



SOUTH BEND COMMON COUNCIL

MEETING AGENDA

Monday, January 22, 2018

7:00 P.M.

1. **INVOCATION-JOHN P. WARREN- CHAIRMAN OF THE POKAGON BAND OF THE POTAWATOMI**
2. **PLEDGE TO THE FLAG**
3. **ROLL CALL**
4. **REPORT FROM THE SUB-COMMITTEE ON MINUTES**
5. **SPECIAL BUSINESS**
6. **REPORTS FROM CITY OFFICES- SUZANNA FRITZBERG, DEPUTY CHIEF OF STAFF**
7. **COMMITTEE OF THE WHOLE** **TIME: _____**

BILL NO.

89-17 PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING CHAPTER 21 OF THE SOUTH BEND MUNICIPAL CODE, ARTICLE 3 COMMERCIAL / MIXED USE DISTRICTS TO REVISE PERMITTED USES AND DEVELOPMENT STANDARDS.

01-18 PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA AMENDING CHAPTER 2 (ADMINISTRATION) AND CHAPTER 6 (BUILDING) OF THE SOUTH BEND MUNICIPAL CODE, BY REMOVING ZONING ADMINISTRATION AND AREA BOARD OF ZONING APPEALS FROM THE RESPONSIBILITIES OF THE BUILDING DEPARTMENT AND REMOVING ASSOCIATED FEES.

02-18 PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO PAY FOR CERTAIN CAPITAL PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS, AND ALL MATTERS RELATED THERETO

[03-18](#) PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROPRIATING THE PROCEEDS OF THE CITY OF SOUTH BEND GENERAL OBLIGATION BONDS, SERIES 2018.

8. **BILLS ON THIRD READING**

TIME: _____

BILL NO.

[89-17](#) THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING CHAPTER 21 OF THE SOUTH BEND MUNICIPAL CODE, ARTICLE 3 COMMERCIAL / MIXED USE DISTRICTS TO REVISE PERMITTED USES AND DEVELOPMENT STANDARDS.

[01-18](#) THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA AMENDING CHAPTER 2 (ADMINISTRATION) AND CHAPTER 6 (BUILDING) OF THE SOUTH BEND MUNICIPAL CODE, BY REMOVING ZONING ADMINISTRATION AND AREA BOARD OF ZONING APPEALS FROM THE RESPONSIBILITIES OF THE BUILDING DEPARTMENT AND REMOVING ASSOCIATED FEES.

[02-18](#) THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO PAY FOR CERTAIN CAPITAL PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS, AND ALL MATTERS RELATED THERETO

[03-18](#) THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROPRIATING THE PROCEEDS OF THE CITY OF SOUTH BEND GENERAL OBLIGATION BONDS, SERIES 2018.

9. **RESOLUTIONS**

BILL NO.

[18-02](#) A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, RESCINDING RESOLUTION NO. 4663-17 AND APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY

OF INDIANAPOLIS, INDIANA, ACTING THROUGH THE INDIANAPOLIS
FIRE DEPARTMENT, AND THE CITY OF SOUTH BEND, INDIANA,
REGARDING INDIANA TASK FORCE ONE

10. **BILLS ON FIRST READING**

BILL NO.

06-18 FIRST READING ON AN ORDINANCE TO VACATE THE FOLLOWING
DESCRIBED PROPERTIES: STREET VACATION – WESTERN AVENUE
FROM FRANCES STREET EAST 241 FEET +/- TO PARRY STREET, THE
FIRST NORTH/SOUTH ALLEY EAST OF FRANCES STREET, BETWEEN
WESTERN AVENUE ON THE NORTH TO THE FIRST EAST/WEST ALLEY
SOUTH OF WESTERN AVENUE, SOUTH BEND, INDIANA

11. **UNFINISHED BUSINESS**

12. **NEW BUSINESS**

13. **PRIVILEGE OF THE FLOOR**

14. **ADJOURNMENT**

TIME: _____

Notice for Hearing and Sight Impaired Persons
Auxiliary Aid Or Other Services Are Available Upon Request At No Charge.
Please Give Reasonable Advance Request When Possible.

In the interest of providing greater public access and to promote greater transparency, the South Bend Common Council agenda has been translated into Spanish. All agendas are available online from the Council's website, and also in paper format in the Office of the City Clerk, 4th Floor County-City Building. Reasonable efforts have been taken to provide an accurate translation of the text of the agenda, however, the official text is the English version. Any discrepancies which may be created in the translation, are not binding. Such translations do not create any right or benefit, substantive or procedural, enforceable at law or equity by a party against the Common Council or the City of South Bend, Indiana.



OFFICE OF THE CITY CLERK

KAREEMAH FOWLER, CITY CLERK

MEMORANDUM

TO: MEMBERS OF THE COMMON COUNCIL
FROM: KAREEMAH FOWLER, CITY CLERK
DATE: JANUARY 18, 2018
SUBJECT: COMMITTEE MEETING NOTICE

The following Common Council Committee Meetings have been scheduled for **MONDAY, JANUARY 22, 2018:**

Council Informal Meeting Room
4th Floor County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601

- 3:30 P.M.** **BOARD OF FINANCE MEETING** **TBA**
1. Annual Board of Finance Meeting where the South Bend Common Council convenes as a local Board of Finance to elect its officers
- 3:50 P.M.** **PERSONNEL & FINANCE** **KAREN L. WHITE, CHAIRPERSON**
1. [Bill No. 02-18](#)- Authorizing The Issuance of General Obligation Bonds
2. [Bill No. 03-18](#)- Appropriating of Bonds, Series 2018
- 4:00 P.M.** **HEALTH & PUBLIC SAFETY** **JO M. BRODEN, CHAIRPERSON**
1. [Bill No. 18-02](#)- Rescinding Resolution No. 4663-17: Indiana Task Force One MOA Approval
- 4:10 P.M.** **ZONING & ANNEXATION** **OLIVER J. DAVIS, CHAIRPERSON**
1. [Bill No. 89-17](#)- Mixed Use District Zoning Text Amendments
2. [Bill No. 01-18](#)- Transfer of Zoning Related Responsibilities

Council President Tim Scott has called an **Informal Meeting** of the Council which will commence immediately after the adjournment of the Zoning and Annexation Committee Meeting.

- INFORMAL MEETING OF THE COMMON COUNCIL** **TIM SCOTT, PRESIDENT**
1. Discussion of Council Agenda
 2. Update and Announcements
 3. Adjournment

cc: Mayor Pete Buttigieg
Committee Meeting List
News Media

NOTICE FOR HEARING AND SIGHT IMPAIRED PERSONS
Auxiliary Aid or Other Services may be Available upon Request at No Charge.
Please give Reasonable Advance Request when Possible

455 County-City Building • 227 W. Jefferson Boulevard • South Bend, Indiana 46601
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JENNIFER M. COFFMAN
CHIEF DEPUTY
DIRECTOR OF OPERATIONS

BIANCA L. TIRADO
DEPUTY CLERK
DIRECTOR OF POLICY

JOSEPH R. MOLNAR
ORDINANCE VIOLATIONS
BUREAU CLERK



2018 COMMON COUNCIL STANDING COMMITTEES (Rev. 01-3-18)

COMMUNITY INVESTMENT COMMITTEE

Oversees the various activities of the Department of Community Investment. This Committee reviews all real and personal tax abatement requests and works closely with the Business Development Team.

Gavin Ferlic, Chairperson

Regina Williams-Preston, Vice-Chairperson

Oliver J. Davis, Member

Randy Kelly, Member

COMMUNITY RELATIONS COMMITTEE

Oversees the various activities of the Engagement and Economic Empowerment, Neighborhood Development, and Community Resources Teams within the City's Department of CI and is charged with facilitating partnerships and ongoing communications with other public and private entities operating within the City.

Regina Williams-Preston, Chairperson

Randy Kelly, Vice-Chairperson

Gavin Ferlic, Member

Karen L. White, Member

COUNCIL RULES COMMITTEE

Oversees the regulations governing the overall operation of the Common Council, as well as all matters of public trust. Its duties are set forth in detail in Section 2-10.1 of the *South Bend Municipal Code*.

Dr. David Varner, Chairperson

Tim Scott, Member

Gavin Ferlic, Member

Karen L. White, Member

HEALTH AND PUBLIC SAFETY COMMITTEE

Oversees the various activities performed by the Fire and Police Departments, EMS, Department of Code Enforcement, ordinance violations, and related health and public safety matters.

Jo M. Broden, Chairperson

John Voorde, Vice-Chairperson

Oliver J. Davis, Member

Karen L. White, Member

INFORMATION AND TECHNOLOGY COMMITTEE- Innovation

Oversees the various activities of the City's Department of Innovation, which includes the Divisions of Information Technology and 311 so that the City of South Bend remains competitive and on the cutting edge of developments in this area. Reviewing and proposing upgrades to computer systems and web sites, developing availability and access to GIS data and related technologies are just some of its many activities.

Tim Scott, Chairperson

Gavin Ferlic, Vice-Chairperson

Dr. David Varner, Member

Randy Kelly, Member

PARC COMMITTEE- Venues Parks and Arts (Parks, Recreation, Cultural Arts & Entertainment)

Oversees the various activities of the Century Center, College Football Hall of Fame, Four Winds Stadium, Morris Performing Arts Center, Studebaker National Museum, South Bend Regional Museum of Art, Potawatomi Zoo, My SB Trails, DTSB relations, and the many recreational and leisure activities offered by the Department of Venues Parks and Arts.

Randy Kelly, Chairperson

Dr. David Varner, Vice-Chairperson

Oliver J. Davis, Member

John Voorde, Member



2018 COMMON COUNCIL STANDING COMMITTEES (Rev. 01-3-18)

PERSONNEL AND FINANCE COMMITTEE

Oversees the activities performed by the Department of Administration and Finance, and reviews all proposed salaries, budgets, appropriations and other fiscal matters, as well as personnel policies, health benefits and related matters.

Karen L. White, Chairperson
Gavin Ferlic, Vice-Chairperson

Regina Williams-Preston, Member
John Voorde, Member

PUBLIC WORKS AND PROPERTY VACATION COMMITTEE

Oversees the various activities performed by the Building Department, the Department of Public Works and related public works and property vacation issues.

John Voorde, Chairperson
Randy Kelly, Vice-Chairperson

Jo M. Broden, Member
Gavin Ferlic, Member

RESIDENTIAL NEIGHBORHOODS COMMITTEE

Oversees the various activities and issues related to neighborhood development and enhancement.

Karen L. White, Chairperson
Jo M. Broden, Vice-Chairperson

Regina Williams-Preston, Member
John Voorde, Member

UTILITIES COMMITTEE

Oversees the activities of all enterprise entities including but not limited to the Bureau of Waterworks, Bureau of Sewers and all related matters.

Dr. David Varner, Chairperson
Oliver J. Davis, Vice-Chairperson

Randy Kelly, Member
Regina Williams-Preston, Member

ZONING AND ANNEXATION COMMITTEE

Oversees the activities related to the Board of Zoning Appeals, recommendations from the Area Plan Commission and the Historic Preservation Commission, as well as all related matters addressing annexation and zoning.

Oliver J. Davis, Chairperson
John Voorde, Vice-Chairperson

Gavin Ferlic, Member
Jo M. Broden, Member

SUB-COMMITTEE ON MINUTES

Reviews the minutes prepared by the Office of the City Clerk of the regular, special and informal meetings of the Common Council and makes a recommendation on their approval/modification to the Council

Tim Scott
Dr. David Varner



2018 COMMON COUNCIL STANDING COMMITTEES (Rev.01-3-18)

TIM SCOTT, 1ST District Council Member

President

Information and Technology, Chairperson

Council Rules Committee, Member
Sub-Committee on Minutes, Member

REGINA WILLIAMS-PRESTON 2ND District Council Member

Community Relations Committee, Chairperson
Community Investment Committee, Vice-Chairperson

Residential Neighborhood Committee, Member
Personnel & Finance Committee, Member
Utilities Committee, Member

RANDY KELLY, 3RD District Council Member

PARC Committee, Chairperson

Community Relations Committee, Vice Chairperson
Public Works & Property Vacation, Vice Chair

Community Investment Committee, Member
Information & Technology Committee, Member
Utilities Committee, Member

JO M. BRODEN, 4TH District Council Member

Health and Public Safety Committee, Chairperson
Residential Neighborhood Committee, Vice-Chairperson

Public Works & Property Vacation, Member
Zoning & Annexation Committee, Member

DR. DAVID VARNER, 5TH District Council Member

Utilities Committee, Chairperson
Council Rules Committee, Chairperson
PARC Committee, Vice-Chairperson

Information & Technology Committee, Member
Sub-Committee on Minutes, Member

OLIVER J. DAVIS, 6TH District Council Member

Vice President

Zoning & Annexation Committee, Chairperson
Utilities Committee, Vice-Chairperson

Community Investment Committee, Member
Health & Public Safety Committee, Member
PARC Committee, Member

GAVIN FERLIC, AT LARGE Council Member

Chairperson, Committee of the Whole

Community Investment Committee, Chairperson
Information & Technology Committee, Vice-Chairperson
Personnel & Finance Committee, Vice-Chairperson

Community Relations Committee, Member
Public Works & Property Vacation, Member
Zoning & Annexation Committee, Member
Council Rules Committee, Member

KAREN L. WHITE, AT LARGE Council Member

Residential Neighborhood Committee, Chairperson
Personnel & Finance Committee, Chairperson

Community Relations Committee, Member
Council Rules Committee, Member
Health & Public Safety Committee, Member

JOHN VOORDE, AT LARGE Council Member

Public Works & Property Vacation, Chairperson
Health and Public Safety, Vice-Chairperson
Zoning & Annexation Committee, Vice-Chairperson

Residential Neighborhood Committee, Member
PARC Committee, Member
Personnel & Finance Committee, Member



BILL NO. 89-17

City of South Bend Common Council

441 County-City Building • 227 W. Jefferson Blvd
South Bend, Indiana 46601-1830

Filed in Clerk's Office

DEC 05 2017

KAREEMAH FOWLER
CITY CLERK, SOUTH BEND, IN
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Tim Scott
President

Oliver Davis
Vice-President

Gavin Ferlic
Chairperson, Committee
of the Whole

Tim Scott
First District

Regina Williams Preston
Second District

Randy Kelly
Third District

Jo M. Broden
Fourth District

David Varner
Fifth District

Oliver Davis
Sixth District

Gavin Ferlic
At Large

John Voorde
At Large

Karen White
At Large

November 30, 2017

South Bend Common Council
4th Floor, County-City Building
South Bend, IN 46601

Re: Proposed Mixed Use District Zoning Text Amendments

Dear Council Members:

I am filing the attached proposed ordinance with the Office of the City Clerk. The ordinance proposes text amendments to the Zoning Chapter 21 of the *South Bend Municipal Code* to revise permitted uses and development standards for the MU Mixed Use District. These changes will better support reinvestment in our mixed-use neighborhood centers and traditional pedestrian-oriented design.

