



## **SOUTH BEND COMMON COUNCIL**

---

### **MEETING AGENDA**

Monday, April 9, 2018  
7:00 P.M.

1. **INVOCATION- MINISTER LAQUITA HUGHES- NEW HORIZONS OUTREACH MINISTRY**
2. **PLEDGE TO THE FLAG**
3. **ROLL CALL**
4. **REPORT FROM THE SUB-COMMITTEE ON MINUTES**
5. **SPECIAL BUSINESS**
6. **REPORTS FROM CITY OFFICES**
7. **COMMITTEE OF THE WHOLE** **TIME: \_\_\_\_\_**

BILL NO.

05-18 PUBLIC HEARING ON AN ORDINANCE AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED AT 3527 LINCOLN WAY WEST, COUNCILMANIC DISTRICT NO. 1 IN THE CITY OF SOUTH BEND, INDIANA

19-18 PUBLIC HEARING ON AN ORDINANCE TO VACATE THE FOLLOWING DESCRIBED PROPERTIES: FIRST NORTH/SOUTH ALLEY EAST OF ARTHUR STREET, RUNNING FROM CAMPEAU STREET ON THE SOUTH TO THE FIRST EAST-WEST ALLEY ON THE NORTH COVERING A DISTANCE OF APPROXIMATELY 156 FEET, ALL IN SOUTH BEND, INDIANA

20-18 PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF SOUTH BEND, INDIANA, ADDING SECTION 20-4 OF CHAPTER 20, ARTICLE 1 OF THE SOUTH BEND MUNICIPAL CODE TO ESTABLISH PARKING RESTRICTIONS ON SOUTH BEND CITY STREETS.

21-18 PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING CHAPTER 6 OF THE

SOUTH BEND MUNICIPAL CODE TO INCLUDE A NEW ARTICLE 13  
ESTABLISHING RESPONSIBLE BIDDING PRACTICES AND SUBMISSION  
REQUIREMENTS ON PUBLIC WORKS PROJECTS

8. **BILLS ON THIRD READING** **TIME:**\_\_\_\_\_

BILL NO.

05-18 THIRD READING ON AN ORDINANCE AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED AT 3527 LINCOLN WAY WEST, COUNCILMANIC DISTRICT NO. 1 IN THE CITY OF SOUTH BEND, INDIANA

19-18 THIRD READING ON AN ORDINANCE TO VACATE THE FOLLOWING DESCRIBED PROPERTIES: FIRST NORTH/SOUTH ALLEY EAST OF ARTHUR STREET, RUNNING FROM CAMPEAU STREET ON THE SOUTH TO THE FIRST EAST-WEST ALLEY ON THE NORTH COVERING A DISTANCE OF APPROXIMATELY 156 FEET, ALL IN SOUTH BEND, INDIANA

20-18 THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF SOUTH BEND, INDIANA, ADDING SECTION 20-4 OF CHAPTER 20, ARTICLE 1 OF THE SOUTH BEND MUNICIPAL CODE TO ESTABLISH PARKING RESTRICTIONS ON SOUTH BEND CITY STREETS.

21-18 THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING CHAPTER 6 OF THE SOUTH BEND MUNICIPAL CODE TO INCLUDE A NEW ARTICLE 13 ESTABLISHING RESPONSIBLE BIDDING PRACTICES AND SUBMISSION REQUIREMENTS ON PUBLIC WORKS PROJECTS

9. **RESOLUTIONS**

BILL NO.

18-12 A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SOUTH BEND, INDIANA, AND ST. JOSEPH COUNTY, INDIANA, FOR THE MUTUAL OPERATION OF SPECIAL LAW ENFORCEMENT UNITS KNOWN AS METRO UNITS ADDRESSING CRIMES OF SPECIAL GRAVITY IN ST. JOSEPH COUNTY

10. **BILLS ON FIRST READING**

11. **UNFINISHED BUSINESS**

BILL NO.

18-15 A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND INDIANA, APPROVING A PETITION OF THE AREA BOARD OF ZONING APPEALS FOR THE PROPERTY LOCATED AT 122 MILTON STREET

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, 4<sup>th</sup> 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 N. FOWLER, CITY CLERK

## MEMORANDUM

**TO:** MEMBERS OF THE COMMON COUNCIL  
**FROM:** KAREEMAH FOWLER, CITY CLERK  
**DATE:** APRIL 5, 2018  
**SUBJECT:** COMMITTEE MEETING NOTICE

The following Common Council Committee Meetings have been scheduled for **MONDAY, APRIL 9, 2018:**

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

- 4:00 P.M.**      **HEALTH & PUBLIC SAFETY**      **JO M. BRODEN, CHAIRPERSON**
1. [Bill No. 18-12](#)- Interlocal Agreement between the City of South Bend and St. Joseph County Metro Units
  2. [Bill No. 20-18](#)- Ordinance on New Parking Restrictions
- 4:30 P.M.**      **PUBLIC WORKS & PROPERTY VACATION**      **JOHN VOORDE, CHAIRPERSON**
1. [Bill No. 19-18](#)- Alley Vacation at 1221 E. Campeau Street
  2. [Bill No. 21-18](#)- Ordinance Establishing Responsible Bidding Practices and Submission Requirements on Public Works Projects
- 4:55 P.M.**      **ZONING & ANNEXATION**      **OLIVER J. DAVIS, CHAIRPERSON**
1. [Bill No. 05-18](#)- Rezoning for property located at 3527 Lincoln Way West

Council President Tim Scott has called an **Informal Meeting** of the Council which will commence immediately after the adjournment of the Zoning & 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  
Media

INTEGRITY | SERVICE | ACCESSIBILITY

JENNIFER M. COFFMAN  
CHIEF DEPUTY/DIRECTOR OF OPERATIONS

BIANCA L. TIRADO  
DEPUTY/DIRECTOR OF POLICY

JOSEPH R. MOLNAR  
ORDINANCE VIOLATION CLERK

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

455 County-City Building | 227 W. Jefferson Blvd. | South Bend, Indiana 46601 | p 574.235.9221 | f 574.235.9173 | www.southbendin.gov

**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**



## 2018 COMMON COUNCIL STANDING COMMITTEES (Rev. 02-26-18)

### 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

Sharon L. McBride, 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

Sharon L. McBride, 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

Sharon L. McBride, 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.

