in place. The use agreement would commence on 10/1/2022 and conclude on 10/15/2022.

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 \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

SECOND AMENDMENT TO LICENSE AGREEMENT FOR USE

This Second Amendment to License Agreement For Use (this “Second Amendment”) is dated April 28, 2022 (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 M & M Promotions, LLC (the “Company”) (each a “Party” and collectively the “Parties”).

RECITALS

A. The Commission and the Company entered into a License Agreement For Use dated January 18, 2021, as the same was amended by a First Amendment to the Agreement, dated August 12, 2021 (together, the “Agreement”), with regard to the Property; and

B. The Company desired temporary access to portions of the Commission Property during a ticketed public event occurring on May 14, 2022 (the “Event”),

C. The Parties now wish to amend the Agreement to change the date of the event and the location.

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

1. Recital A of the Agreement shall be deleted in its entirety and replaced with the following:

The Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the “City”), commonly known as 400 West Sample St., South Bend, IN 46601, as further described on Exhibit A (the “Commission Property”).

2. Recital B of the Agreement shall be deleted in its entirety and replaced with the following:

The Licensee desires temporary access to portions of the Commission Property during a ticketed public event occurring on October 8, 2022 (the “Event”).

3. Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:

Term and Termination. The Licensee’s license to use the Property shall be effective at 12:00 a.m. on October 1, 2022 and shall terminate at 11:59 p.m. on October 15, 2022 (the “Term”).

4. Exhibit A Property Description shall be deleted in its entirety and replaced with the Exhibit A attached hereto.

5. Exhibit B Property Map shall be deleted in its entirety and replaced with the Exhibit B attached hereto.

6. Exhibit C Event Layout Map shall be deleted in its entirety.

7. Unless expressly modified by this Second Amendment, the terms and provisions of the Agreement remain in full force and effect.

8. Capitalized terms used in this Second Amendment will have the meanings set forth in the Agreement unless otherwise stated herein.

9. Approval of the date change and the location change of the Event is subject to approval by the Special Event on Public Property Committee.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to License Agreement for Temporary Parking to be effective as of the Effective Date stated above.

M&M PROMOTIONS, LLC.

SOUTH BEND REDEVELOPMENT COMMISSION

Doug Michael, Partner

Marcia I. Jones, President

Steve Mihaljevic, Partner

ATTEST:

Troy Warner, Secretary

EXHIBIT A

Property Description

Tax Key No. 018-8021-0849

State Parcel ID: 71-08-14-276-002.000-026

Legal Description: Lot 5 Ignitions Park Major Sub Sec 2 15/16 NP#4562 07-01-2014

Commonly Known As: 400 West Sample St., South Bend, IN 46601

Tax Key No. 018-8021-084906

State Parcel ID: 71-08-14-226-001.000-026

Legal Description: Lot 6 Ignitions Park Major Sub Sec 2 15/16 NP#4562 07-01-2014

Commonly Known As: 400 West Sample St., South Bend, IN 46601

EXHIBIT B

Property Map