These zoning concepts were discussed at the Zoning & Annexation Committee meetings held on August 28, September 25, November 13, and November 27. For procedural purposes, which is required by our *Municipal Code* and Indiana Code § 36-7-4-607, these proposed zoning text amendments are being initiated by the Common Council.

The proposed ordinances would have first reading by the Common Council on December 11. Thank you for your consideration.

Sincerely,

Jo M. Broden
South Bend Common Council
Council Member, 4th District

John Voorde
South Bend Common Council
Council Member At Large

Attachment

cc: Larry Magliozzi, Executive Director, Area Plan Commission
Angela Smith, Deputy Director, Area Plan Commission
Michael Divita, Planner, South Bend Community Investment

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,
INDIANA, AMENDING CHAPTER 21 OF THE SOUTH BEND MUNICIPAL CODE,
ARTICLE 3 COMMERCIAL / MIXED USE DISTRICTS
TO REVISE PERMITTED USES AND DEVELOPMENT STANDARDS

STATEMENT OF PURPOSE AND INTENT

The Common Council of the City of South Bend, Indiana, adopted a new zoning ordinance that went into effect on May 7, 2004. Experience in using the Ordinance's provisions for the MU Mixed Use District has shown that development in this district frequently requires the use of variances even to complete projects consistent with the neighborhood context. This ordinance revises uses and development standards to better support the development of mixed-use urban neighborhood centers and traditional pedestrian-oriented design.

NOW THEREFORE BE IT ORDAINED by the Common Council of the City of South Bend, Indiana as follows:

SECTION I. Chapter 21, Zoning, of the *South Bend Municipal Code*, Article 3 Commercial / Mixed Use Districts, Section 21-03.02 MU Mixed Use District, is hereby deleted and replaced with a new Section 21-03.02 as follows:

Section 21-03.02 MU Mixed Use District.

Intent - The MU Mixed Use *District* is established to promote the development of a dense urban neighborhood center environment. The regulations are intended to encourage all the elements of a traditional neighborhood center, including: storefront retail; professional offices; and *dwelling units* located either in townhouse developments or in the upper stories or rear of mixed-use *buildings*. The *development standards* in this *district* are designed to: encourage a pedestrian oriented design throughout the *district*; and, maintain an appropriate pedestrian scale, massing and relationship between *buildings* and *structures* within the *district*.

(a) Permitted Uses.

(1) *Primary Uses.*

(A) Clothing Service: Including but not limited to: Costume Rental; Dressmaking; Dry Cleaning and Laundry Establishment; Millinery (Fabric) Shop; Self-service Laundry; Shoe Repair Shop; Tailor and Pressing Shop; Tuxedo Rental.

(B) Educational Uses: Including but not limited to: *Child Care Center*; *Child Care Ministry*; *Cottage School*; Public Library; School – Commercial, Trade or Business.

- (C) Food Sales and Service: Including but not limited to: Bakery – Retail; *Cabaret – Family*; Convenience Store; Dairy Bar – Retail; Delicatessen; Farmers Market; Grocery; Ice Cream Store – Retail; *Manufacturing Retailers*; *Restaurant – Fast Food* (without drive-in or drive-through); *Restaurant – Family*; *Restaurant – Family, with Lounge*; Yogurt Store – Retail.
- (D) Governmental Use: Including but not limited to: Governmental Offices; Post Office – without outside parking of delivery vehicles.
- (E) Miscellaneous: Including but not limited to: *Bed & Breakfast*; Bus Station; Clinic (medical, dental or optometrists); *Cottage Business / Residential*; Electrical / Electronics Repair.
- (F) Office / Professional Services: Including but not limited to: Architect; Artist; Bank Machines - Walk-up; Construction Companies (office only); Consultant; Contractors (office only); Dentist; Design Services; Engineer; Financial Institution; Insurance Agent; Lawyer; Musician; Physician; Pharmacist; Photographic Studio; Professional Offices; Real Estate Office; Travel Agency.
- (G) Personal Service: Including but not limited to: Barber Shop; Beauty Shop.
- (H) Public Facilities: Including but not limited to: Community Center; Funeral Home; Mortuary; *Neighborhood Recycling Collection Point*; Public or Private *Park – Active or Passive*; *Religious Use*. (Ord. No. 9653-06)
- (I) Recreation: Including but not limited to: Aerobics Studio; Banquet Hall; Dance Studio; Fraternal Organization; Gymnastics Studio; Lodge; Private Club; Social Club; Theater – Indoor. (Ord. No. 9760-07)
- (J) Residential: Including but not limited to: *Dwelling Unit* – upper level; *Dwelling Unit* – first floor with business; *Multifamily Dwelling*; *Two Family Dwelling* (see Section 21-03.02 (b) (13) for applicable *development standards*).
- (K) Retail: Including but not limited to: Antique Shop; Apparel Shop; Art Gallery; Arts and Craft Store; Bicycle Sales and Service; Camera Store; Card Shop; Clock Shop; Coin and Stamp Shop; Computer Store; Drug Store; Flower Shop; Frame Shop; Gift Shop; Hobby Shop; Toy or Game Shop; Jewelry Store; Music Store; Newsdealer; Shoe Store; Stationery and Book Store; Video Store.

* = Controlled Use. See Section 21-08.02 – Special Regulations for Controlled Uses for additional requirements.

(2) *Special Exception Uses.*

- (A) Food Sales and Service: Including but not limited to: *Bar **; *Cabaret – 21 and Over **; *Nightclub **; *Restaurant – Drive In*; *Restaurant – Drive Through*; *Tavern **.
- (B) Government Use: Including but not limited to: Fire Station; Municipal / State Road Maintenance Facility; Police Station; Post Office – with outside parking of delivery vehicles.
- (C) Miscellaneous: Including but not limited to: *Artificial Lake*; *Conference Center*; *Motel*.
- (D) Public Facilities: Including but not limited to: Cemetery – with or without Crematory, Funeral Home, Mausoleum or Mortuary; *Parking Garage*; *Parking Lot – Commercial*. (Ord. No. 9653-06)
- (E) Recreation: Including but not limited to: *Amusement Arcade **; *Billiard Hall **; *Country Club*; *Fairgrounds*; *Golf Course*; *Golf Driving Range*; *Swimming Pool - private or public*. (Ord. No. 9760-07)
- (F) Residential: Including but not limited to: *Group Residences*; *One (1) Single Family Dwelling*. (Ord. No. 10451-16)
- (G) Retail: Including but not limited to: *Liquor Store*; *Tobacco Store*.
- (H) Utilities: Including but not limited to: *Electricity Relay Station*; *Public Utility Substation*; *Pumping Stations*; *Water Towers*.

* = *Controlled Use*. See Section 21-08.02 – Special Regulations for Controlled Uses for additional requirements.

- (3) *Accessory Uses* – See Section 21-03.11 (a) – Accessory Uses, Buildings and Structures.
- (4) *Temporary Uses* – See Section 21-03.11 (b) – Temporary Uses, Buildings and Structures.
- (5) *Home Occupations* – See Section 21-03.11 (c) – Home Occupations.

(b) *Development Standards.*

- (1) *Minimum Lot Width and Frontage* - each lot shall have a minimum lot width and frontage on a public street of 25 feet.

(2) *Yards and Building Setbacks.*

- (A) Front - a *front yard* and *building setback* measured from the greater of the *proposed right-of-way* or existing *right-of-way* shall be provided as follows:

	<u>Minimum</u>	<u>Maximum</u>
<i>Limited Access Highway:</i>	50'	NA
All other <i>Streets:</i>	5'	12'

Provided, however, on all *streets* except *limited access highways*, *building* placement shall be in compliance with the following regulations:

- i. For sites containing one *building* – in elevation view from the *street frontage*, at least fifty (50) percent of the length of the *façade* of the *building* facing a *street* shall be located at or between the *minimum setback* and the *maximum setback*;
 - ii. For sites containing multiple *buildings* – in elevation view from the *street frontage*, at least fifty (50) percent of the visible *façades* of the *buildings* facing a *street* shall be located at or between the *minimum setback* and the *maximum setback*; and,
 - iii. *Parking areas* and *interior access drives* shall not be located in front of a line five (5) feet behind the *front building line*. If the *lot* does not have a *building*, *parking areas* and *interior access drives* shall have a *minimum front setback* of twelve (12) feet. If a *parking area* or *interior access drive* is located less than seventeen (17) feet from the *front lot line*, it shall be screened by a compact row of shrubs/hedge plants planted three feet on-center (3' o.c.) immediately behind the *front building line*. Shrubs shall be at least twenty-four inches (24") at time of planting and shall be maintained at a maximum height of thirty-six inches (36").
- (B) *Minimum Side Yard and Setback* – The *minimum side yard* and *setback* shall be as follows:
- i. *Minimum Side Yard* – zero (0) feet, provided, however, if a *side yard* is provided along a *side lot line* not abutting an *alley*, such *setback* shall not be less than five (5) feet.
 - ii. *Minimum Side Residential Bufferyard* – five (5) feet.

(C) *Minimum Rear Yard and Setback* – The *minimum rear yard* and *setback* shall be as follows:

- i. *Minimum Rear Yard* – five (5) feet.
- ii. *Minimum Rear Residential Bufferyard* – fifteen (15) feet when not separated from a *residential use* by a *public alley*. If separated from a *residential use* by a *public alley*, no *rear residential bufferyard* is required, but the *minimum rear yard* requirement shall apply.

(3) Use of *Minimum Yards* and *Residential Bufferyards*.

All *minimum yards* and *residential bufferyards* shall be landscaped in compliance with the requirements for perimeter *yard* landscaping as set forth in Section 21-07.01 – Landscape Regulations of this Ordinance and shall remain free from *structures* except where expressly permitted below:

(A) *Minimum Front Yards* –

- i. along *limited access highways* – may include: *parking areas*, *loading areas*, *interior access drives*, or *interior access driveways*, provided that no portion of such area may be located closer to the *right-of-way* than fifteen (15) feet; or *signs* as regulated by Section 21-07.03 – Sign Regulations of this Ordinance, and shall otherwise be maintained as *open space* free from *buildings* or *structures*.
- ii. along all other *streets* – may include: *driveways* or *signs* as regulated by Section 21-07.03 – Sign Regulations of this Ordinance, and shall otherwise be maintained as *open space* free from *buildings* or *structures*.

(B) *Minimum Side and Rear Yards* – may include *driveways*, *interior access driveways*, *parking areas*, *loading areas*, *walkways* or other pedestrian way connections to adjoining *lots*, provided that the remainder of said *yards* shall be maintained as *open space* free from *buildings* or *structures*.

(C) *Minimum Side and Rear Residential Bufferyards* – may include *driveway* connections to adjoining *lots*, or *walkways* or other pedestrian way connections to adjoining *lots*, provided that the remainder of said *yards* shall otherwise be maintained as *open space* free from *buildings* or *structures*.

- (4) *Building Height.*
 - (A) *Minimum Front Façade Height* – in the elevation view from the *street frontage*, eighteen (18) feet.
 - (B) *Maximum Building Height* – Forty (40) feet; not to exceed three (3) stories.
- (5) *Landscaping* – See Section 21-07.01 – Landscape Regulations.
- (6) *Lighting* – See Section 21-07.02 – Lighting Regulations.
- (7) *Signs* – See Section 21-07.03 – Sign Regulations.
- (8) *Parking* – See Section 21-07.04 – Off-Street Parking Regulations.
- (9) *Loading* – See Section 21-07.05 – Off-Street Loading Regulations.
- (10) *Greenway Connection Required* – If the *lot* abuts any portion of a *greenway*, a direct linkage from the *project* to such *greenway* shall be provided.
- (11) *Outdoor Operations* – All uses and operations (except *off-street parking*, *off-street loading* and delivery and walk-up customer service windows) shall be conducted completely within enclosed *buildings*, except where expressly permitted below:
 - (A) *Outdoor seating* for restaurants, provided that such outdoor seating:
 - i. shall not be located in any *street right-of-way* except as permitted by the Board of Public Works; and,
 - ii. shall not block an entrance or exit to or from the business or *building* or conflict with Americans with Disabilities Act standards.
 - (B) *Outdoor display* or sales of merchandise:
 - i. shall not be located in any *street right-of-way* except as permitted by the Board of Public Works;
 - ii. shall not block an entrance or exit to or from the business or *building* or conflict with Americans with Disabilities Act standards;
 - iii. shall not exceed ten percent (10%) of the *gross floor area* of each non-related and separately operated use;

- iv. shall be permitted only during the hours of operation of the business and shall be removed at the close of each business day; and,
 - v. shall be merchandise normally found within the on-premise business. (Ord. No. 9653-06)
- (C) Walk-up customer service windows or Automated Teller Machines (ATM's), provided that such facilities are not free-standing and are set flush with the *façade* of the *building*.
- (D) Vending machines, provided that vending machines:
- i. shall abut the exterior wall of the *building*; and,
 - ii. shall not be located in a required *yard* or required *residential bufferyard*.
- (12) Building Design and Orientation.
- (A) Orientation.
- i. Primary *façades* shall be oriented to the *front lot line*. When on a *corner lot*, the primary *façade* shall be oriented to the primary *street* and the design of the primary *façade* shall extend a minimum of ten (10) feet along the secondary *street*.
 - ii. The primary *building* entrance shall be located on the *front façade*.
- (B) Articulation and Activation.
- i. *Front façades* at least one hundred twenty (120) feet in length should be designed to look like more than one *building*. For *buildings* that are one hundred twenty (120) feet or longer, no section of the *front façade* longer than sixty (60) feet may look like one *building*.
 - ii. For commercial and mixed-use *buildings*, the minimum *front façade* surface that shall be glazed (window and door surface area) is as follows:
 - a. Ground floor *front façade* surface along a primary *street* – seventy (70) percent;
 - b. Ground floor *front façade* surface along a secondary *street* – twelve and one-half (12.5) percent;

- c. Upper floor *front façade* surface – twelve and one-half (12.5) percent.