Sharon L. McBride, 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  
Sharon L. McBride, 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

Sharon L. McBride, 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.02-26-18)

### **TIM SCOTT, 1<sup>ST</sup> District Council Member**

#### **President**

Information and Technology, Chairperson

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

### **REGINA WILLIAMS-PRESTON 2<sup>ND</sup> District Council Member**

Community Relations Committee, Chairperson

Community Investment Committee, Vice-Chairperson

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

### **SHARON L. MCBRIDE, 3<sup>RD</sup> 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, 4<sup>TH</sup> 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, 5<sup>TH</sup> 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, 6<sup>TH</sup> 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





AREA PLAN COMMISSION OF ST. JOSEPH COUNTY, IN

LAWRENCE P. MAGLIOZZI  
EXECUTIVE DIRECTOR

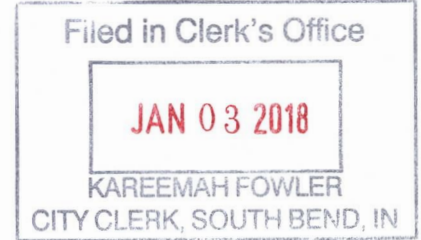
Angela M. Smith  
Deputy Director

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

BILL NO. 05-18

January 3, 2018

Honorable South Bend Common Council  
4<sup>th</sup> Floor, County-City Building  
South Bend, IN 46601



RE: 3527 Lincoln Way West  
APC# 2859-17

Dear Council Members:

Enclosed in an Ordinance for the proposed Zone Map Amendment at the above referenced location. Please include the attached Ordinance on the Council agenda for first reading at your January 8, 2018 Council meeting, and set it for public hearing at your February 26, 2018 Council meeting. The petition is tentatively scheduled for public hearing at the February 20, 2018 Area Plan Commission meeting. The recommendation of the Area Plan Commission will be forwarded to your office by noon on the day following the public hearing.

If you have any questions, please feel free to contact our office.

Sincerely,

Angela M. Smith  
Deputy Director

CC: Bob Palmer

**BILL NO. 05-18**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE FOR PROPERTY  
LOCATED AT 3527 LINCOLN WAY WEST, COUNCILMANIC DISTRICT NO. 1 IN  
THE CITY OF SOUTH BEND, INDIANA**

---

**STATEMENT OF PURPOSE AND INTENT**

---

Petitioner is seeking a rezoning to OB Office Buffer for an office.

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

SECTION 1. Ordinance No. 9495-04, is amended, which ordinance is commonly known as the Zoning Ordinance of the City of South Bend, Indiana, be and the same hereby is amended in order that the zoning classification of the following described real estate in the City of South Bend, St. Joseph County, State of Indiana:

Beginning at a point ninety-one feet six inches (91.5') west of the northeast corner of the west half of the northeast quarter (NE 1/4) of Section four (4) Township thirty-seven (37) north, Range two (2) east; thence running south parallel with the east line of the west half (W 1/2) of said Section four (4) to the northerly line of Lincoln Way West, formerly Michigan Road; thence northwesterly along the northerly line of said road two hundred thirty-nine feet (239); thence north to the north line of said Section; thence east along the north line of said Section, two hundred twenty-four (224) feet to the place of beginning; excepting therefrom a parcel of land described as a point ninety-one and five tenths (91.5) feet west of the northeast corner of the northwest quarter (NW 1/4) of the northeast quarter (NE 1/4) of said Section four (4), Township and Range aforesaid; thence running due south to the northerly line of Lincoln Way West, formerly Michigan Road; thence northwesterly along the northerly line of said road, one hundred eight and twenty-six hundredths (108.26) feet; thence in a due northerly direction to the north line of said section; thence east along the north line of said section, 100 feet to the place of beginning, all in St. Joseph County, Indiana.

be and the same is hereby established as OB Office-Buffer District.

SECTION II.

This ordinance is and shall be subject to commitments as provided by Chapter 21-09.02(d) Commitments, if applicable.

SECTION III. This ordinance shall be in full force and effect from and after its passage by the

Common Council, approval by the Mayor, legal publication, and full execution of any conditions or Commitments placed upon the approval.

---

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

1st READING  
PUBLIC HEARING  
3rd READING  
NOT APPROVED  
REFERRED  
PASSED



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

Wednesday, February 21, 2018

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

RE: A proposed ordinance of Women's Care Center, Inc. to zone from SF1 Single Family & Two Family District to OB Office Buffer District, property located at 3527 Lincoln Way West, City of South Bend - APC# 2859-17.

Dear Council Members:

I hereby Certify that the above referenced ordinance of Women's Care Center, Inc. was legally advertised on February 8, 2018 and that the Area Plan Commission at its public hearing on February 20, 2018 took the following action:

Upon a motion by Oliver Davis, being seconded by Jacob Holloway and unanimously carried, a proposed ordinance of Women's Care Center, Inc. to zone from SF1 Single Family & Two Family District to OB Office Buffer District, property located at 3527 Lincoln Way West, City of South Bend, is sent to the Common Council with a NO RECOMMENDATION.

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, appearing to read 'L. P. Magliozzi', written over a horizontal line.

Lawrence P. Magliozzi

Attachment

CC: Women's Care Center, Inc.  
Richard A. Nussbaum II

## **Staff Report**

2/8/2018

APC # 2859-17  
Owner: Women's Care Center, Inc.  
Location: 3527 Lincoln Way West  
Jurisdiction: City of South Bend  
Public Hearing Date: 2/20/2018

### **Requested Action:**

The petitioner is requesting a zone change from SF1 Single Family & Two Family District to OB Office Buffer District

### **Land Uses and Zoning:**

On site: On site is a single family home and associated accessory structures.  
North: To the north, across from Elwood, are single family homes zoned SF2: Single Family and Two Family District.  
East: To the east is an office zoned OB: Office Buffer District.  
South: Across Lincoln Way are three parcels zone LB: Local Business District.  
West: To the west are single family homes zoned SF1: Single Family and Two Family District.

### **District Uses and Development Standards:**

The O/B: Office/Buffer District is to provide specific areas where only certain limited offices may be developed. Since the district excludes retail, clinics, and business and commercial uses, and requires extensive screening and landscaping of permitted uses and associated parking areas, it may serve as a buffer between residential areas, and business and commercial developments. The O/B: Office/Buffer District is expressly intended to be limited to the area in association with commercial areas and certain streets where a gradual transition from existing residential use should occur.

### **Site Plan Description:**

The site plan shows the remodeling and expansion of the existing home on the 0.57 acre lot, including the addition to that back of the house and the small addition on the south east corner of the house. Three structures will be removed. The existing structure and additions will house a medical clinic and offices. 20 parking spaces are proposed for the business, 15 are required. The site meets the landscaping requirements.

### **Zoning and Land Use History And Trends:**

Parcels to the south and east have been rezoned to commercial or office districts. The parcel directly adjacent to the east was recently rezoned to OB: Office Buffer in 2002.

### **Traffic and Transportation Considerations:**

Lincoln Way to the south has two lanes with a middle multi-directional left turn lane and seperated bike lanes in each direction. Elwood on the north side has two lanes.

### **Utilities:**

The site will be served by municipal water and sewer.

### **Agency Comments:**

Community Investment offers a favorable recommendation. The future land use plan in the West Side Main Streets Plan designates this parcel as the westernmost parcel in the Bendix Node. Thus, a use more intense than single-family residential would be appropriate, and

APC # 2859-17

Page 1 of 2

the proposed OB zoning would provide a transition from the single-family residential parcels to the west to the suburban commercial uses to the east.

**Commitments:**

The petitioner is not proposing any written commitments.

**Criteria to be considered in reviewing rezoning requests, per IC 36-7-4-603:**

**1. Comprehensive Plan:**

**Policy Plan:**

The West Side Main Streets Plan (2014) states that the Bendix Node, in which this parcel is located, would be appropriate for commercial and medical office uses.

