



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

May 26, 2026

Mr. Mike Farkas
HGR Group, Inc.
mfarkas@hrgroupinc.com

RE: Long Term Occupancy Permit – 108 N. Main St.

Dear Mr. Farkas:

At its May 26, 2026 meeting, the Board of Public Works approved the Long-Term Occupancy Permit for 108 N. Main St. This permit will be valid from January 1, 2026 through September 30, 2026.

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk



Application and Permit

Long Term Occupancy of City Right-of-Way

Applicant: HGR Group, Inc. Date: 5/7/26

Applicant Address: 122 S. Michigan St., Ste 200, South Bend, IN 46601

Project Site Address: 108 N. Main St., South Bend, IN 46601

Note: Occupancy limited to street(s) immediately in front of construction site.

Nature and extent of Occupancy (e.g.: proposed construction activities, equipment proposed to occupy public right-of-way, construction deliveries, etc.):

Facade repairs - A sidewalk shed erected along the property on the sidewalk of Main & Washington for our facade work and the safety of residents from falling debris. Sidewalk shed went up in late January. Facade work will go on from May through September.

Duration of Occupancy: 1/30/26-9/30/26

Signature of Applicant: [Signature]

THE TERMS AND PROVISIONS OF CHAPTER 6, ARTICLE 5 and CHAPTER 18, ARTICLE 7, Sec 18-62 OF THE SOUTH BEND MUNICIPAL CODE ARE INCORPORATED HEREIN IN THEIR ENTIRETY. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN CANCELLATION OF THIS PERMIT.

THIS PERMIT SHALL BE CONDITIONED UPON THE EXECUTION AND FILING WITH THE BOARD OF PUBLIC WORKS OF A BOND IN AN AMOUNT APPROVED BY THE BOARD OF PUBLIC WORKS, CONDITIONED TO INDEMNIFY, SAVE AND KEEP HARMLESS THE CITY OF SOUTH BEND, INDIANA, FROM ANY AND ALL LOSS, EXPENSE, COST OR LIABILITY OF ANY KINDS WHATSOEVER WHICH THE CITY MAY SUFFER OR BE PUT TO FROM OR BY REASON OF ANY ACT OR THING DONE OR NEGLECT TO BE DONE, OR BY VIRTUE OF THE AUTHORITY GIVEN IN SUCH PERMIT.

TO BE COMPLETED BY CITY STAFF ONLY:

Bond/Fee Amount: \$ 58,000 / \$1,225 Date Bond/Fee Filed: 5/15/2026

- Compliance with CH 6, ART 5 and CH18, ART 7, Sec 18-62 of the South Bend Municipal Code
- Fee Paid Check has been received but is not being processed yet as HGR believes they have overestimated their time frame for occupancy. If their work ends and the sidewalk shed is removed sooner than 9/30/26, they will write us a new check based on the true occupancy length and check #24807 for \$1,225.00 will be voided and returned.

Date Issued: 5/26/2026 Issued By: Madeline Hostetler - permit Manager

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

<u>[Signature]</u> Elizabeth A. Maradik, President	<u>[Signature]</u> Joseph R. Molnar, Vice President
<u>[Signature]</u> Murray L. Miller, Member	<u>[Signature]</u> Breana N. Micou, Member
<u>[Signature]</u> Abigail E. Magas, Member	<u>[Signature]</u> Attest: Hillary R. Horvath, Clerk

Date: May 26, 2026

MERCHANTS
BONDING COMPANYTM

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

LICENSE AND PERMIT BOND
(CONTINUOUS)

Bond No. 101874698

KNOW ALL PERSONS BY THESE PRESENTS:

That we, HGR Consulting, Inc ,
of South Bend , State of Indiana , as Principal,
and Merchants National Bonding, Inc. , a corporation duly licensed to do business in the State of
Indiana , as Surety, are held and firmly bound unto
City of South Bend , Obligee, in the penal
sum of Fifty Eight Thousand Dollars (\$58,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed
Right of Way

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation
to be void, otherwise to remain in full force and effect for a period commencing on the 11th day of
May , 2026 , and ending upon cancellation by the Surety as specified herein.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the
Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee
named herein.

Dated this 11th day of May , 2026

HGR Consulting, Inc Principal

Countersigned (if required):

Harold Reinke Jr Principal

By: _____

Merchants National Bonding, Inc.

By [Signature]
Jeremy Crawford Attorney-in-Fact

MERCHANTS



BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jeremy Crawford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

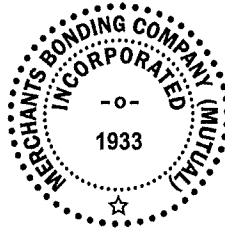
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

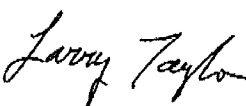
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of May, 2026.

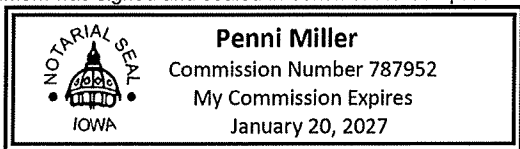


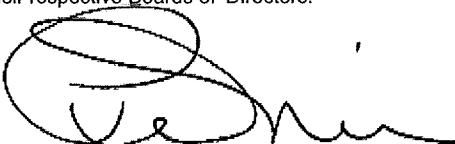
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of May, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

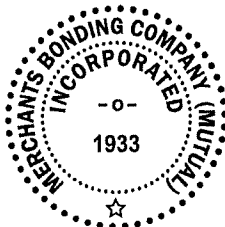



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of May, 2026.




Secretary