The ground floor *front façade* glazing is calculated based on the total *façade* area between two (2) and eight (8) feet above *grade*. The upper floor *front façade* surface area is calculated based on the total surface area located between the elevation of any floor to the elevation of the floor above it or the elevation of the roof. Windows and doors shall have clear (untinted) glass and shall be open to the interior (not faux).

- iii. A *walkway* shall connect from the *sidewalk* to the primary entrance.

(C) *Building Materials.*

- i. Additions to Existing *Buildings*: All additions to existing *buildings* shall utilize *building materials* that are compatible and harmonious with the materials used on the existing *building*.
- ii. Exterior Renovations, Major Additions and *Accessory Buildings*: Exterior renovations, major additions and *accessory buildings* to existing *buildings* or facilities are encouraged to comply with the provisions in sub-Section (iii), below, for new construction, however, the minimum requirement for exterior renovations, major additions and accessory buildings shall be the same as in sub-Section (i), above, for additions to existing *buildings*.
- iii. New Construction: In order to create variation and interest in the built environment, all new primary *buildings* shall comply with one (1) of the following two (2) sets of architectural regulations regarding *building material* and architectural features on each *front façade*:
 - a. All brick or stone (limestone, granite, etc.), excluding window, display window, door, roofing, fascia and soffit materials, provided that the brick or stone used on each applicable *façade* shall include at least two (2) architectural elements (e.g., quoins, pilasters, soldier courses, lintels, friezes, cornices, dentils, architraves, etc.); or,
 - b. Two (2) or more *building materials* (excluding window, display window, door and roofing materials), provided:

1. *Primary Building Material*: The primary *building material* shall be either: brick; stone (limestone, granite, etc.); synthetic equivalents of brick or stone; architectural pre-cast concrete, if the surface looks like brick or stone; traditional stucco; or fiber cement, and shall constitute a minimum of sixty-six (66) percent of each applicable *façade* excluding glazed surfaces. Exterior insulation and finish system (E.I.F.S.) or equivalent; vinyl; or standard, fluted, or split face concrete masonry units (CMUs) are prohibited as a primary *building material*.
2. *Secondary Building Material*: The secondary *building material* shall constitute a minimum of ten (10) percent of the *façade* excluding glazed surfaces. Glass curtain wall may qualify as a secondary *building material*.
3. *Architectural Features*: In addition, the exterior *building material* selection shall be supplemented with the use of multiple colors or architectural elements (e.g., quoins, pilasters, soldier courses, lintels, friezes, cornices, dentils, architraves, etc.) on each *front façade*.

iv. *Building materials* used on the *front façade* shall extend a minimum depth of sixteen (16) inches along the *side façade* as measured from the face of the *front façade*.

(D) Mechanical Equipment – HVAC equipment shall not be placed in the *front yard* or on the *front façade*.

(13) *Development Standards for Two Family Dwellings.*

Notwithstanding anything in this MU *District* to the contrary, a *two family dwelling* shall be subject to the applicable *development standards* of the SF2 *District*.

SECTION II. This Ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

Member of the Common Council

Attest:

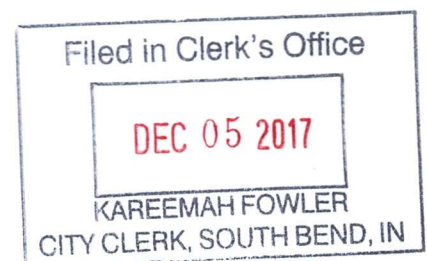
City Clerk

Presented by me to the Mayor of the City of South Bend, Indiana on the _____ day of _____, 2_____, at _____ o'clock _____. m.

City Clerk

Approved and signed by me on the _____ day of _____, 2_____, at _____ o'clock _____. m.

Mayor, City of South Bend, Indiana





LAWRENCE P. MAGLIOZZI
EXECUTIVE DIRECTOR

Angela M. Smith
Deputy Director

AREA PLAN COMMISSION OF ST. JOSEPH COUNTY, IN

227 W. JEFFERSON BLVD., ROOM 1140 COUNTY-CITY BUILDING, SOUTH BEND, INDIANA 46601 (574) 235-9571

Wednesday, January 17, 2018

The Honorable Council of the City of South Bend
4th Floor, County-City Building
South Bend, IN 46601

RE: An ordinance of the Common Council of the City of South Bend, Indiana, amending Chapter 21 of the South Bend Municipal Code, Article 3 Commercial / Mixed Use Districts to revise Permitted Uses and Development Standards - APC# 2855-17.

Dear Council Members:

I hereby Certify that the above referenced ordinance of The Honorable Common Council was legally advertised on January 4, 2018 and that the Area Plan Commission at its public hearing on January 16, 2018 took the following action:

Upon a motion by Robert Hawley, being seconded by John Leszczynski and unanimously carried, a proposed ordinance of the Common Council of the City of South Bend, Indiana, amending Chapter 21 of the South Bend Municipal Code, Article 3 Commercial / Mixed Use Districts to revise Permitted Uses and Development Standards, is sent to the Common Council with a FAVORABLE recommendation. Updating the MU Mixed Use District to better reflect the intent and application of the pedestrian-oriented district within the urban context will simplify development and strengthen the mixed-use neighborhood centers.

PLEASE NOTE that the Ordinance has been amended by the petitioner and is different than that used for the Common Council's first reading. The amended Ordinance was legally advertised and heard by the Area Plan Commission.

The deliberations of the Area Plan Commission and points considered in arriving at the above decision are shown in the minutes of the public hearing, and will be forwarded to you at a later date to be made a part of this report.

Sincerely,

A handwritten signature in black ink that reads 'L. P. Magliozzi'.

Lawrence P. Magliozzi

Attachment



AREA PLAN COMMISSION OF ST. JOSEPH COUNTY, IN

LAWRENCE P. MAGLIOZZI
EXECUTIVE DIRECTOR

Angela M. Smith
Deputy Director

227 W. JEFFERSON BLVD., ROOM 1140 COUNTY-CITY BUILDING, SOUTH BEND, INDIANA 46601 (574) 235-9571

January 16, 2018

Honorable South Bend Common Council
4th Floor, County-City Building
South Bend, IN 46601

RE: Bill #89-17
Rezoning: APC#2855-17

Dear Council Members:

The Area Plan Commission held a public hearing on January 16, 2018 for the above reference petition. This petition is set for public hearing before the Common Council on Monday, January 22, 2018.

Ordinance & Petition Amendments:

The following changes were made to the Ordinance:

- Hotel was added as a permitted use (consistent with historical interpretations)
- Replace "Lot Frontage" requirements with "Project Frontage"
- Minimum front setback was reduced to 0'
- Removed additional development standards for Two-family dwellings

Public Hearing Summary:

There was no one present to speak in favor or opposition to the petition.

If you have any further questions, please feel free to contact me at (574) 235-9571.

Sincerely,

A handwritten signature in black ink that reads "Angela M. Smith". The signature is written in a cursive, flowing style.

Angela M. Smith
Deputy Director

CC: Bob Palmer

Staff Report

1/5/2018

APC # 2855-17
Owner: The Honorable Common Council
Location: TEXT AMENDMENT
Jurisdiction: City of South Bend
Public Hearing Date: 1/16/2018

Requested Action:

The petitioner is requesting a text amendment to repeal and replace Section 21-03.02 MU Mixed Use District.

Staff Comments:

Since its adoption in 2004, experience has shown that development in the MU Mixed Use district frequently requires the use of variances and special exception use approvals, even to complete projects consistent with the neighborhood context. This ordinance revises uses and development standards to better support the development of the mixed-use urban neighborhood centers and traditional pedestrian-oriented design. Because the changes involve so many subsections within the chapter, the staff suggesting a replacement chapter. Some of the changes include allowing private clubs and lodges as permitted uses, changing to a minimum project frontage instead of lot frontage in order to allow for integrated developments, reducing setbacks, eliminating plaza requirements, decreasing the minimum height, and updating the architectural standards to better reflect the desired urban design appropriate for the district.

Recommendation:

Based on information available prior to the public hearing, the staff recommends sending this petition to the Common Council with a favorable recommendation.

Analysis:

Updating the MU Mixed Use District to better reflect the intent and application of the pedestrian-oriented district within the urban context will simplify development and strengthen the mixed-use neighborhood centers.



ST. JOSEPH COUNTY
CITY OF SOUTH BEND

BUILDING DEPARTMENT



Filed in Clerk's Office
DEC 22 2017
KAREEMAH FOWLER
CITY CLERK, SOUTH BEND, IN

December 19, 2017

Mr. Tim Scott
President, South Bend Common Council
227 W. Jefferson Blvd., Suite 400 S
South Bend, Indiana 46601

RE: AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING CHAPTER 2 (ADMINISTRATION) AND CHAPTER 6 (BUILDING) OF THE SOUTH BEND MUNICIPAL CODE, BY REMOVING ZONING ADMINISTRATION AND AREA BOARD OF ZONING APPEALS FROM THE RESPONSIBILITIES OF THE BUILDING DEPARTMENT AND REMOVING ASSOCIATED FEES

Dear President Scott:

Attached for filing, please find the above-referenced ordinance to be considered by the Common Council at its January 8, 2018 meeting. This ordinance amends Chapters 2 and 6 of the South Bend Municipal Code to reflect the transfer of zoning-related responsibilities formerly vested with the Building Department to the Area Planning Department of St. Joseph County.

Specifically, the Building Department will no longer be chiefly responsible for the enforcement of the City's Zoning Ordinance, nor administration of Zoning Ordinance functions and the Area Board of Zoning Appeals. This ordinance rescinds those responsibilities from the Municipal Code's list of Building Department functions, along with certain fees associated with those functions.

I will be presenting this ordinance to the Common Council. Your favorable consideration is requested. Please do not hesitate to contact me if you need additional information.

Sincerely,

Charles Bulot, Building Commissioner
Building Department

BILL NO.01-18

ORDINANCE NO. _____

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,
INDIANA AMENDING CHAPTER 2 (ADMINISTRATION) AND CHAPTER 6
(BUILDING) OF THE SOUTH BEND MUNICIPAL CODE, BY REMOVING ZONING
ADMINISTRATION AND AREA BOARD OF ZONING APPEALS FROM THE
RESPONSIBILITIES OF THE BUILDING DEPARTMENT AND REMOVING
ASSOCIATED FEES.**

STATEMENT OF PURPOSE AND INTENT

Historically the Building Commissioner has also served as the Zoning Administrator for the City of South Bend, with the Building Department providing the appropriate staff functions associated with these responsibilities. Throughout the State, these responsibilities are usually assigned to the planning staff. The Building Department and Area Plan Commission staffs have worked closely to establish a process and timeline by which these responsibilities will transfer to the Area Plan Commission on January 1, 2018.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of South Bend, Indiana as follows:

SECTION I. Chapter 2, (Administration), Article 4, (Executive Departments), Section 2-13 (Departments established) of the South Bend Municipal Code is amended at subsection (B) (9) to read as follows:

(9) Building Department:

- (e) — ~~Zoning inspection and enforcement;~~
- (d) — ~~Board of Zoning Appeals administrative support;~~
- (e) (c) Building trade licensing/registration testing and enforcement.

SECTION II. Chapter 6, (Building), Article 1 (General Provisions), of the South Bend Municipal Code, is hereby amended at Section 6-4.1 to read as follows:

Sec. 6-4.1 Filing fees; improvement location permits and document Processing/preparation fees.

The fees levied by this section shall be paid prior to the issuance or acceptance by the

Building Commissioner of any ~~applications filed.~~ ~~petitions filed with the Board of Zoning Appeals.~~ ~~Improvement locations permits,~~ or written documents on zoning and uses as regulated by Chapter 21 of the South Bend Municipal Code. Document processing fees shall be paid prior to the issuance of documents, including, but not limited to verifying zoning, legal nonconforming uses, lots of records and rebuild letters.

(1) ~~Board of Zoning Appeals:~~

a. ~~Appeals and Variances..... \$85.00~~

b. ~~Special Exceptions \$300.00~~

c. ~~Each variance filed simultaneously with another variance or special exception \$45.00~~

(2) (1) ~~Improvement Location Permit Tent and Temporary Structures:~~

a. ~~First Term \$40.00~~

b. ~~Renewal \$45.00~~

(3) (2) ~~Document Processing/Preparation Fees:~~

a. ~~Zoning verification only \$30.00~~

b. ~~All Other Verification Documents \$50.00~~

(4) (3)

(5) (4)

(6) (5)

SECTION III. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor, retroactive to January 1, 2018.

Member of the Common Council

Attest:

City Clerk

Presented by me to the Mayor of the City of South Bend, Indiana on the _____ day of _____, 2_____, at _____ o'clock _____. m.

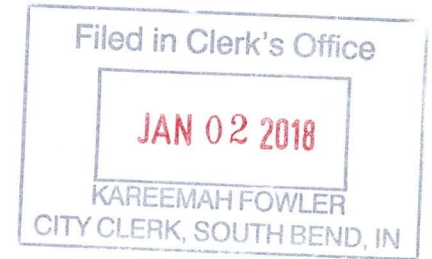
City Clerk

Approved and signed by me on the _____ day of _____, 2_____, at _____ o'clock _____. m.

Mayor, City of South Bend, Indiana



BILL NO. 02-18



CITY OF SOUTH BEND PETE BUTTIGIEG, MAYOR

DEPARTMENT OF ADMINISTRATION AND FINANCE

January 2, 2018

Mr. Tim Scott
President, South Bend Common Council
227 W. Jefferson Blvd., Suite 400 S
South Bend, Indiana 46601

RE: AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO PAY FOR CERTAIN CAPITAL PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS, AND ALL MATTERS RELATED THERETO

Dear Council President Scott:

Attached for filing, please find the above-referenced ordinance to be considered by the Common Council for first reading at its January 8, 2018 meeting, and for public hearing on January 22, 2018.

This ordinance authorizes the issuance of general obligation bonds for the purpose of providing the payment of costs and expenses for the construction of a new Fire Station 9 at the corner of Mishawaka Avenue and 21st Street, and the construction of an additional classroom building on the grounds of the Luther J. Taylor Sr. Fire Training Center.

Randy Rompola of Barnes & Thornburg LLP and Herschel Frierson of Crowe Horwath LLP will be presenting this ordinance to the Common Council, and I will be in attendance along with representatives of the South Bend Fire Department. Your favorable consideration is requested. Please do not hesitate to contact me if you need additional information.