**Land Use Plan:**

The future land use plan identifies this area as the Bendix Node.

**Plan Implementation/Other Plans:**

The Petition is consistent with the Comprehensive Plan for the City of South Bend (2005), Objective LU 2.2: Pursue a mix of land uses along major corridors and other locations identified on the Future Land Use Map and Objective ED 7.3: Support neighborhood-based economic opportunities as identified in area-specific plans.

**2. Current Conditions and Character:**

Lincoln Way West is a mix of commercial and office businesses. To the north and south of the parcel, abutting the parcels along Lincoln Way, are primarily single-family residential homes.

**3. Most Desirable Use:**

The most desirable use is office or commercial use.

**4. Conservation of Property Values:**

Surrounding property values should not be affected negatively.

**5. Responsible Development And Growth:**

It is reasonable development and growth to encourage the development of office and commercial uses in the proposed mixed-use node.

**Staff Comments:**

The staff has no additional comments at this time.

**Recommendation:**

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

**Analysis:**

Rezoning this property to OB: Office Buffer will correspond well with the adjacent commercial and office properties along Lincoln Way. This rezoning corresponds with the City Comprehensive Plan and the West Side Main Streets Plan. Commercial and office use is appropriate for the Bendix Node (West Side Main Streets, 2014) which this parcel is located.



REZONING  
#2859-18

WELLINGTON

KENMORE

ELWOOD

BRENTWOOD

LINCOLN WAY

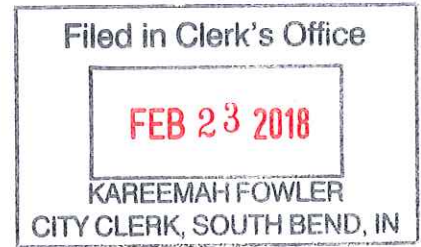
Portage Township  
1 inch = 100 feet



**Bianca Tirado**

---

**From:** Graham Sparks  
**Sent:** Friday, February 23, 2018 11:20 AM  
**To:** Bianca Tirado  
**Cc:** Kareemah Fowler  
**Subject:** Fw: 02-26-2018 Council Committee Notice.pdf  
**Attachments:** 02-26-2018 Council Committee Notice.pdf



Sent using OWA for iPhone

---

**From:** William Bruinsma <William.bruinsma@rop.com>  
**Sent:** Friday, February 23, 2018 11:03:57 AM  
**To:** Graham Sparks  
**Cc:** davidanufeer@gmail.com; Rusty Alexander; Ike Shipman; Ski Broman; William Bruinsma; Brendan Crumlish  
**Subject:** 02-26-2018 Council Committee Notice.pdf

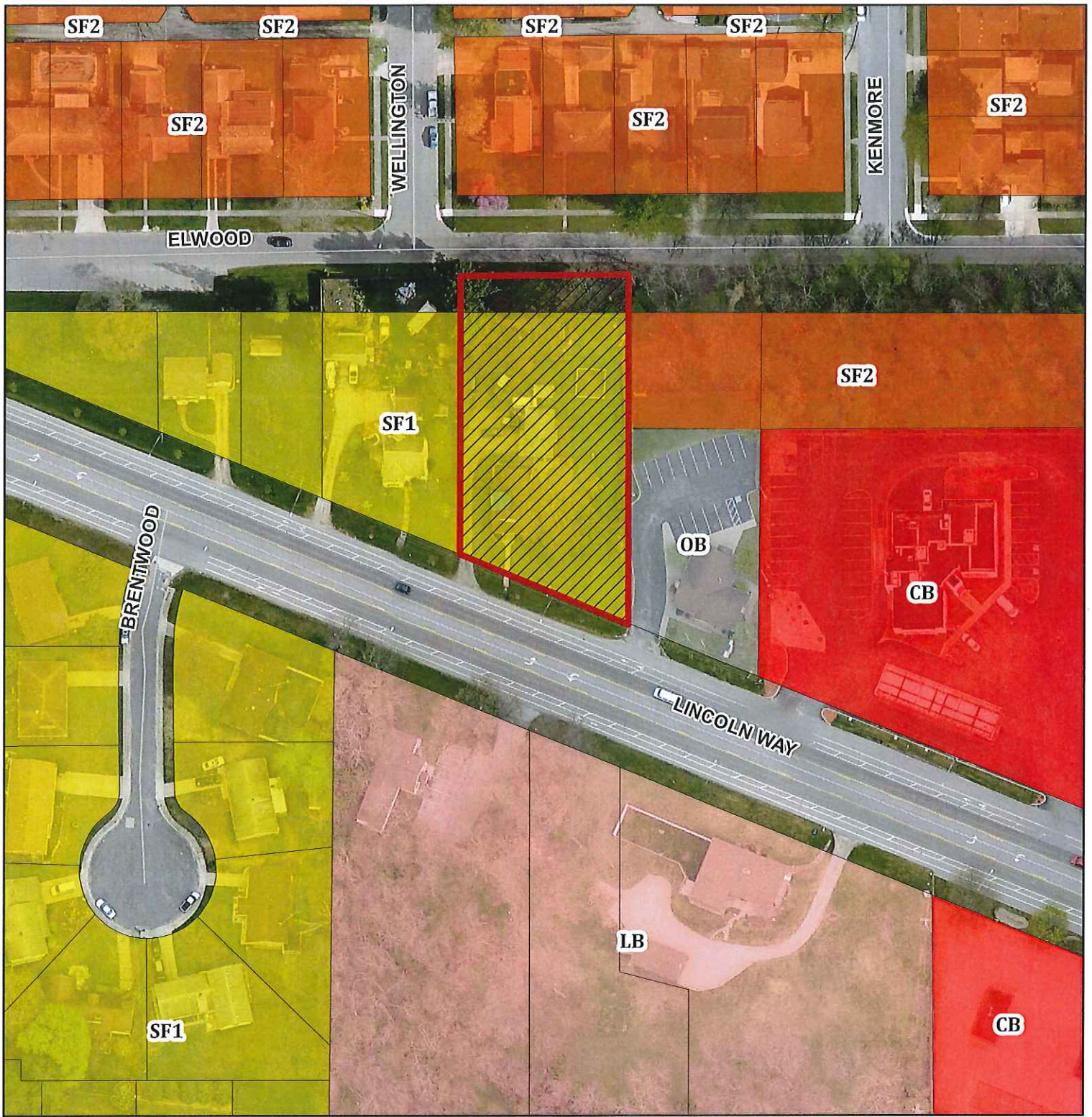
Dear Mr. Sparks,

Thank you for talking with me yesterday. I appreciated being able to talk with you and Ms. Fowler concerning a Bill to be considered by the City Council members on February 26, 2018. As discussed yesterday I would like to respectfully request to continue to another time the discussion of 18-03 "A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROVING A PETITION OF THE AREA BOARD OF ZONING APPEALS FOR THE PROPERTY LOCATED AT 915 27TH STREET". This will allow me more time to meet with community leaders and meet with the newly appointed City Council Member from that district. I apologize for any inconvenience this request causes ahead of time.

If you have any questions then please call me at 574-339-4419.