Sincerely,

Jennifer Hockenhill, Controller
Department of Administration and Finance

Filed in Clerk's Office

JAN 02 2018

KAREEMAH FOWLER
CITY CLERK, SOUTH BEND, IN

Bill No. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO PAY FOR CERTAIN CAPITAL PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS, AND ALL MATTERS RELATED THERETO

STATEMENT OF PURPOSE AND INTENT

The Common Council (the "Council") of the City of South Bend, Indiana (the "City"), has considered undertaking (i) replacement of current Fire Station 9 with a newly constructed station at the corner of Mishawaka Avenue and 21st Street in the City which new station would be approximately 10,000 square feet and would house Engine 9, Medic 9, and Boat 2 and accommodate up to 7 assigned firefighters per day and (ii) construction of an additional classroom building on the grounds of the Luther J. Taylor Sr. Fire Training Center which proposed building would be an approximately 3,000 square foot building and would house a rugged, divisible classroom with capacity for 100 personnel and additional training props and storage areas (collectively, the "Projects") in the City. It would be of public utility and benefit and in the best interests of the City and its citizens to pay the costs of all or a portion of the Projects through the issuance of general obligation bonds of the City payable from a tax levied upon all of the taxable property of the City, as described herein, to the extent other revenues of the City are not available for such purpose, as more fully described herein.

The Council now deems it advisable to issue, pursuant to Ind. Code §36-4-6-19, Ind. Code § 6-1.1-20-1, *et. seq.*, and other applicable provisions of the Indiana Code (collectively, the "Act"), the "City of South Bend, Indiana, General Obligation Bonds, Series 2018" (the "Bonds"), in one (1) or more series (with an appropriate series designation for each such series), in the original principal amount of not to exceed Five Million Four Hundred Thirty Thousand Dollars (\$5,430,000) (the "Authorized Amount") for the purpose of providing for the funding of (i) all or a portion of the costs of the Projects, (ii) preliminary expenses related thereto and all incidental expenses incurred in connection therewith (all of which are deemed to be a part of the Projects), (iii) the costs of selling and issuing the Bonds, and (iv) a debt service reserve fund for the Bonds as provided herein. The original principal amount of the Bonds, together with the outstanding principal amount of previously issued bonds or other obligations which constitute a debt of the City, is no more than two percent (2%) of one-third (1/3) of the total net assessed valuation of the City. The amount of proceeds of the Bonds allocated to pay costs of the Projects,

together with estimated investment earnings thereon, does not exceed the cost of the Projects as estimated by the Council.

The Council now finds that all conditions precedent to the adoption of an Ordinance authorizing the issuance of the Bonds have been complied with in accordance with the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AS FOLLOWS:

SECTION I. Authorization for Bonds. In order to provide financing for the Projects and incidental expenses incurred in connection therewith and on account of the issuance of the Bonds, the City shall borrow money and issue the Bonds as herein authorized.

SECTION II. General Terms of Bonds. In order to procure said loan for such purposes, the Controller is hereby authorized and directed to have prepared and to issue and sell negotiable general obligation bonds of the City, in one or more series, in an amount not to exceed the Authorized Amount, to be designated "City of South Bend, Indiana, General Obligation Bonds, Series 2018" (with an appropriate additional series designation, if applicable) for the purpose of providing financing for the Projects and incidental expenses, such expenses to include without limitation all expenses of every kind incurred preliminarily to the funding of the Projects, and the costs of selling and issuing the Bonds. The final principal amount of the Bonds (not exceeding the Authorized Amount) shall be determined by the Controller of the City prior to the sale of the Bonds.

The Bonds shall be signed in the name of the City by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the Clerk of the City, who shall affix the seal of the City to each of the Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any Officer whose signature or facsimile signature appears on the Bonds shall cease to be such Officer before the delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such Officer had remained in office until delivery thereof. The Bonds shall also be authenticated by the manual signature of the Registrar (as hereinafter defined). Subject to the provisions of this Ordinance regarding the registration of the Bonds, the Bonds shall be fully negotiable instruments under the applicable laws of the State of Indiana.

The Bonds are, as to all the principal thereof and interest due thereon, general obligations of the City, payable from *ad valorem* property taxes on all taxable property within the City, to the extent other revenues of the City are not sufficient for such purpose as described in Section VIII hereof.

The Bonds shall be issued in fully registered form in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof (or such different denominations as the Controller shall determine prior to the sale of the Bonds), shall be numbered consecutively from 2018R-1 upward, and shall be originally dated as of their date of issuance. The Bonds shall bear interest payable semiannually on January 15 and July 15 of each year, beginning not earlier than July 15, 2018, at a rate or rates not exceeding six percent (6.00%) per annum (the exact rate or rates to be determined by bidding pursuant to Section 6 of this Ordinance). Interest shall be calculated on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months. The Bonds shall mature serially on January 15 and July 15 of each year, beginning on July 15, 2018, and ending not later than January 15, 2038, in such amounts as the

Controller, with the advice of the City's municipal advisor, shall determine prior to the sale of the Bonds.

All payments of interest on the Bonds shall be paid by check mailed one (1) business day prior to the interest payment date to the registered owners thereof as of the last day of the month preceding such month in which such interest payment date occurs at the addresses as they appear on the registration books kept by the Registrar (the "Registration Record"), or at such other address as is provided to the Paying Agent (as hereafter defined) in writing by such registered owner. All principal payments on the Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, in any coin or currency of the United States of America which on the date of such payment shall be legal tender for the payment of public and private debts.

Interest on Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such Bonds are authenticated after the last day of the month preceding the month in which such interest payment date occurs and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the last day of the month preceding the month in which the first interest payment date occurs, in which case they shall bear interest from the original date, until the principal shall be fully paid.

Each Bond shall be transferable or exchangeable only upon the Registration Record by the registered owner thereof in person, or by his attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the City, except for any tax or governmental charge required to be paid in connection therewith, which shall be payable by the person requesting such transfer or exchange. The City, the Registrar and the Paying Agent may treat and consider the persons in whose names such Bonds are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Registrar may authenticate a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the Bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the City and the Registrar, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the City and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The City and the Registrar may charge the owner of such Bond with their reasonable fees and expenses in this connection. Any Bond issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the City, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other Bonds issued hereunder.

SECTION III. Terms of Redemption. The Controller, upon consultation with the City's municipal advisor, may designate maturities of Bonds (or portion thereof in authorized denominations) that shall be subject to optional redemption and/or mandatory sinking fund redemption, and the corresponding redemption dates, amounts and prices (including premium, if any). Except as otherwise set forth in this Ordinance, the Controller, upon consultation with the City's municipal advisor, is hereby authorized and directed to determine the terms governing any such redemption.

Notice of redemption shall be mailed by first-class mail or by registered or certified mail to the address of each registered owner of a Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any Bond shall not affect the validity of any proceedings for the redemption of any other Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the Bonds called for redemption. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such Bonds shall no longer be protected by this Ordinance and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one (1) or more new registered Bonds shall be issued for the unredeemed portion of any Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any Bond or portion thereof called for redemption until such Bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this Ordinance with respect to any mutilated, lost, stolen or destroyed bond.

SECTION IV. Appointment of Registrar and Paying Agent. The Controller is hereby authorized to serve as, or to appoint a qualified financial institution to serve as, Registrar and Paying Agent for the Bonds (the "Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the Bonds, and shall keep and maintain at its principal office or corporate trust office books for the registration and transfer of the Bonds. The Mayor and the Clerk are hereby authorized to enter into such agreements or understandings with such institution as will enable the institution to perform the services required of the Registrar and Paying Agent. The Controller is authorized to pay such fees as the institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may, at any time, resign as Registrar and Paying Agent by giving thirty (30) days written notice to the Controller and to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Controller.

Such notice to the may be served personally or be sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Controller, in which event the Controller may appoint a successor Registrar and Paying Agent. The Controller shall notify each registered owner of the Bonds then outstanding of the removal of the Registrar and Paying Agent. Notices to registered owners of the Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the bond register. Any predecessor Registrar and Paying Agent shall deliver all the Bonds, cash and investments in its possession and the bond register to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

SECTION V. Form of Bonds. (a) The form and tenor of the Bonds shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

2018R-
UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF ST. JOSEPH

CITY OF SOUTH BEND, INDIANA
GENERAL OBLIGATION BOND, SERIES 2018

Interest Rate	Maturity Date	Original Date	Authentication Date	[CUSIP]
------------------	------------------	------------------	------------------------	---------

REGISTERED OWNER:

PRINCIPAL SUM: DOLLARS (\$ _____)

The City of South Bend, Indiana (the "City") for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above, and to pay interest thereon until the Principal Sum shall be fully paid, at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the last day of the month preceding the month in which such interest payment date occurs and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before June 30, 2018, in which case it shall bear interest from the Original Date, which interest is payable semiannually on January 15 and July 15 of each year, beginning on July 15, 2018. Interest shall be calculated on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months.

The principal of this bond is payable at _____ (the "Registrar" or "Paying Agent"), in _____, Indiana. All payments of interest on this bond shall be paid by check mailed one (1) business day prior to the interest payment date to the registered owner hereof as of the first day of the month in which such interest payment date occurs at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. All payments of principal of and premium, if any, on this Bond shall be made upon surrender thereof at the principal [corporate trust] office of the Paying Agent in any coin or currency of the United States of America which on the dates of such payment shall be legal tender for the payment of public and private debts.

This Bond is one (1) of an authorized issue of negotiable bonds of the City, of like original date, tenor and effect, except as to denomination, numbering, interest rates, and dates of maturity, in the total amount of _____ Million _____ Hundred _____ Thousand Dollars (\$ _____), numbered consecutively from 2018R-1 upward, issued for the purpose of providing funds to pay for all or a portion of the

costs of construction of certain capital projects, and the costs of the issuance of bonds therefor, as authorized by Ordinance No. _____ adopted by the Common Council of the City on the ___ day of _____, 2018, entitled "AN ORDINANCE OF THE CITY OF SOUTH BEND, INDIANA, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO PAY FOR CERTAIN CAPITAL PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS, AND ALL MATTERS RELATED THERETO" (the "Ordinance"), and in accordance with I.C. § 36-4-6-19 and other applicable provisions of the Indiana Code, as amended (collectively, the "Act"). The owner of this Bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Ordinance and the Act.

PURSUANT TO THE PROVISIONS OF THE ACT AND THE ORDINANCE, THE PRINCIPAL OF THIS BOND AND ALL OTHER BONDS OF SAID ISSUE AND THE INTEREST DUE THEREON ARE PAYABLE AS A GENERAL OBLIGATION OF THE CITY, FROM AN *AD VALOREM* PROPERTY TAX TO BE LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY TO THE EXTENT OTHER REVNEUES OF THE CITY ARE NOT SUFFICIENT FOR SUCH PURPOSE.

[INSERT REDEMPTION TERMS]

Notice of such redemption shall be mailed by first-class mail or by registered or certified mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each Bond to be redeemed as shown on the registration record of the City except to the extent such redemption notice is waived by owners of the Bond or Bonds redeemed; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any bond shall not affect the validity of any proceedings for the redemption of any other Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers, if any, of the Bonds called for redemption. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such Bonds shall no longer be protected by the Ordinance, and shall not be deemed to be outstanding thereunder.

This Bond is subject to defeasance prior to payment as provided in the Ordinance.

If this Bond shall not be presented for payment on the date fixed therefor, the City may deposit in trust with the Paying Agent, or another paying agent, an amount sufficient to pay such Bond, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the City shall have no further obligation or liability in respect thereto.

This Bond is transferable or exchangeable only upon the books of the City kept for that purpose at the office of the Registrar by the Registered Owner in person, or by his attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or his attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The City, any Registrar and any Paying Agent for this Bond may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

The bonds maturing in any one (1) year are issuable only in fully registered form in the denomination of \$5,000 or any integral multiple thereof.

[A Continuing Disclosure Contract from the City to each registered owner or holder of any bond, dated as of the date of initial issuance of the Bonds (the "Contract"), has been executed by the City, a copy of which is available from the City and the terms of which are incorporated herein by this reference. The Contract contains certain promises of the City to each registered owner or holder of any Bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Contract and to the exchange of such payment and acceptance for such promises.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this Bond have been done and performed in regular and due form as provided by law.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the City of South Bend, Indiana, has caused this Bond to be executed in its corporate name by the manual or facsimile signatures of its duly elected, qualified and acting Mayor, countersigned by its duly appointed, qualified and acting Controller, and its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by the Clerk of the City.

CITY OF SOUTH BEND, INDIANA

By: _____
Mayor
Countersigned: _____
Controller

(SEAL)

ATTEST:

Clerk

It is hereby certified that this Bond is one (1) of the Bonds described in the within-mentioned Ordinance duly authenticated by the Registrar.

_____, as Registrar

By: _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN. COM. as tenants in common
 - TEN. ENT. as tenants by the entireties
 - JT. TEN. as joint tenants with right of survivorship and not as tenants in common
 - UNIF. TRANS. _____ Custodian _____
 - MIN. ACT (Cust.) (Minor)
- under Uniform Transfers to Minors Act of _____
(State)

Additional abbreviations may also be used, although not contained in the above list.

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Please Print or Typewrite Name and Address)
\$ _____ principal amount (must be a multiple of \$5,000) of the within bond and all rights

thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the within bond on the books kept for the registration thereof with full power of substitution in the premises.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

(End of Form of Bonds)

(b) The Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the City from time to time (the "Clearing Agency"), without physical distribution of bonds to the purchasers. The following provisions of this section apply in such event.

One (1) definitive Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The City and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the Bonds as are necessary or appropriate to accomplish or recognize such book-entry form Bonds.

During any time that the Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such Bond may be registered upon the books kept by the Registrar in the name of such Clearing Agency, or any nominee thereof, including Cede & Co., as nominee of The Depository Trust Company; (2) the Clearing Agency in whose name such Bond is so registered shall be, and the City and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such Bond for all purposes of this Ordinance, including, without limitation, the receiving of payment of the principal of and interest on such Bond, the receiving of notice and giving of consent; (3) neither the City nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any Bond called for partial redemption prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency

have agreed to the method for noting such partial redemption.

If either the City receives notice from the Clearing Agency which is currently the registered owner of the Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the Bonds, or the City elects to discontinue its use of such Clearing Agency as a Clearing Agency for the Bonds, then the City and Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the Bonds and to transfer the ownership of each of the Bonds to such person or persons, including any other Clearing Agency, as the holders of the Bonds may direct in accordance with this Ordinance. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the Bonds, shall be paid by the City.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of Bonds as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the Bonds as the bondholders, and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this Ordinance.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, the Mayor, the Controller and/or the Registrar are authorized to execute and deliver a Letter of Representations agreement with the Clearing Agency, or a Blanket Issuer Letter of Representations, and the provisions of any such Letter of Representations or any successor agreement shall control on the matters set forth therein. The Registrar, by accepting the duties of Registrar under this Ordinance, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the Bonds are held in book-entry form, the provisions of Section 5 of this Ordinance shall control over conflicting provisions in any other section of this Ordinance.

SECTION VI. Sale of Bonds. The Bonds shall be sold in a competitive sale. The Controller shall cause to be published a notice of sale once each week for two (2) consecutive weeks in accordance with I.C. § 5-3-1-2. The date fixed for the sale shall not be earlier than fifteen (15) days after the first of such publications and not earlier than three (3) days after the second of such publications. Said bond sale notice shall state the time and place of sale, the purpose for which the Bonds are being issued, the total amount thereof, the amount and date of each maturity, the maximum rate or rates of interest thereon, their denominations, the time and place of payment, that specifications and information concerning the Bonds are on file in the office of the Controller and are available on request, the terms and conditions upon which bids will be received and the sale made and such other information as is required by law or as the Controller shall deem necessary, including any terms and conditions of sale which provide an exclusion or exemption from the applicability of all or a portion of the provisions of Rule 15c2-12 of the U.S. Securities and Exchange Commission, as amended (the "SEC Rule") in which case the Controller may set the minimum authorized denomination of the Bonds at One Hundred

Thousand Dollars (\$100,000) and integral multiples of \$5,000 in excess thereof as contemplated by the SEC Rule.

As an alternative to the publication of a notice of sale, the Controller may sell the Bonds through the publication of a notice of intent to sell the Bonds and compliance with related procedures pursuant to I.C. § 5-1-11-2(b).

All bids for the Bonds shall be sealed and shall be presented to the Controller in accord with the terms set forth in the Bond sale notice. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, which shall be the same for all Bonds maturing on the same date, and the interest rate bid on any maturity of Bonds must be no less than the interest rate bid on any and all prior maturities, not exceeding six percent (6.00%) per annum, and such interest rate or rates shall be in multiples of one-eighth (1/8) or one-hundredth (1/100) of one per cent. The Controller shall award the Bonds to the bidder who offers the lowest interest cost, to be determined by computing the total interest on all the Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than ninety-eight percent (98.0%) of the par value of the Bonds (or such higher percentage as the Controller shall determine, with the advice of the City's municipal advisor, prior to the sale of the Bonds) and accrued interest, if any, shall be considered. The Controller may require that the successful bidder provide to the City a good faith deposit in the form of cash, certified or cashier's checks payable to the order of the City, or wire transfer (as instructed by the City) (the "Deposit"), in an amount not to exceed one percent (1%) of the aggregate principal amount of the Bonds as a guaranty of the performance of said bid. The successful bidder shall be required to submit to the City the Deposit not later than 3:30 p.m. (local time) on the next business day following the award. In the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery or at the time fixed in the notice of sale, then such Deposit and the proceeds thereof shall be the property of the City and shall be considered as its liquidated damages on account of such default. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without readvertisement; provided, however, that if said sale be continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Controller shall have full right to reject any and all bids.

After the Bonds have been properly sold and executed, the Controller shall receive from the purchaser's payment for the Bonds and shall provide for delivery of the Bonds to said purchaser.

The Controller is hereby authorized and directed to obtain a legal opinion as to the validity of the Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the Bonds or to cause a copy of said legal opinion to be printed on each Bond. The cost of such opinion shall be paid out of the proceeds of the Bonds.

SECTION VII.

(a) Use of Bond Proceeds. A portion of the proceeds received from the sale of the Bonds shall be deposited into a fund created and designated as the "City of South Bend, Indiana, 2018 Bond Project Fund" (the "Project Fund"). The proceeds deposited

into the Project Fund shall be expended only for the purpose of paying expenses incurred in connection with the Projects, together with the expenses incidental thereto and on account of the issuance of the Bonds. Any balance remaining in the Project Fund after the completion of the Projects that is not required to meet unpaid obligations incurred in connection therewith and on account of the issuance of the Bonds may be used to pay debt service on the Bonds or otherwise used as permitted by law.

(b) Bond Fund. There is hereby created a separate fund, designated as the "City of South Bend, Indiana 2018 Bond Fund" (the "Bond Fund"), which shall be applied to the payment of the principal of and interest on the Bonds. As taxes attributable to the debt service levy for the Bonds are collected, subject to Section VIII hereof, they shall be accumulated in an account of the Bond Fund hereby created and designated as the "City of South Bend, Indiana 2018 Bond Tax Account" (the "Tax Account"). The Bond Fund shall also have a separate account designated the Revenues Account as described in Section VIII hereof.

(c) Reserve Fund. At the time of the sale of the Bonds, the Controller, with the advice of the City's municipal advisor, may determine to establish a debt service reserve fund for the Bonds (the "Reserve Fund"), which shall be funded with a portion of the proceeds of the Bonds in an amount determined by the municipal advisor to be required to adequately secure the Bonds (the "Debt Service Reserve Requirement"). All money in the Reserve Fund shall be used and withdrawn by the City solely for the purpose of making deposits into the Bond Fund, in the event of any deficiency at any time in such fund, or for the purpose of paying the interest on or principal of or redemption premiums, if any, on the Bonds in the event that no other money is lawfully available therefor. Any amount in the Reserve Fund in excess of the Debt Service Reserve Requirement shall be withdrawn from the Reserve Fund and deposited in the Bond Fund. Money in the Reserve Fund shall also be available to make the final payments of interest and principal on the Bonds. Notwithstanding the foregoing, the Controller, with the advice of the City's municipal advisor, may enable the City to satisfy all or any part of its obligation to maintain an amount in the Reserve Fund equal to the Debt Service Reserve Requirement by depositing a Reserve Fund Credit Facility in the Reserve Fund, provided that such deposit does not adversely affect any then existing rating on the Bonds. A Reserve Fund Credit Facility is hereby defined as a letter of credit, liquidity facility, insurance policy or comparable instrument furnished by a bank, insurance company, municipal institution or other entity pursuant to a reimbursement agreement or similar instrument between such entity and the City for the purpose of satisfying in whole or in part the City's obligation to maintain the Reserve Requirement. In the event the amount on deposit in the Reserve Fund is ever less than the Debt Service Reserve Requirement, the City shall deposit from available revenues an amount sufficient to increase the amount on deposit to equal the Debt Service Reserve Requirement.

SECTION VIII. Reduction of Tax Levy and Pledge of Certain Other Revenues. The amount of the tax levy each year applicable to making payments on the Bonds as set forth in the budget of the City (the "Tax Levy") shall be reduced by available revenues of the City to the extent such revenues have been set aside and designated by the City for such purpose in the account of the City's Debt Service Fund hereby created and designated as the "City of South

Bend, Indiana 2018 General Obligation Bond Revenues Account” (the “Revenues Account”). The City hereby covenants to levy the Tax Levy each year payments are due with respect to the Bonds to the extent the revenues of the City described herein are not sufficient to timely pay the principal of and interest on the Bonds.

The amounts available and so deposited in the Revenues Account of the Bond Fund shall be determined at the time the budget and tax levy for a given year is finally fixed, and such amounts shall be used for no purpose except as contemplated above and are hereby pledged by the City to the payment of the Bonds, such pledge being effective as set forth in I.C. § 5-1-14-4 without the necessity of filing or recording this Ordinance or any other instrument except in the records of the City.

The City hereby finds and determines that it reasonably expects to pay debt service on the Bonds from a combination of EMS Revenues, Local Income Tax Revenues and tax increment finance revenues from the River East Development Area with such revenues being deposited into the Revenues Account, and not from the Tax Levy, and that therefore the Project is not a “controlled project” for purposes of I.C. § 6-1.1-20-1.1

SECTION IX. Defeasance. If, when the Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption have been given, and the whole amount of the principal and the interest so due and payable upon such Bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, the principal of and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this Ordinance.

SECTION X. Amendments. Subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the City of such Ordinance or Ordinances supplemental hereto as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this Ordinance, or in any supplemental ordinance; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest on any Bond, without the consent of the holder of each Bond so affected; or

(b) A reduction in the principal amount of any Bond or the rate of interest thereon, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each Bond so affected; or

(c) A preference or priority of any Bond over any other Bond, without the consent of the holders of all Bonds then outstanding; or

(d) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance, without the consent of the holders of all Bonds then outstanding.

If the City shall seek to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the registration books held by the Registrar. Such notice shall briefly set forth the nature of the proposed supplemental Ordinance and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the Bonds. The Registrar shall not, however, be subject to any liability to any owners of the Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental ordinance when consented to and approved as herein provided.

Whenever at any time within one (1) year after the date of the mailing of such notice, the City shall receive any instrument or instruments purporting to be executed by the owners of the Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental ordinance described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the City may adopt such supplemental ordinance in substantially such form, without liability or responsibility to any owners of the Bonds, whether or not such owners shall have consented thereto.

No owner of any Bond shall have any right to object to the adoption of such supplemental Ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City or its Officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental Ordinance pursuant to the provisions of this section, this Ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the City and all owners of Bonds then outstanding, shall thereafter be determined, exercised and enforced in accordance with this Ordinance, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this Ordinance, the rights and obligations of the City and of the owners of the Bonds, and the terms and provisions of the Bonds and this Ordinance, or any supplemental Ordinance, may be modified or altered in any respect with the consent of the City and the consent of the owners of all the Bonds then outstanding.

Without notice to or consent of the owners of the Bonds, the City may, from time to time and at any time, adopt such ordinances supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental ordinances shall thereafter form a part hereof),

(e) To cure any ambiguity or formal defect or omission in this Ordinance or in any supplemental Ordinance; or

(f) To grant to or confer upon the owners of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds; or

(g) To procure a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental ordinance, if such supplemental ordinance will not adversely affect the owners of the Bonds; or

(h) To obtain or maintain bond insurance with respect to the Bonds; or

(i) To provide for the refunding or advance refunding of the Bonds; or

(j) To make any other change which, in the determination of the Council in its sole discretion, is not to the prejudice of the owners of the Bonds.

SECTION XI. Continuing Disclosure. The Mayor and the Clerk are hereby authorized to execute and deliver on behalf of the City a Continuing Disclosure Contract upon delivery of the Bonds, with such terms therein as approved by such officers, the execution of such document by such officers to be evidence of such approval. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Contract shall not be considered an event of default under the Bonds or this Ordinance.

SECTION XII. Approval of Official Statement. If legally required as part of a public offering of the Bonds, the Controller is hereby authorized to deem final an official statement with respect to the Bonds, as of its date, in accordance with the provisions the SEC Rule, subject to completion as permitted by the SEC Rule, and this Common Council further authorizes the distribution of the deemed final official statement, and the execution, delivery and distribution of such document as further modified and amended with the approval of the Controller in the form of a final official statement.

SECTION XIII. Other Action. The appropriate Officers of the City are hereby authorized to take all actions to obtain a rating, bond insurance or any other form of credit enhancement for the Bonds if economically feasible and desirable and with the favorable recommendation of the municipal advisor to the City. In addition, the appropriate Officers of the City are hereby authorized and directed to take any other action deemed necessary or advisable in order to effectuate the acquisition, construction and equipping of the Projects, the issuance of the Bonds, or any other purposes of this Ordinance.

SECTION XIV. No Conflict. All Ordinances, Resolutions, and Orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed. After the issuance of the Bonds and so long as any of the Bonds or interest thereon remains unpaid, except as expressly provided herein, this Ordinance shall not be repealed or amended in any respect that will adversely affect the rights of the holders of the Bonds, nor shall the City adopt any Law, Ordinance or Resolution that in any way adversely affects the rights of such holders.

SECTION XV. Severability; Interpretation. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or

unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance. Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

SECTION XVI. Holidays, Etc. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the City or the city in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

SECTION XVII. Effectiveness. This Ordinance shall be in full force and effect from and after its adoption and the procedures required by applicable law. Upon payment in full of the principal and interest respecting the Bonds authorized hereby or upon deposit of an amount sufficient to pay when due such amounts in accord with the defeasance provisions herein, all pledges, covenants and other rights granted by this Ordinance shall cease.

Member of the Common Council

Attest:

Kareemah Fowler, City Clerk

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the _____ day of _____, 2018, at _____ o'clock ____ . m.

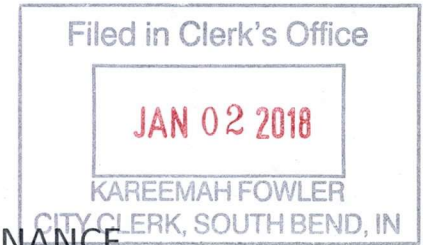
Kareemah Fowler, City Clerk

Approved and signed by me on the _____ day of _____, 2018, at ____ o'clock ____ .m.

Pete Buttigieg, Mayor



BILL NO. 03-18



CITY OF SOUTH BEND PETE BUTTIGIEG, MAYOR

DEPARTMENT OF ADMINISTRATION AND FINANCE

January 2, 2018

Mr. Tim Scott
President, South Bend Common Council
227 W. Jefferson Blvd., Suite 400 S
South Bend, Indiana 46601

RE: AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROPRIATING THE PROCEEDS OF THE CITY OF SOUTH BEND GENERAL OBLIGATION BONDS, SERIES 2018

Dear Council President Scott:

Attached for filing, please find the above-referenced ordinance for first reading by the Common Council at its January 8, 2018 meeting, and for public hearing on January 22, 2018.

This ordinance authorizes the appropriation of a sum not to exceed Five Million Four Hundred Thirty Thousand Dollars (\$5,430,000), out of the proceeds of sale of the general obligation bonds described in the general obligation bond ordinance filed contemporaneously with this ordinance, for the purpose of providing the payment of costs and expenses for the construction of a new Fire Station 9 at the corner of Mishawaka Avenue and 21st Street, and the construction of an additional classroom building on the grounds of the Luther J. Taylor Sr. Fire Training Center.

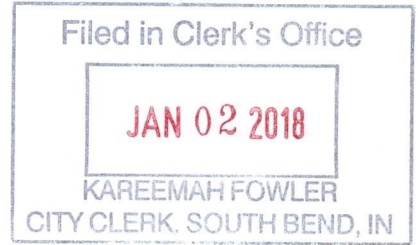
Randy Rompola of Barnes & Thornburg LLP and Herschel Frierson of Crowe Horwath LLP will be presenting this ordinance to the Common Council, and I will be in attendance along with representatives of the South Bend Fire Department. Your favorable consideration is requested. Please do not hesitate to contact me if you need additional information.