Respectfully,

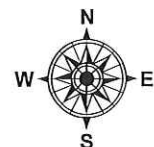
Bill Bruinsma, Psy.D., HSPP



**Rezoning from: CITY OF SOUTH BEND  
 SF1: SINGLE FAMILY & TWO FAMILY DISTRICT TO  
 OB: OFFICE BUFFER DISTRICT**

**MASTER ZONING KEY**

- SOUTH BEND "SF1" SINGLE FAMILY AND TWO FAMILY DISTRICT
- SOUTH BEND "SF2" SINGLE FAMILY AND TWO FAMILY DISTRICT
- SOUTH BEND "OB" OFFICE BUFFER DISTRICT
- SOUTH BEND "LB" LOCAL BUSINESS DISTRICT
- SOUTH BEND "CB" COMMUNITY BUSINESS DISTRICT



1 inch = 100 feet

**APC # 2859-18**



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

February 21, 2018

Honorable South Bend Common Council  
4<sup>th</sup> Floor, County-City Building  
South Bend, IN 46601

RE: Bill #05-18  
Rezoning: APC#2859-17  
3527 Lincolnway

Dear Council Members:

The Area Plan Commission held a public hearing on February 20, 2018 for the above reference petition. This petition is set for public hearing before the Common Council on Monday, February 26, 2018.

**Ordinance & Petition Amendments:**

The following changes were made to the petition:

- 1) The site plan was updated with more detail

There were no changes to the Ordinance.

**Public Hearing Summary:**

There was 1 person that spoke in favor of the petition stating the current facility had outgrown the space. There were 2 people that spoke in opposition stating that this development was dangerous to the community and is bad development. We received 11 letters in 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

PETITION FOR ZONE MAP AMENDMENT  
*City of South Bend, Indiana*

**I (we) the undersigned make application to the City of South Bend Common Council to amend the zoning ordinance as herein requested.**

- 1) The property sought to be rezoned is located at:

3527 Lincoln Way West  
South Bend, IN 46628

- 2) The property Tax Key Number(s) is/are: 018-2193-7244

- 3) Legal Description(s):

Beginning at a point ninety-one feet six inches (91.5') west of the northeast corner of the west half of the northeast quarter (NE 1/4) of Section four (4) Township thirty-seven (37) north, Range two (2) east; thence running south parallel with the east line of the west half (W 1/2) of said Section four (4) to the northerly line of Lincoln Way West, formerly Michigan Road; thence northwesterly along the northerly line of said road two hundred thirty-nine feet (239); thence north to the north line of said Section; thence east along the north line of said Section, two hundred twenty-four (224) feet to the place of beginning; excepting therefrom a parcel of land described as a point ninety-one and five tenths (91.5) feet west of the northeast corner of the northwest quarter (NW 1/4) of the northeast quarter (NE 1/4) of said Section four (4), Township and Range aforesaid; thence running due south to the northerly line of Lincoln Way West, formerly Michigan Road; thence northwesterly along the northerly line of said road, one hundred eight and twenty-six hundredths (108.26) feet; thence in a due northerly direction to the north line of said section; thence east along the north line of said section, 100 feet to the place of beginning, all in St. Joseph County, Indiana.

- 4) Total Site Area: 0.67 acres (29,133 square feet)

- 5) Name and address of property owner(s) of the petition site:

Women's Care Center, Inc.  
360 N. Notre Dame Avenue  
South Bend, IN 46617  
(574) 968-7476  
[annmanion13@gmail.com](mailto:annmanion13@gmail.com)

Name and address of additional property owners, if applicable:

Not Applicable

- 6) Name and address of contingent purchaser(s), if applicable:

Not Applicable

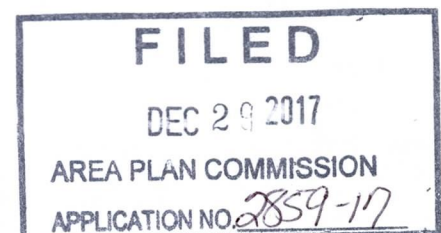
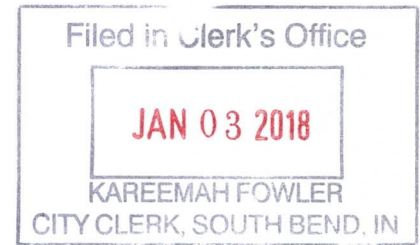
Name and address of additional property owners, if applicable:

Not Applicable

- 7) It is desired and requested that this property be rezoned:

From: SF1 Single-Family and Two-Family District

To: OB Office Buffer District



8) This rezoning is requested to allow the following use(s):

Counseling Offices

IF VARIANCE(S) ARE BEING REQUESTED:

Not Applicable

IF A SPECIAL EXCEPTION USE IS BEING REQUESTED:

Not Applicable

CONTACT PERSON:

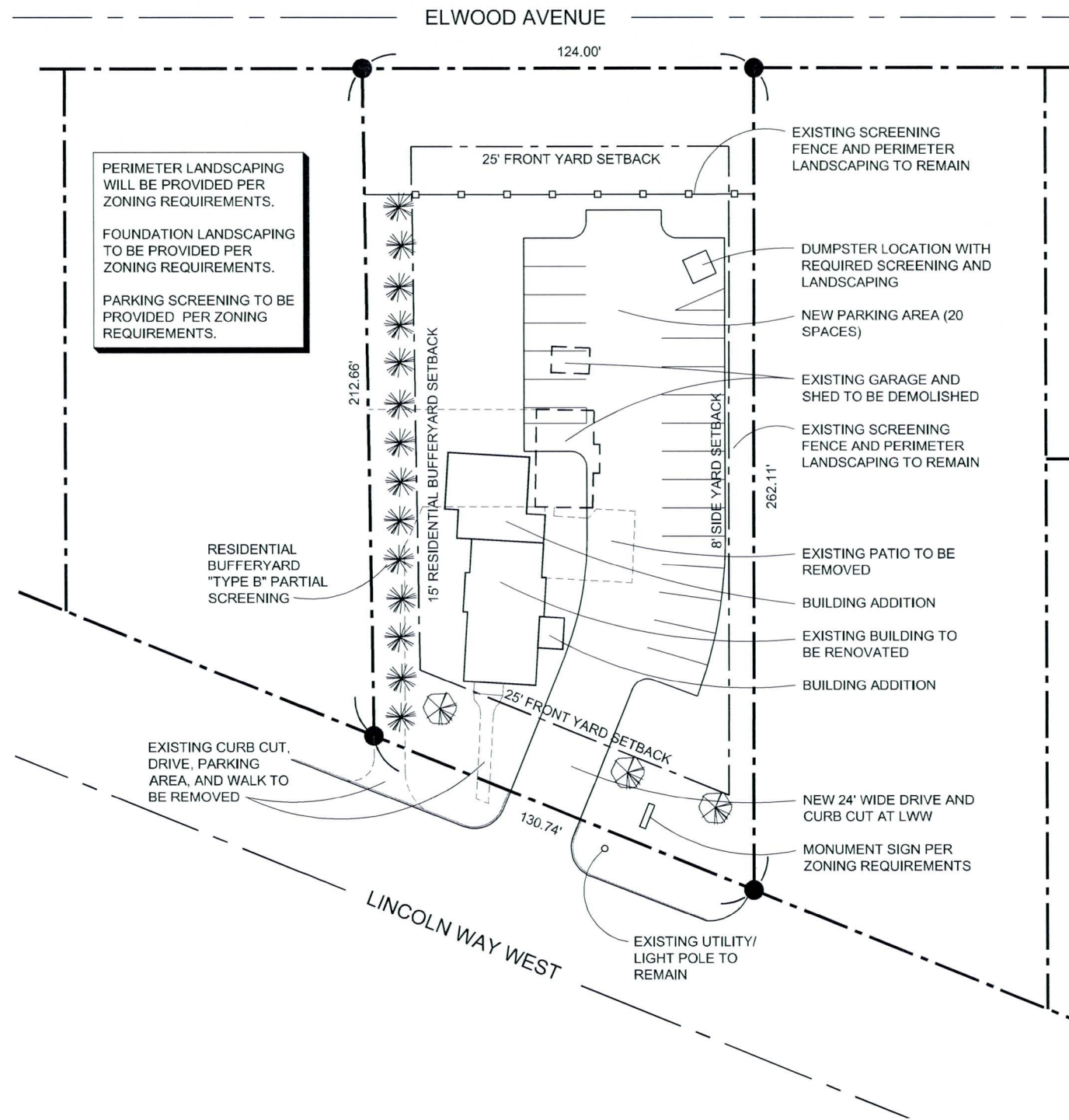
Richard A Nussbaum II  
210 South Michigan Street  
South Bend, IN 46601  
574-234-3000  
dickn@sni-law.com