Sincerely,

Jennifer Hockenull, Controller
Department of Administration and Finance

Bill No. _____

ORDINANCE NO. _____



**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,
 INDIANA,
 APPROPRIATING THE PROCEEDS OF THE CITY OF SOUTH BEND
 GENERAL OBLIGATION BONDS, SERIES 2018**

STATEMENT OF PURPOSE AND INTENT

WHEREAS, the Common Council (the "Council") of the City of South Bend, Indiana (the "City"), has, on January 22, 2018, adopted an ordinance, the provisions of which are hereby included herein by this reference thereto, determining to issue general obligation bonds of the City in an original aggregate principal amount of not to exceed Five Million Four Hundred Thirty Thousand Dollars (\$5,430,000) (the "Bonds"), for the purpose of providing funds for undertaking (i) replacement of current Fire Station 9 with a newly constructed station at the corner of Mishawaka Avenue and 21st Street in the City which new station would be approximately 10,000 square feet and would house Engine 9, Medic 9, and Boat 2 and accommodate up to 7 assigned firefighters per day and (ii) construction of an additional classroom building on the grounds of the Luther J Taylor Sr. Fire Training Center which proposed building would be an approximately 3,000 square foot building and would house a rugged, divisible classroom with capacity for 100 personnel and additional training props and storage areas (collectively, the "Projects") in the City; and

WHEREAS, the Council did not include the proceeds of the Bonds in the regular budget for the City for the year 2018; and

WHEREAS, there are insufficient funds available or provided for in the City's existing budget and tax levy which may be applied to the cost of the Project, and the issuance of the Bonds has been authorized to procure the necessary funds and an extraordinary emergency and necessity exists for the making of the additional appropriation set out herein; and

WHEREAS, the City has caused notice of a hearing on said appropriation to be published as required by law; and

WHEREAS, such public hearing was held on January 22, 2018, at 7:00 p.m. (local time) in the Common Council Meeting Room, 4th Floor of the County-City Building in South Bend, Indiana, on said appropriation at which all taxpayers and interested persons had an opportunity to appear and express their views regarding such additional appropriation.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AS FOLLOWS:

Section I. There is hereby appropriated a sum not to exceed Five Million Four Hundred Thirty Thousand Dollars (\$5,430,000), out of the proceeds of the Bonds received by the City in connection with the sale of the Bonds, together with any premium paid by the original purchasers of the Bonds and all investment earnings thereon, for use by the City in paying the cost of the Project, together with any expenses incidental thereto, capitalized interest on the Bonds, if any, funding a debt service reserve fund, if necessary, and the issuance costs of the Bonds.

Section II. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

Section IV. A certified copy of this ordinance, together with such other proceedings and actions as may be necessary, shall be filed by the Controller of the City, along with a report of the appropriation, with the Indiana Department of Local Government Finance.

Section V. Any and all prior actions taken by any officer of the City or member of the City in connection and consistent with this ordinance are hereby ratified and approved.

Member of the Common Council

Attest:

Kareemah Fowler, City Clerk

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the _____ day of _____, 2018, at _____ o'clock ____ . m.

Kareemah Fowler, City Clerk

Approved and signed by me on the _____ day of _____, 2018, at ____ o'clock ____ .m.

Pete Buttigieg, Mayor

1200 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830

PHONE 574/235-9241
FAX 574/235-7670
TTY 574/235-5567



CITY OF SOUTH BEND PETE BUTTIGIEG, MAYOR

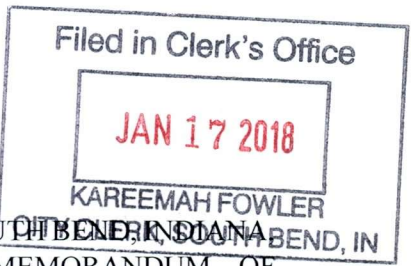
DEPARTMENT OF LAW

STEPHANIE STEELE
CORPORATION COUNSEL

ALADEAN M. DEROSE
CITY ATTORNEY

January 16, 2018

Mr. Tim Scott
President, South Bend Common Council
227 W. Jefferson Blvd., Suite 400 S
South Bend, Indiana 46601



RE: A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, RESCINDING RESOLUTION NO. 4663-17 APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF INDIANAPOLIS, INDIANA, ACTING THROUGH THE INDIANAPOLIS FIRE DEPARTMENT, AND THE CITY OF SOUTH BEND, INDIANA, REGARDING INDIANA TASK FORCE ONE

Dear President Scott:

Your favorable consideration is requested for the above-referenced resolution approving a revised Memorandum of Agreement between the City of South Bend and the City of Indianapolis that enables the City of South Bend to become a participating agency in Indiana Task Force One, an urban search and rescue task force within the National Urban Search & Rescue Response System.

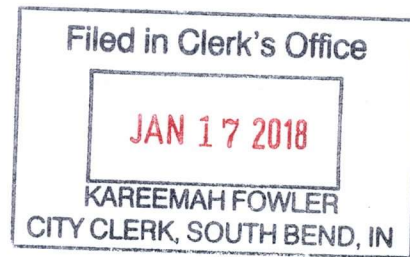
This resolution also expressly rescinds the Common Council's Resolution No. 4663-17, which approved a prior version of the memorandum between the City of South Bend and the Indianapolis Department of Public Safety. The Indianapolis Department of Public Safety was dissolved before Resolution No. 4663-17 was adopted, and the prior memorandum was not executed by the City of Indianapolis following the resolution's adoption. This resolution approves the revised memorandum between the City of South Bend and the City of Indianapolis.

I will be presenting this resolution to the Common Council on January 22, 2018, along with Fire Chief Steve Cox and Battalion Chief Chris Baker. If you have any questions, please do not hesitate to contact me.

Sincerely,

Elliot Anderson
Assistant City Attorney

cc: Chief Cox



BILL NO. 18-02

RESOLUTION NO. _____

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,
INDIANA, RESCINDING RESOLUTION NO. 4663-17 AND APPROVING A
MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF INDIANAPOLIS, INDIANA, ACTING THROUGH THE
INDIANAPOLIS FIRE DEPARTMENT, AND THE CITY OF SOUTH BEND, INDIANA,
REGARDING INDIANA TASK FORCE ONE**

WHEREAS, the City of Indianapolis (“Indianapolis”), acting through the Indianapolis Fire Department, is the sponsoring agency for Indiana Task Force One (the “Task Force”), an urban search and rescue task force within the National Urban Search & Rescue Response System, by virtue of an agreement between Indianapolis and the Federal Emergency Management Agency (“FEMA”); and

WHEREAS, the City of South Bend (“South Bend”), acting on behalf of the South Bend Fire Department, desires to enter into a cooperative arrangement with Indianapolis to become a participating agency in the Task Force; and

WHEREAS, through the cooperative arrangement, South Bend personnel will participate in preparedness activities required by FEMA and in urban search and rescue operations and/or deployment of the Task Force, and South Bend will be reimbursed for expenses incurred in its participation in the cooperative arrangement; and

WHEREAS, Indianapolis and South Bend have developed a Memorandum of Agreement (the “MOA”), which is attached as Exhibit A, containing governing provisions for South Bend’s participation in the Task Force, which was approved by the City of South Bend Board of Public Works (the “BPW”) on January 9, 2018; and

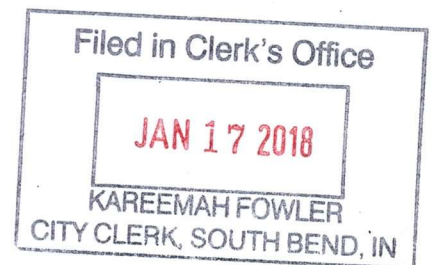
WHEREAS, the MOA approved by the BPW in January 2018 supersedes the prior Memorandum of Agreement between South Bend and the now-dissolved Indianapolis Department of Public Safety that was approved by the BPW on August 17, 2017, and by the Common Council on August 28, 2017, through the adoption of Resolution No. 4663-17.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AS FOLLOWS:

Section I. The Common Council of the City of South Bend, Indiana, hereby rescinds Resolution No. 4663-17, and approves the Memorandum of Agreement incorporated herein as Exhibit A between the City of Indianapolis, Indiana, Acting through the Indianapolis Fire Department, and the City of South Bend, Indiana, Regarding Indiana Task Force One.

Section II. This Resolution shall be given retroactive effect to December 1, 2017, from and after its adoption by the Common Council and approval by the Mayor.

Tim Scott, Council President
Member of the Common Council



MEMORANDUM OF AGREEMENT
 BETWEEN THE
 CITY OF INDIANAPOLIS, INDIANA acting through the INDIANAPOLIS FIRE
 DEPARTMENT, AND THE
 CITY OF SOUTH BEND, INDIANA,
 REGARDING INDIANA TASK FORCE ONE

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as "Agreement"), is entered into by and between the City of Indianapolis, Indiana acting through the Indianapolis Fire Department (hereinafter referred to as "CITY"), and the City of South Bend, Indiana, a political subdivision of the State of Indiana, acting through its Board of Public Works for and on behalf of the South Bend Fire Department.

RECITALS:

WHEREAS, pursuant to federal law, principally the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121 through 5206 (hereinafter referred to as the "Stafford Act"), the U.S. Department of Homeland Security, acting through the Federal Emergency Management Agency (hereinafter referred to as "FEMA"), operates the National Urban Search & Rescue Response System (hereinafter referred to as "System") in conjunction with State and local governments; and

WHEREAS, the CITY is the sponsoring agency for Indiana Task Force One (hereinafter referred to as "Task Force"), an urban search and rescue task force of the System, established in 1992 pursuant to an agreement between FEMA and the City of Indianapolis, Indiana; and

WHEREAS, the CITY in its capacity as sponsoring agency is responsible for recruiting and organizing the Task Force such that the Task Force consists of individuals occupying certain specified positions plus additional support personnel, all of whom have been properly trained with the requisite skills and capabilities required for urban search and rescue operations and/or deployment of the Task Force; and

WHEREAS, the Task Force may be deployed as a single unit or it may be reorganized into teams for purposes of modularized responses for limited or specialized activations, and members of the Task Force may also be deployed as members of a management or other technical team; and

WHEREAS, the CITY in the performance of its responsibilities may enter into cooperative arrangements with federal, state, or local government entities, or non-profit or for-profit entities, to serve as participating agencies in the Task Force, and with individuals to serve as affiliated personnel of the Task Force; and

WHEREAS, the CITY in its capacity as sponsoring agency is obligated to enter into written agreements with those participating agencies and affiliated personnel setting forth the relationship between the parties; and

WHEREAS, the City of South Bend, Indiana, desires to be a participating agency in the Task Force, subject to all of the provisions of this Agreement;

NOW, THEREFORE, the CITY and the City of South Bend, Indiana, (hereinafter referred to as "Participating Agency"), in consideration of the foregoing recitals and the following promises, hereby agree as follows.

I. CONSTRUCTION

- 1.01 With respect to National Urban Search & Rescue Response System activities of the Participating Agency and its employees under this Agreement, the provisions of Interim Final Rule, "National Urban Search and Rescue Response System," 70 Fed. Reg. 9182 (Feb. 24, 2005) 44 CFR Part 208 (hereinafter referred to as "Interim Final Rule"), hereby are incorporated and made applicable.
- 1.02 To the extent it may be applicable, the Interim Final Rule will prevail and govern this Agreement; and upon the effective date of a final rule that supplants the Interim Final Rule governing this subject (hereinafter referred to as "Final Rule"), the Final Rule shall supersede the Interim Final Rule and shall prevail over any contrary provisions in the governance of this Agreement.
- 1.03 This Agreement is entered into by and between the parties, who agree that subject to all of the provisions of this Agreement, the City of South Bend, Indiana, will serve as Participating Agency for the Task Force. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this Agreement, and that so long as this Agreement remains in effect, the party will fully perform all of those duties and responsibilities.

II. TERM AND TERMINATION

- 2.01 This Agreement shall be effective when it has been duly and regularly authorized and executed by both parties. For purposes of reference and convenience, the parties have agreed that the effective date of the Agreement is December 1, 2017.
- 2.02 The Agreement shall continue in effect unless and until it is terminated as provided in this Agreement.
- 2.03 The Agreement may be terminated by either party upon thirty (30) days written notice, except that the Participating Agency may not terminate this Agreement without the written consent of the CITY during any time interval when the Task Force has been placed on alert status or has been activated, if the alert or activation affects participants of the Participating Agency.

III. CONDITIONS OF AGENCY PARTICIPATION

- 3.01 The Participating Agency hereby agrees to commit at least one (1) individual employee of the Participating Agency (hereinafter referred to as "Committed Personnel") to serve in designated positions on the Task Force as determined by the CITY and Task Force.
- 3.02 The Participating Agency further agrees that the Committed Personnel shall be able to deploy within one (1) hour after notification, on a twenty-four (24) hour per day and three hundred and sixty-five (365) days per year basis.
- 3.03 The Parties agree that on an ongoing basis the Task Force shall provide any and all required training of the Committed Personnel to satisfy such conditions of preparedness and response as may be required by the Task Force. The Participating Agency shall not be required to mandate the Committed Personnel to participate in the training.
- 3.04 Upon execution of this Agreement, the Participating Agency shall provide the CITY and Task Force with a written list of the names, addresses, and appropriate contact information of the Committed Personnel; thereafter, the Participating Agency shall also provide the CITY and Task

Force with immediate written notification of any additions to or deletions from such list. All Committed Personnel shall be subject to approval and acceptance by the Task Force Administrator.

- 3.05 The Parties will cooperate with each other so as to facilitate achievement of the goals and objectives of the System as fully and completely as possible, and as further provided in Section VIII of the Agreement.

IV. TORT LIABILITY AND WORKERS' COMPENSATION

- 4.01 The Participating Agency and the Committed Personnel shall be afforded such coverage for tort liability and workers' compensation as is afforded all Task Forces and their System members under federal law.
- 4.02 Except as afforded by the Federal Government, the responsibility for risks associated with claims for tort liability and workers' compensation arising out of participation in the Task Force, shall be the responsibility of the CITY and not under any circumstances, the responsibility of the Participating Agency. At all times, the CITY and Task Force shall maintain in full force and effect, for the benefit of the Committed Personnel, coverage for workers' compensation to provide coverage for risks associated with and/or arising out of the Committed Personnel's participation in the Task Force and/or the Committed Personnel's responsibilities under this Agreement.