**BY SIGNING THIS PETITION, THE PETITIONERS/PROPERTY OWNERS OF THE ABOVE-DESCRIBED REAL ESTATE AUTHORIZE THAT THE CONTACT PERSON LISTED ABOVE MAY REPRESENT THIS PETITION BEFORE THE AREA PLAN COMMISSION AND COMMON COUNCIL AND TO ANSWER ANY AND ALL QUESTIONS THEREON.**

Signature(s) of all property owner(s), or signature of Attorney for all property owner(s):

*Ann Mann*  
president, women's care center  
\_\_\_\_\_  
\_\_\_\_\_

FILED  
JUN 15 2011  
SOUTH BEND, INDIANA  
COUNTY CLERK'S OFFICE



### TABULATED DATA

1. APPLICABLE ZONING ORDINANCE: CITY OF SOUTH BEND ZONING ORDINANCE, EFFECTIVE DATE 5/7/04.
2. ZONING DISTRICT: EXISTING: SF1 - SINGLE FAMILY AND TWO FAMILY DISTRICT  
 PROPOSED: OB - OFFICE BUFFER DISTRICT  
 PERMITTED USES/PRIMARY USES INCLUDE CLINIC MEDICAL AND OFFICE/PROFESSIONAL SERVICE.
3. MINIMUM YARDS AND SETBACKS  
 FRONT YARD AND BUILDING SETBACK: 25' FROM ROW  
 SIDE YARD AND BUILDING SETBACK: 8'  
 SIDE RESIDENTIAL BUFFER YARD SETBACK: 15'  
 REAR YARD AND BUILDING SETBACK: 15'  
 PARKING AREAS AND DRIVEWAYS ARE PERMITTED IN MINIMUM FRONT AND SIDE YARDS. PARKING AREAS MAY NOT BE CLOSER THAN 15' TO ROW IN FRONT YARDS.  
 BUILDINGS AND STRUCTURES NOT PERMITTED IN RESIDENTIAL BUFFER YARD SETBACKS
4. MAXIMUM PERMITTED BUILDING HEIGHT: 35', NOT TO EXCEED TWO AND ONE-HALF (2 1/2) STORIES  
 PROPOSED BUILDING HEIGHT: 24'  
 MAXIMUM PERMITTED GROSS FLOOR AREA: 5,000 S.F.  
 PROPOSED GROSS FLOOR AREA: 2,594 S.F. EXISTING  
 1,500 S.F. ADDITION  
 4,094 S.F. TOTAL
6. SIGNS:  
 FREESTANDING SIGNS: MAXIMUM AREA OF 32 S.F. MONUMENT SIGN, 5' HIGH (MAX.)  
 WALL SIGNS: 5% OF THE TOTAL AREA OF THE FRONT FACADE, AND 3% OF THE TOTAL AREA OF THE SIDE OR REAR FACADES
7. OFF-STREET PARKING:  
 REQUIRED: OFFICE USE (3.5 SPACES PER 1,000 GSF) 15  
 PROPOSED 20
8. OFF-STREET LOADING: NOT REQUIRED (OFFICE USE LESS THAN 10,000 SF).

**ALLIANCE ARCHITECTS**  
 929 Lincolnway East, Suite 200 | South Bend, Indiana 46601

REZONING SUBMITTAL

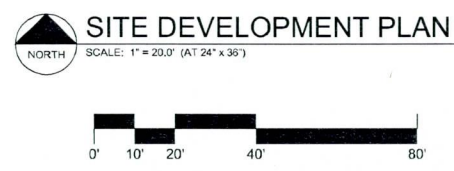
RENOVATIONS FOR THE WOMEN'S CARE CENTER  
 3527 LINCOLNWAY WEST  
 SOUTH BEND, INDIANA

DATE: 12/29/17

© 2017 ALLIANCE ARCHITECTS ALL RIGHTS RESERVED

SHEET NO. C1.0

Filed in Clerk's Office  
**JAN 03 2018**  
 KAREEMAH FOWLER  
 CITY CLERK, SOUTH BEND, IN



**FILED**  
 DEC 29 2017  
 AREA PLAN COMMISSION  
 APPLICATION NO. 2859-17





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

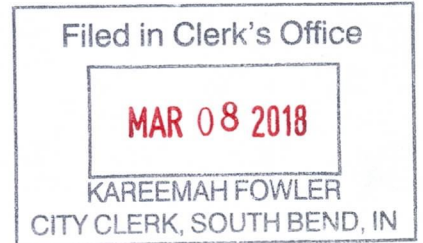


PHONE 574/235-9251  
FAX 574/235-9171

BILL NO. 19-18

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

February 27, 2018



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

RE: Alley Vacation – First North/South Alley ~14' in Width Running North ~156' from North Right-of-Way of Campeau St., East of N. Arthur St., and West of Walsh St. (Preliminary Review)

Dear Mr. Danch:

The Board of Public Works, at its February 27, 2018, meeting, reviewed comments by the Engineering Division, Area Plan Commission, Community Investment, Fire Department, Street Department, and the Solid Waste Division. Per IC 36-7-3-13 criteria, all departments gave favorable recommendations regarding the vacation of this alley.