V. FINANCIAL PROVISIONS

5.01 Preparedness Funds

- 5.01.1 In its sole discretion, the CITY may distribute to the Participating Agency such preparedness grant funding as the CITY shall be eligible to and does receive from FEMA. Any such distributions shall be subject to the requirements of the preparedness grants and the needs of the Task Force generally.
- 5.01.2 Any other funding received by the CITY from sources other than the federal government may also be made available as the CITY determines in its discretion. The CITY shall make such distributions fairly and equitably taking into account the mission, goals and objectives of the Task Force and the needs of the CITY as compared to other proper needs and demands.

5.02 Response Funds

- 5.02.1 The CITY shall promptly reimburse the Participating Agency for response expenses that are authorized to be incurred by or for the benefit of the Committed Personnel engaged in Task Force activities, upon receiving reimbursement for such expenses from the federal government. Such expenses must be properly ascertained, accumulated and reported to the CITY, and the funds to be utilized for payment must have been reimbursed by or on behalf of FEMA to the CITY.
- 5.02.2 After an alert or activation, the Participating Agency shall provide the CITY with a complete cost reimbursement package to be submitted by the CITY as part of an overall claim package which the CITY is obliged to submit to FEMA. The Participating Agency's cost reimbursement package shall be submitted to the CITY within thirty (30) days after the end of the Personal Rehabilitation Period established by FEMA. The

Participating Agency's cost reimbursement package shall be prepared in conformance with applicable federal directives which the CITY shall disseminate to the Participating Agency.

- 5.02.3 The Participating Agency shall provide the CITY with the established hourly or daily rates of pay of each of the Committed Personnel. Such information shall be stated on "Exhibit A" to this Agreement, attached hereto and incorporated herein by reference. Throughout the term of the Agreement, the Participating Agency also shall notify the CITY immediately of any changes to such established hourly or daily rates of pay by providing a substitute "Exhibit A" that contains the new information.
- 5.02.4 In order to ensure proper reimbursement from FEMA, the compensation of Committed Personnel on the Task Force shall be in accordance with established pay schedules and policies, during an alert, and from the time of activation and until the Task Force returns, is deactivated, and Committed Personnel are returned to regular work schedules.
- 5.03 All financial commitments of the CITY are subject to the availability and receipt of funds by the CITY from FEMA and other sources.
- 5.04 Neither the Participating Agency nor any Committed Personnel shall be reimbursed for costs incurred outside the scope of this Agreement.
- 5.05 The parties agree that in the event the CITY makes an overpayment to a Participating Agency and the CITY is required to reimburse FEMA for such overpayment, then the Participating Agency shall be responsible for collecting any overpayment from the Committed Personnel and shall promptly reimburse the CITY for such overpayment.

VI. MANDATORY MINIMUM REQUIREMENTS FOR COMMITTED PERSONNEL

- 6.01 Each individual in the Committed Personnel must satisfy all of the requirements for participation in the Task Force as listed in this Section VI of the Agreement.
- 6.02 The Committed Personnel shall be employees of the Participating Agency in good standing. Entry-level employees who are probationary or in a similar status are not eligible.
- 6.03 The Committed Personnel shall be of good moral character and shall not have been convicted of a felony or of any other criminal offense involving moral turpitude.
- 6.04 The Committed Personnel serving in a Task Force position that requires the individual member to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold the appropriate authorization, which must be current and validly issued.
- 6.05 Subject to any applicable FEMA standards, each Committed Personnel member must meet the medical/fitness standards mutually agreed upon by the CITY and the Participating Agency, and further must not have any medical condition or disability that will prevent performance of the duties of the Task Force position he/she occupies.
- 6.06 Each Committed Personnel member must be able to respond on a mission for a duration of at least fourteen (14) days.
- 6.07 Each Committed Personnel member must be capable of improvising and functioning for long

hours under adverse working conditions.

- 6.08 Each Committed Personnel member must receive such inoculations as are specified by the CITY.
- 6.09 Each Committed Personnel member must be aware of the signs, symptoms and corrective measures of Critical Incident Stress Syndrome.
- 6.10 Each Committed Personnel member must understand and adhere to safe working practices and procedures as required in the urban disaster environment.
- 6.11 Each Committed Personnel member must have a working knowledge of the US&R System and the Task Force's organizational structure, operating procedures, safety practices, terminology and communication protocols.
- 6.12 Each Committed Personnel member must have completed such courses of education and training and other requirements as the CITY and Task Force shall specify.
- 6.13 The CITY has authority to suspend or terminate a Committed Personnel member's participation on the Task Force for failure to satisfy any mandatory minimum requirement.

VII. CLOTHING AND EQUIPMENT

- 7.01 The CITY and/or Task Force will issue to each Committed Personnel member certain items of personal protective clothing and equipment for use in Task Force activities and operations. In the event of activation, the Committed Personnel shall provide certain additional items of personal clothing and equipment. Items of clothing and equipment supplied by the CITY or Task Force shall remain the property of the CITY or Task Force and shall be returned promptly whenever a person ceases to be a Committed Personnel member.
- 7.02 Subject to FEMA requirements, all uniforms will display the official patch of the Task Force and the official patch of the System, as specified by the CITY. The CITY shall specify the design of the uniform and any identifying insignia or markings.

VIII. COMMAND, CONTROL AND COORDINATION

- 8.01 When the Committed Personnel have been activated or have otherwise been placed at the direction, control and funding of FEMA (e.g., during participation in FEMA-sponsored training), the ultimate authority for command, control and coordination of the service of the Committed Personnel reposes with FEMA. Subject to the principle just stated, the following provisions of this Section VIII govern the responsibilities of the parties with respect to supervisory, disciplinary and other specified aspects of the employment of the Committed Personnel within the context of his/her participation on the Task Force.
- 8.02 Nothing in this Agreement is intended to, nor does it, establish the creation of a joint venture or joint enterprise between the CITY and Participating Agency. Nor shall anything herein be deemed to create or affect the employer-employee relationship between the Participating Agency and its employees who are members of the Committed Personnel, and the Participating Agency shall at all times continue to be fully responsible for all of its employment obligations to its employees, including the compensation and benefits that the Participating Agency has agreed to provide.
- 8.03 While participating in System activities conducted by the Task Force, all Committed Personnel

shall be subject to and observe and comply with all lawful orders and directions of the authorized representatives of the CITY and the Task Force. Sponsoring Agency retains the right to suspend or exclude any Participant from participation on the Task Force for cause including failure to abide by the provisions of this Agreement.

- 8.04 The CITY and/or the Task Force shall exercise direct supervisory authority with respect to Participants during activations, deployments and other activities of the Task Force conducted by the CITY, but for disciplinary purposes, that authority is limited to temporary suspension or permanent exclusion from participation. In all other instances where disciplinary action may be necessary, the CITY shall report the pertinent circumstances to the Participating Agency, who shall cooperate with the CITY and shall administer discipline as appropriate in accordance with the Participating Agency's established rules and regulations.

IX. MEDIA AND INFORMATION POLICY

- 9.01 Subject to applicable law, including FEMA regulations, all photographs and video taken on deployments will be kept under the control of the CITY and Task Force until the use of such materials in internal or external education programs or other dissemination is approved.
- 9.02 All applicable federal, state, and local media policies will be strictly enforced and followed.
- 9.03 Subject to applicable rules and regulations, the CITY and Task Force will have the primary responsibility for coordination of media coverage and liaison with media sources and representatives concerning activities of the Task Force.

X. RULES OF CONDUCT

- 10.01 Committed Personnel will be expected to abide by the rules of conduct established by the CITY.
- 10.02 The failure of a Committed Personnel member to abide by the rules of conduct constitutes good cause for suspension or exclusion from the Task Force under Section VIII of this Agreement.

XI. PREPAREDNESS ACTIVITIES

- 11.01 The CITY shall conduct Task Force management, administration, training, equipment procurement and other preparedness activities required by FEMA. The Participating Agency and its Committed Personnel shall cooperate with the CITY and shall participate in the activities as necessary to achieve Task Force preparedness goals and objectives.
- 11.02 As established by System directives but subject to the availability of federal funding, the CITY shall procure and maintain required caches of equipment and supplies. The contents of these caches shall be utilized for deployments of the Task Force and, subject to federal rules and regulations, will be made available for training activities of the CITY and the Participating Agency. Committed Personnel shall use Task Force cache equipment and supplies only for authorized purposes and shall exercise reasonable care to protect and preserve the property against loss or damage. The Participating Agency shall be financially accountable for any Task Force property that is lost or damaged due to negligence or unauthorized use by the Participating Agency or its Committed Personnel.

XII. NOTIFICATION PROCEDURES AND OTHER COMMUNICATIONS

12.01 Alerts and Activation

- 12.01.1 The CITY shall determine whether the Task Force is capable of and will respond to activation orders.
- 12.01.2 The Participating Agency at all times shall maintain a ready means to be contacted (hereinafter referred to as "Point of Notification") by the CITY or Task Force regarding possible deployments of the Task Force. The Point of Notification shall include 24-hour telephonic and electronic capabilities.
- 12.01.3 Upon receipt of alert or activation orders, the CITY shall give prompt telephonic and electronic notice to the Participating Agency's Point of Notification. The notice shall designate the Task Force positions for which the Participating Agency's Committed Personnel are being requisitioned, the location of the assembly point, and to the extent known, the nature and character of the activation.
- 12.01.4 The Participating Agency shall at all times maintain the capability of providing requisitioned Committed Personnel for participation on a deployment of the Task Force.
- 12.01.5 Upon receipt of an activation order for the Task Force, the Participating Agency shall cause the required Committed Personnel to respond to the assembly point designated in the notice.

12.02 Mobilization

- 12.02.1 All requisitioned Committed Personnel will respond to the designated assembly point within one (1) hour of notification with all required personal clothing and equipment and required documentation.
- 12.02.2 The Participating Agency will select its Committed Personnel through a pre-established selection system that ensures the requisition is promptly filled with fully qualified individuals.
- 12.02.3 Selected members of the Committed Personnel will be subject to a medical pre-screening for deployment. Any such member who fails the screening will not be deployed.
- 12.02.4 The CITY retains the sole right to determine which Committed Personnel, if any, will respond with the Task Force when activated.
- 12.03 Other Communications. The CITY will remain in contact with the Participating Agency through the Participating Agency's Point of Notification during the period of activation.

XIII. CRITICAL INCIDENT STRESS SYNDROME AND MANAGEMENT

- 13.01 The CITY will have primary responsibility to offer critical incident stress syndrome intervention and support during and after activation.

- 13.02 Costs incurred for unauthorized critical incident stress syndrome activities are not eligible for reimbursement.

XIV. GENERAL PROVISIONS

- 14.01 Authority. As more specifically indicated above and below, this Agreement is made (a) pursuant to the provisions of the Interim Final Rule or the Final Rule; and (b) under the authority of Indiana law, in furtherance of the purposes of the National Urban Search and Rescue Response System.
- 14.02 Amendments. Except as otherwise expressly provided, this Agreement may be modified or amended only by another written agreement approved and executed by both parties, and all such amendments will be attached to this Agreement.
- 14.03 Delegation. The obligations of the Participating Agency set forth in this Agreement are non-delegable and may not be assigned to or assumed by any other person without the prior written consent of the CITY.
- 14.04 Controlling Law. Except and to the extent federal law controls, this Agreement shall be construed and enforced as between the parties according to the laws of the State of Indiana.
- 14.05 Conflict of Interest. No party shall engage in any conduct or activity in the performance of this Agreement or participation in the System that constitutes a conflict of interest under applicable federal, state or local law.
- 14.06 Compliance with Law. Each party shall at all times observe and comply with all applicable federal, state and local laws.
- 14.07 Notice. Except as provided otherwise with respect to emergency notifications, if it is necessary for the purposes of this Agreement for one of the named parties to give notice to the other named party, notice shall be in writing with the expenses of delivery or mailing fully prepaid and shall be delivered by personal service or a form of public or private mail service requiring proof of delivery. Notice is effective upon personal delivery, or by mail service, on the date of either actual receipt or five days after posting, whichever is first. Unless changed in writing in accordance with this Section, notice shall be served on the party at the following address:

to the CITY and Task Force:

Administrator, Indiana Task Force One
2650 Fortune Circle East Drive
Indianapolis, IN 46241

to the Participating Agency:

City of South Bend – Fire Department
c/o Fire Chief
1222 S. Michigan Street
South Bend, IN 46601

City of South Bend – Legal Department
1200 County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601


- 14.08 Titles and Section Headings. Titles and section headings are for convenience only and are not a part of the parties' Agreement.

- 14.09 Severability. Should any provision of this Agreement be determined to be invalid or unenforceable under applicable law, the provision shall, to the extent required, be severed from the remainder of the Agreement which shall continue in full force and effect.
- 14.10 Successors and Assigns. This Agreement and its provisions are binding upon and inure to the benefit of the parties and to their respective successors in interest; provided, however, this Agreement does not and will not bestow any rights or remedies upon persons to whom an unlawful delegation or assignment has been made by the Participating Agency.
- 14.11 Indemnification. Each party to this Agreement shall be responsible for its own acts or omissions and any claims, liabilities, injuries, suits, demands or expenses of any kind that may result or arise out of any alleged conduct by the party, its officers or employees, in the performance or omission of any act or responsibility of that party under this Agreement. In the event a claim is made against either or both parties, the intent of the parties is to cooperate in the defense of said claim and to cause an insurer, if any, to do likewise. However, each party shall have the right to take any action it believes necessary to protect its interests.
- 14.12 Non-discrimination. The CITY and the Participating Agency shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 14.13 Third Party Beneficiaries. This Agreement is made for the sole and exclusive benefit of the named parties and their lawful successors in interest, and no other person or entity is intended to, nor shall such other person or entity acquire or be entitled to receive any rights or benefits as a third-party beneficiary of this Agreement.
- 14.14 Non-parties. Neither the United States of America nor the State of Indiana is a party to this Agreement.
- 14.15 Assurances of Understanding. Each party represents to the other the following: that the party has fully read and understood all of the provisions of this Agreement; that the party has secured and considered such legal advice and other expert counsel as the party deemed necessary and advisable for these purposes; and, that in agreeing to execute and become a signatory to this Agreement the party has deemed itself adequately informed and advised as to all of the risks assumed and obligations undertaken pursuant to this Agreement.
- 14.16 Signatory Authority. Each person executing this Agreement represents the following: that he/she was and is lawfully authorized to sign the Agreement on behalf of the party he/she represents; that execution of the Agreement was duly and regularly authorized by the party's governing body; and, that to the person's best knowledge and belief the Agreement is a binding and enforceable obligation of the party on whose behalf he/she executed his/her signature.
- 14.17 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter, and it supersedes any prior agreements on this matter.