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

**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 vacation packet.

Sincerely,

Linda M. Martin, Clerk

c: Federico Rodriguez, Fire Department  
Donna Hanson, Engineering  
Alkeyna Aldridge, City Clerk's Office

# 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  
4<sup>th</sup> Floor County-City Building  
South Bend, Indiana 46601

February 12, 2018

RE: Alley Vacation – First North/South Alley East of Arthur Street, running from Campeau Street on the South to the First East-West Alley on the North covering a distance of approximately 156 feet, South Bend, Indiana;

Dear Council Members:

On behalf of our clients we are requesting approval of the vacation of a portion of the First North-South Alley East of Arthur Street, running from Campeau Street on the South to the First East-West Alley on the North covering a distance of approximately 156 feet, being in South Bend, Indiana.

The reason for this request is to allow for the properties located on either side of the proposed alley to be enlarged and to close a public right-of-way which allows for vehicles using the alley to come within a few feet of the two existing adjacent homes. Both homes are owned by the petitioners, and they desire to increase the safety in the use of their properties through the proposed vacation.

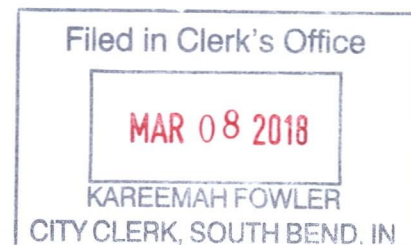
If you have any questions concerning this matter, please feel free to give me a call at 234-4003.

Sincerely,

*Michael J. Danch*

Michael J. Danch  
President  
Danch, Harner & Associates

File No. 180104



**BILL NO. 19-18**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO VACATE THE FOLLOWING DESCRIBED PROPERTIES:**

**FIRST NORTH/SOUTH ALLEY EAST OF ARTHUR STREET, RUNNING FROM CAMPEAU STREET ON THE SOUTH TO THE FIRST EAST-WEST ALLEY ON THE NORTH COVERING A DISTANCE OF APPROXIMATELY 156 FEET, ALL IN 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). Alley Vacation – First North/South Alley East of Arthur Street, running from Campeau Street on the South to the First East-West Alley on the North covering a distance of approximately 156 feet, all in South Bend, Indiana,

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:

18-5092-3250    18-5092-3251    18-5092-3249    18-5092-3248    18-5092-3247    18-5092-3235  
18-5092-3236    18-5092-3237    18-5092-3238    18-5092-3240    18-5092-3241    18-5092-3242  
18-5092-3252    18-5092-3253    18-5087-3122

SECTION IV. The purpose of the vacation of the real properties is to vacate that portion

of all the Public Alley in the described area to allow for the safer use of the adjacent properties.

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  
South Bend 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: 2-12-18

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

1). Alley Vacation – First North/South Alley East of Arthur Street, running from Campeau Street on the South to the First East-West Alley on the North covering a distance of approximately 156 feet, South Bend, Indiana

Tax Key Numbers owned by the Petitioners:

18-5092-3250 18-5092-3251

NAME (signed & printed) & ADDRESS



Andrew Caspers  
3553 Bear Drive  
San Diego, CA 92103

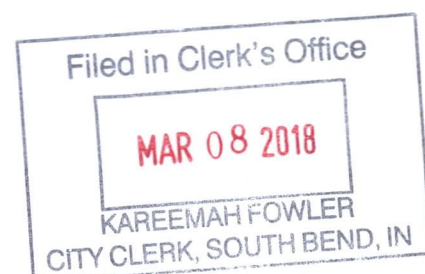


Amanda Shutts  
3553 Bear Drive  
San Diego, CA 92103

For- The Casper Shutts Family Trust  
3553 Bear Drive  
San Diego, CA 92103

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  
574-234-4003  
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: 2/12/2018 DCH

**Alley Vacation 150' Radius Map  
 Danch Harner/Casper  
 1221 E. Campeau**

First NS alley ~14' in width running north ~156'  
 from N right of way of Campeau, east of N.  
 Arthur Street and west of Walsh Street.

Filed in Clerk's Office

MAR 08 2018

KAREEM A. FOWLER  
 CITY CLERK, SOUTH BEND, IN

Property Owners  
Within 300 Feet

City of South Bend  
1200 County City Building  
South Bend, IN. 46601  
Tax Key # 018-5092-3254

Rick B Young  
1317 Chimes Blvd  
South Bend, IN. 46615  
Tax Key # 018-5092-3253

Casper Shutts Family Trust  
3555 Bear Dr  
San Diego, CA. 92103  
Tax Key # 018 5092 3249

Casper Shutts Family Trust  
3555 Bear Dr  
San Diego, CA. 92103  
Tax Key # 018 5092 3247

Shutts Casper Family Trust  
3555 Bear Dr  
San Diego, CA. 92103  
Tax Key # 018 5092 3248

Andrew & Casper & Amanda Shutts  
3555 Bear Dr  
San Diego, CA. 92103  
Tax Key # 018 5092 3250

Casper Shutts Family Trust  
3555 Bear Dr  
San Diego, CA. 92103  
Tax Key # 018 5092 3251

Ronald Little  
1229 Campeau  
South Bend, IN. 46617  
Tax Key # 018-5092-3252

Housing Authority of South Bend  
501 S Scott  
South Bend, IN. 46613  
Tax Key # 018-5092-3235

City of South Bend  
215 S. St. Joseph  
South Bend, IN. 46601  
Tax Key # 018-5087-3122

Andrew & Casper & Amanda Shutts  
3555 Bear Dr  
San Diego, CA. 92103  
Tax Key # 018 5092 3241

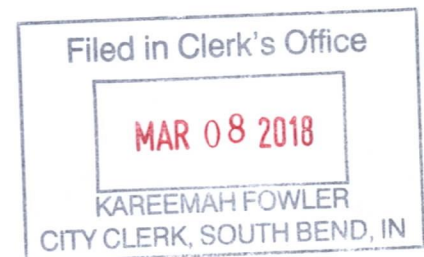
Five Corners LLC  
814 Marietta St  
South Bend, IN. 46601  
Tax Key # 018-5092-3236

Five Corners LLC  
814 Marietta St  
South Bend, IN. 46601  
Tax Key # 018-5092-3237

Alpine Construction Inc  
1616 S Olive St  
South Bend, IN. 46619  
Tax Key # 018-5092-3238

Judith Ann James  
1236 E Corby Blvd  
South Bend, IN. 46617  
Tax Key # 018-5092-3240

South Bend Housing Authority  
501 S Scott  
South Bend, IN. 46613  
Tax Key # 018-5092-3242









# City of South Bend Common Council

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

(574) 235-9321  
Fax (574) 235-9173  
TDD (574) 235-5567  
<http://www.southbendin.gov>

**BILL NO. 20-18**

Tim Scott  
President

March 21, 2018

Oliver Davis  
Vice-President

South Bend Common Council  
4<sup>th</sup> Floor, County-City Building  
South Bend, IN 46601

Gavin Ferlic  
Chairperson, Committee  
of the Whole

Re: New Parking Restriction Ordinance

Tim Scott  
First District

Dear Council Members:

Regina Williams-Preston  
Second District

We are filing the attached proposed ordinance to establish parking restrictions on South Bend Streets. This ordinance would be added as section 20-4 of the Municipal Code. This proposed ordinance incorporates many of the restrictions placed by state statute, but adds a restriction prohibiting parking within 4 feet of either side of driveways.