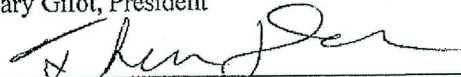
(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the dates shown below.


City of South Bend acting through its Board of Public Works ("Participating Agency"):



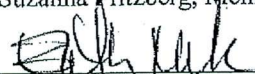
Gary Gilot, President



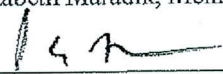
Therese Dorau, Member



Suzanna Fritzberg, Member



Elizabeth Maradik, Member



James Mueller, Member

ATTEST:



Linda Martin, Clerk

Date: 11/09/2018

City of Indianapolis acting through the Indianapolis Fire Department ("the City"):

By: _____
Ernest V. Malone, Chief IFD

Date: _____

Approved as to form and legality:

By: _____
Richard McDermott,
Assistant Corporation Counsel

Date: _____

Approved for execution:

By: _____
Fady Qaddoura, City Controller

EXHIBIT A

**ESTABLISHED HOURLY OR DAILY RATES OF PAY
OF COMMITTED PERSONNEL**

<i>Name and rank of Committed Personnel:</i>	<i>Hourly or Daily Rate of Pay:</i>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

DHIA

Danch, Harner & Associates, Inc.

Land Surveyors ■ Professional Engineers

Landscape Architects ■ Land Planners

Office: (574)234-4003 / (800)594-4003 ■ Fax: (574)234-4009

1643 Commerce Drive ■ South Bend, IN 46628

Honorable Members of the City of
South Bend Common Council
4th Floor County-City Building
South Bend, Indiana 46601

September 12, 2017

RE: Street Vacation – Western Avenue from Frances Street east 241 feet +/- to Parry Street, the First North/South Alley east of Frances Street, between Western Avenue on the North to the First East/West Alley south of Western Avenue, South Bend, Indian

Dear Council Members:

On behalf of our clients, we are requesting the approval of the Vacation for all the Public Streets and Alleys known as Street Vacation – Western Avenue from Frances Street east 241 feet +/- to Parry Street, the First North/South Alley east of Frances Street, between Western Avenue on the North to the First East/West Alley south of Western Avenue, South Bend, Indiana.

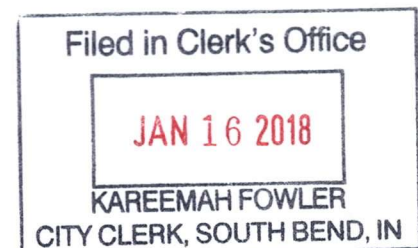
The reason for this request is to allow for the future development of property adjacent to the the proposed vacated streets and alleys.

If you have any questions concerning this matter, please feel free to give me a call at 234-4003.

Sincerely,

Michael J. Danch

Michael J. Danch
President
Danch, Harner & Associates
File No. 170209



1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/235-9251
FAX 574/235-9171

CITY OF SOUTH BEND PETE BUTTIGIEG, MAYOR
BOARD OF PUBLIC WORKS

December 21, 2017

Michael Danch
Danch, Harner & Associates, Inc.
1643 Commerce Drive
South Bend, IN 46628

RE: Alley/Street Vacation – Western Avenue from Frances Street running East 175 feet, More or Less and First North/South Alley East of Frances Street, between Western Avenue on the North and running South of 198 feet, More or Less, to the First East/West Alley South of Western Avenue (Preliminary Review)

Dear Mr. Danch:

The Board of Public Works, at its December 21, 2017, meeting, reviewed comments by the Engineering Division, Area Plan Commission, Community Investment, Fire Department, and the Solid Waste Division. Per Indiana Code 36-7-3-13 criteria, all departments gave favorable recommendations regarding the vacation of this street/alley.

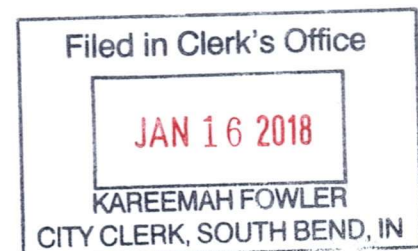
Therefore, the Board of Public Works submitted a favorable recommendation for the vacation of this alley/street.

Please contact Donna Hanson at (574) 235-9254 prior to picking up your radius map. You will need a radius map showing properties within 150' of the proposed vacation for your petition to the Common Council. Once you pick up the radius map, proceed to the City Clerk's office for your alley/street vacation packet.

Sincerely,

Linda M. Martin, Clerk

c: Federico Rodriguez, Fire Department
Donna Hanson, Engineering
Bianca Tirado, City Clerk's Office



BILL NO. 06-18

ORDINANCE NO. _____

AN ORDINANCE TO VACATE THE FOLLOWING DESCRIBED PROPERTIES:

Street Vacation – Western Avenue from Frances Street east 241 feet +/- to Parry Street, the First North/South Alley east of Frances Street, between Western Avenue on the North to the First East/West Alley south of Western Avenue, South Bend, Indiana

STATEMENT OF PURPOSE AND INTENT

Pursuant to Indiana Code Section 36-7-3-12, the Common Council is charged with the authority to hear all petitions to vacate public ways or public places within the City.

The following Ordinance vacates the above described public property.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, as follows:

SECTION I. The Common Council of the City of South Bend having held a Public Hearing on the petition to vacate the following properties:

- 1). Street Vacation – Western Avenue from Frances Street running east 241 feet more or less to Parry Street.
- 2). Alley Vacation – The First North/South Alley east of Frances Street, between Western Avenue on the North and running south 198 feet more or less to the First East/West Alley south of Western Avenue.

hereby determines that it is desirable to vacate said properties.

SECTION II. The City of South Bend hereby reserves the rights and easements of all utilities and the Municipal City of South Bend, Indiana, to construct and maintain any facilities, including, but not limited to, the following: electric, telephone, gas, water, sewer, surface water control structures and ditches, within the vacated right-of-way, unless such rights are released by the individual utilities.

SECTION III. The following property Tax Key Numbers may be injuriously or beneficially affected by such vacating:

<i>18-6006-0166</i>	<i>18-6006-0166.03</i>	<i>18-6006-0166.02</i>	<i>18-6008-0183</i>	<i>18-6006-0163</i>	<i>18-6008-0189</i>
<i>18-6006-0162</i>	<i>18-6006-0161</i>	<i>18-6006-0160</i>	<i>18-6006-0158</i>	<i>18-6006-0156</i>	<i>18-6008-0190</i>
<i>18-6006-0154</i>	<i>18-6006-0164.03</i>	<i>18-6006-0164.02</i>	<i>18-6006-0149</i>	<i>18-6006-0150</i>	<i>18-6013-0297</i>

18-6006-0151	18-6006-0153	18-6006-0164.01	18-6013-0285	18-6013-0286	18-6013-0288
18-6013-0287.01	18-6013-0292	18-6013-0294	18-6013-0297	18-6013-0296	18-6013-0283
18-6013-0295	18-6013-0290	18-6013-0289	18-6008-0184	18-6008-0188	18-6013-0280
18-6013-0281	18-6013-0282				

SECTION IV. The purpose of the vacation of the real properties is to vacate that portion of all the Public Alleys and Streets in the described area to allow for the development of some of the adjacent property.

SECTION V. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

Tim Scott, Council President
Member of the Common Council

Attest:

Kareemah N. Fowler, City Clerk
Office of the City Clerk

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the _____ day of _____, 2018, at _____ o'clock ____ . m.

Kareemah N. Fowler, City Clerk
Office of the City Clerk

Approved and signed by me on the _____ day of _____, 2018, at ____ o'clock ____ .m.

Pete Buttigieg, Mayor
City of South Bend, Indiana

PETITION TO VACATE PUBLIC RIGHTS-OF-WAY
(STREETS/ALLEYS)

To the Common Council
of the City of South Bend, Indiana

Date: 9-12-17

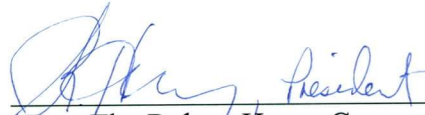
We, the undersigned property owner(s), petition you to vacate:

- 1). Street Vacation – Western Avenue from Frances Street running east 241 feet more or less to Parry Street.
- 2). Alley Vacation – The First North/South Alley east of Frances Street, between Western Avenue on the North and running south 198 feet more or less to the First East/West Alley south of Western Avenue.

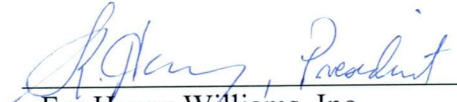
Tax Key Numbers owned by the Petitioners:

18-6006-0164.02 18-6008-0184 18-6008-0188 18-6008-0189 18-6008-0190 18-6013-0289
18-6013-0290 18-6013-0295 18-6013-0281 18-6013-0282 18-6013-0280 18-6006-0156

NAME (signed & printed) & ADDRESS



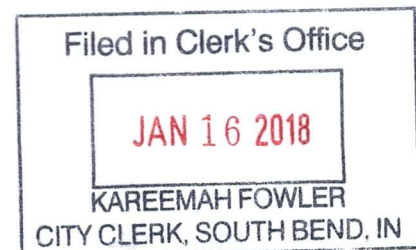
For- The Robert Henry Corporation
404 South Frances Street
South Bend, Indiana 46624
Stephen R. Henry

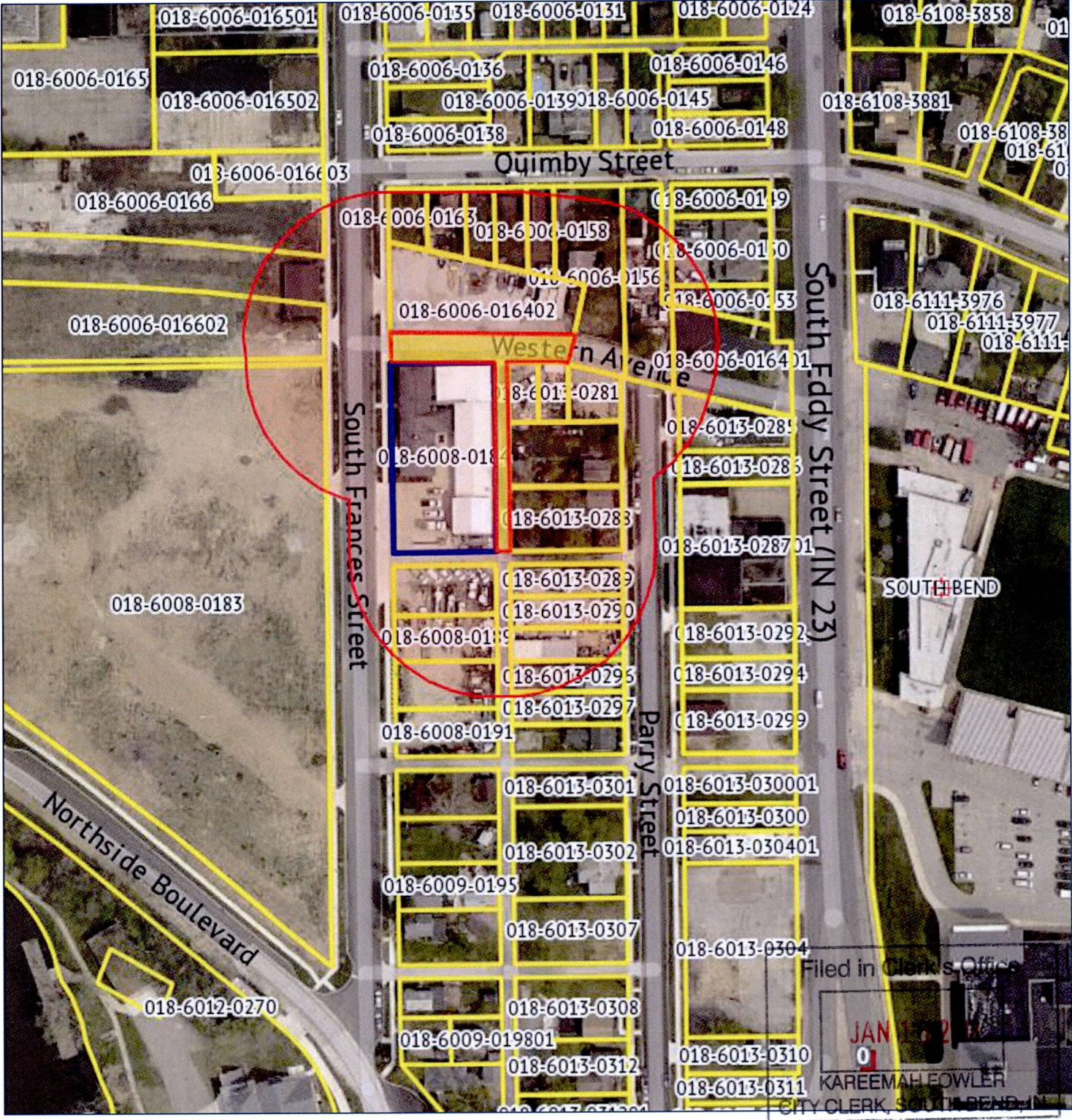


For Henry-Williams, Inc.
404 South Frances Street
South Bend, Indiana 46624
Stephen R. Henry

Office of the City Clerk
Kareemah Fowler, City Clerk
Room 455-County-City Building
South Bend, IN 46601
574-235-9221

CONTACT PERSON NAME:
Michael J. Danch
Danch, Harner & Associates, Inc.
1643 Commerce Drive
South Bend, Indiana 46628
e-mail: mdanch@danchharner.com





City of South Bend
 Dept. of Public Works
 227 W Jefferson Blvd. #1316
 South Bend, IN 46601
 Phone: (574) 235-9251



150' Buffer

*Address List attached

Date Prepared: 12/29/2017 DCH

**Alley Vacation 150' Radius
 Robert Henry Corporation**

The alley to be vacated is the NS alley 14' in width, running ~198' from the S RoW of Western St., E of S. Francis and W of S. Eddy St., And Western Ave. running E ~183' from E RoW of S. Francis St. ~20' in width.

Filed in Clerk's Office
 JAN 1 2018
 KAREEMAH FOWLER
 CITY CLERK, SOUTH BEND, IN