Sharon L. McBride  
Third District

Jo M. Broden  
Fourth District

The proposed is being submitted pursuant to Ind.Code 9-21-1-3 which permits local authorities to pass ordinances regulating parking in the interest of safety and the expediting of traffic flow.

Dr. David Varner  
Fifth District

Please schedule this for first reading on March 26, 2018 with public hearing, second and third readings on April 9, 2018.

Oliver Davis  
Sixth District

Thank you for your consideration.

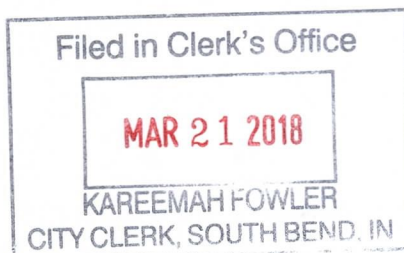
Gavin Ferlic  
At Large

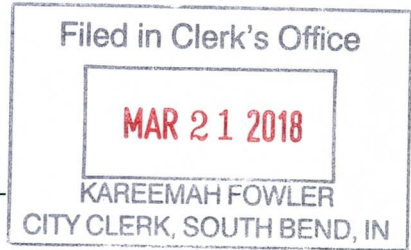
John Voorde  
At Large

Sincerely Yours,

Tim Scott, South Bend Common Council  
President

Karen L. White, South Bend Common  
Council Member at Large





**BILL NO. 20-18**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE COMMON COUNCIL OF SOUTH BEND, INDIANA,  
ADDING SECTION 20-4 OF CHAPTER 20, ARTICLE 1 OF THE SOUTH BEND  
MUNICIPAL CODE TO ESTABLISH PARKING RESTRICTIONS ON SOUTH BEND  
CITY STREETS.**

**STATEMENT OF PURPOSE AND INTENT**

Indiana Code 9-21-1-3 provides local authorities, with respect to private roads and highways under the authority's jurisdiction, and within the reasonable exercise of the police power of the authority, the power to regulate the standing or parking of vehicles for the purposes of safety and the expediting of traffic flow.

In the interests of both expediting the flow of traffic and the safety of: 1) persons operating vehicles on such private roads and highways; 2) persons operating vehicles entering onto such private roads and highways from alleys or driveways; and 3) pedestrians, the standing, stopping, or parking of motor vehicles should be prohibited in designated areas. This ordinance adds § 20-4 to the South Bend Municipal Code and identifies those areas in which standing, stopping, or parking vehicles is prohibited.

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

**SECTION I.** Chapter 20, Article 4 is hereby amended to include Section 20-4 to read as follows:

**Sec. 20-4 Designated Areas Where Stopping, Standing, or Parking Prohibited**

No person may stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or to avoid conflict with law or the directions of a police officer or traffic control device, in any of the following places:

- 1) On any sidewalk or parkway.
- 2) In front, or within four (4) feet, of either side of a public or private driveway as defined in Section 14-41 of the South Bend Municipal Code.
- 3) Within an intersection.

- 4) Within fifteen (15) feet of a fire hydrant.
- 5) On a crosswalk.
- 6) Within twenty (20) feet of a crosswalk at an intersection.
- 7) Within thirty (30) feet of any flashing beacon, stop sign, or traffic control signal located at the side of a roadway.
- 8) Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic authority indicates a different length by signs or markings.
- 9) At any place where an official sign prohibits parking, stopping, or standing.
- 10) Within fifty (50) feet of the nearest rail of a railroad crossing.
- 11) Within twenty (20) feet of the driveway entrance to a fire station, and on the side of a street opposite the entrance to a fire station, within seventy-five (75) feet of the entrance.
- 12) Alongside or opposite a street excavation or obstruction if stopping, standing or parking would obstruct traffic.
- 13) On the roadway side of a vehicle stopped or parked at the edge or a curb of a street.
- 14) Upon a bridge or other elevated structure upon a highway or within a highway tunnel.
- 15) At any place where official signs prohibit stopping, standing or parking.
- 16) At any place designated by a yellow curb line, except for emergency vehicles or other City or County vehicles on official business.
- 17) At any place upon a street or in an alley under such conditions as to create a traffic hazard. For purposes of this section, a traffic hazard will be deemed to exist when the vehicle is parked in such a fashion as to impede normal vehicle traffic through the street or alley or the vehicle blocks the driveway entrance to any abutting property.

**SECTION II.** This ordinance shall be in full force and effect from and after its passage by the Common Council, approval by the Mayor, legal publication, and full execution of any conditions or Commitments placed upon the approval.

\_\_\_\_\_  
Tim Scott, Council President  
South Bend Common Council

Attest:

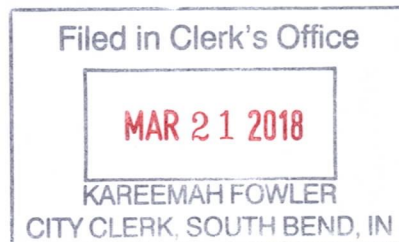
\_\_\_\_\_  
Kareemah N. Fowler, City Clerk  
Office of the City Clerk

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





# City of South Bend Common Council

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

(574) 235-9321  
Fax (574) 235-9173  
TDD (574) 235-5567  
<http://www.southbendin.gov>

**BILL NO. 21-18**

Tim Scott  
President

Oliver Davis  
Vice-President

Gavin Ferlic  
Chairperson, Committee  
of the Whole

Tim Scott  
First District

Regina Williams-Preston  
Second District

Sharon L. McBride  
Third District

Jo M. Broden  
Fourth District

Dr. David Varner  
Fifth District

Oliver Davis  
Sixth District

Gavin Ferlic  
At Large

John Voorde  
At Large

Karen White  
At Large

March 21, 2018

South Bend Common Council  
4<sup>th</sup> Floor, County-City Building  
South Bend, IN 46601

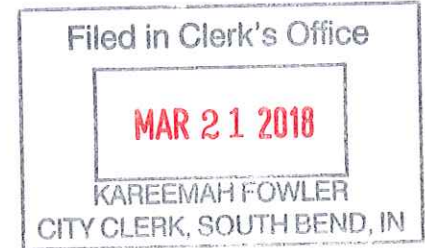
Re: Amended Ordinance to Establish Responsible Bidding Practices and  
Submission Requirements on Public Works Projects

Dear Council Members:

We are filing the attached proposed amended ordinance to establish responsible bidding practices and submission requirements by contractors on Public Works projects. The ordinance is being proposed to comply with state law to award capital improvement contracts to the “lowest responsive and responsible” bidder. This ordinance reflects the factors the City will consider in determining whether a bidder is a responsive bidder in submitting a bid. The ordinance also establishes factors the City will consider in determining if a bidder is a “responsible” bidder.

This ordinance reflects the City’s experience in factors it has determined to meet minimum requirements to be a “responsive and responsible” bidder. The goal is to assure the efficient use of taxpayer dollars and to promote public safety. The ordinance will also ensure that no contractor or subcontract working on Public Works projects will engage in payroll fraud, tax fraud, including the misclassification of employees as independent contractors to avoid paying state, federal or local payroll taxes, workers’ compensation insurance, unemployment insurance premiums and failing to pay overtime and wages as required by law.

Please schedule this for first reading on March 26, 2018 with public hearing, second and third readings on April 9, 2018.





# City of South Bend Common Council

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

(574) 235-9321  
Fax (574) 235-9173  
TDD (574) 235-5567  
<http://www.southbendin.gov>

Thank you for your consideration.

Sincerely Yours,

---

Tim Scott, South Bend Common Council  
President

---

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

---

Karen L. White, South Bend Common  
Council Member at Large

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,  
INDIANA, AMENDING CHAPTER 6 OF THE SOUTH BEND MUNICIPAL CODE  
TO INCLUDE A NEW ARTICLE 13 ESTABLISHING RESPONSIBLE BIDDING  
PRACTICES  
AND SUBMISSION REQUIREMENTS ON PUBLIC WORKS PROJECTS**

---

**STATEMENT OF PURPOSE AND INTENT**

---

The City of South Bend (“City”) is required by State law to award capital improvement contracts to the “lowest responsive and responsible” bidder (IC §36-1-12-4(b)(8)). The City pursuant to (IC 36-1-12-4(b)(10)) considers the following factors when determining whether a bidder is a “responsive” bidder: (a) whether the bidder has submitted a bid or quote that conforms in all material respects to the specifications; (b) whether the bidder has submitted a bid that complies specifically with the invitation to bid and the instructions to bidders; and (c) whether the bidder has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract. The City pursuant to Indiana Code 36-1-12-4(b)(11) considers the following factors when determining whether a bidder is a “responsible” bidder: (a) the ability and capacity of the bidder to perform the work; (b) the integrity, character, and reputation of the bidder; and (c) the competence and experience of the bidder. State law also requires that bidders meet certain minimum requirements in order to be a “responsive and responsible” bidder.

The City, based upon its experience, has determined that quality workmanship, efficient operation, safety, and timely completion of projects requires all bidders to meet minimum requirements in order to be a “responsive and responsible” bidder. The City seeks to enhance its ability to identify “responsive and responsible” bidders on all City public works projects by instituting more comprehensive submission requirements which are in compliance with State law.

This “Responsible Bidding Practices and Submission Requirements” Ordinance will assure efficient use of taxpayer dollars, will promote public safety, and is in the public interest. This Ordinance will also help ensure that no contractor awarded work under this Ordinance, or any subcontractor working on a project award pursuant to this Ordinance, engages in payroll fraud, tax fraud, including the misclassification of employees as independent contractors to avoid paying state, federal or local payroll taxes, workers’ compensation insurance, unemployment insurance premiums and failing to pay overtime and wages as required by law.

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

**SECTION I. Chapter 6 (Building) of the South Bend Municipal Code is hereby amended to add a new Article 13 that shall read in its entirety as follows:**

ARTICLE 13. RESPONSIBLE BIDDING PRACTICES AND SUBMISSION  
REQUIREMENTS ON PUBLIC WORKS PROJECTS

**Sec. 6-63. Bid submission requirements.**

(a) Contractors proposing to submit bids on any City project estimated to be at least one-hundred fifty thousand dollars (\$150,000.00) or more must, prior to the opening of bids, submit a statement made under oath and subject to perjury laws, on a form designated by the City and must include:

(1) A copy of a print-out of the Indiana Secretary of State's on-line records for the bidder dated within sixty (60) days of the submission of said document showing that the bidder is in existence, current with the Indiana Secretary of State's Business Entity Reports, and eligible for a certificate of good standing. If the bidder is an individual, sole proprietor or partnership, this subsection shall not apply;

(2) A list identifying all former business names;

(3) Any determinations by a court or governmental agency for violations of federal, state, or local laws including, but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), or federal Davis-Bacon and related Acts, within the preceding five years;

(4) A statement on staffing capabilities, including labor sources. This statement shall include whether the bidder has sufficient employees on staff to complete the work it is bidding. If not, the bidder shall outline how it intends to meet the staffing needs of the work;

(5) A statement that individuals who will perform work on the public work project on behalf of the bidder will be properly classified as an employee or as an independent contractor under all applicable state and federal laws and local ordinances;

(6) Evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. Copies of all applicable apprenticeship certificates or standards for these training programs may be requested at any time and shall be furnished upon request;

(7) A copy of a written plan for employee drug testing that: (i) covers all employees of the bidder who will perform work on the public work project; and (ii) meets, or exceeds, the requirements set forth in IC 4-13-18-5 or IC 4-13-18-6;

(8)(i) A statement that the contractor submitting a bid or quote on a public work project of the City; and all subcontractors from whom the bidder has accepted a bid and/or intends to hire to perform work, on the public work project, are properly licensed;

(ii) A bidder not so licensed shall be rejected as nonresponsive to the bid or quote request, or the bidder or quoter shall be determined to be a nonresponsible bidder or quoter. It shall be the bidder's or quoter's responsibility to check with the City Building Department to make sure it and all subcontractors have all necessary licenses to



undertake the work called for in the bid or quote The bidder shall immediately remove any subcontractor not so licensed;

(9) Evidence that the contractor is utilizing a surety company which is on the United States Department of Treasury's Listing of Approved Sureties as required in the bid specifications or contract;

(10) A written statement of any federal, state or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the preceding three years; and,

(11) A list of projects of similar size and scope of work that the bidder has performed in all areas, including the State of Indiana, within three (3) years prior to the date on which the bid is due.

(b) The City reserves the right to request supplemental information from the bidder, additional verification of any information provided by the bidder, and may also conduct random inquiries of the bidder's current and prior customers.

**Sec. 6-64. Post-bid submissions.**

(a) All bidders shall collect, maintain, and provide upon request, a current written list that discloses the name, address, licensing status, and type of work for any subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the public work project, including individuals performing work as independent contractors.

(b) Each subcontractor, whose portion of the project is estimated to be at least one-hundred fifty thousand dollars (\$150,000.00), shall be required to adhere to the requirements of Section I of this Ordinance as though it were bidding directly to the City, except that the subcontractor shall submit the required information (including the name, address, and type of work) to the successful bidder prior to the commencement of work.

(c) Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the City may withhold all payments otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and the City approves such information.

(d) The disclosure of a subcontractor list ("Disclosed Subcontractor(s)") to the City by a bidder shall not create any rights in the Disclosed Subcontractor(s). Thus, a bidder may substitute another subcontractor for a Disclosed Subcontractor by giving the City, upon request, written notice of the name, address, licensing status, and type of work of the substitute subcontractor.

**Sec. 6-65. Validity of pre-qualification classification.**

Upon designation by the City that a contractor's submission in anticipation of a bid is complete and timely, and upon any further consideration deemed necessary by the City, the contractor may be pre-qualified for future City public works projects. A contractor's classification as "qualified" shall exempt the contractor from the comprehensive submission requirements outlined in Section 6.63(a) of this Article for a period of twelve (12) months, excepting subsections 6.63(a)(1), (a)(4), (a)(9) and (a)(11) which shall be submitted for every bid

submission . Thereafter, contractors who are pre-qualified must submit a complete application for continuation of "pre-qualified" standing, on a form provided by the City, (also referred to as the "short form") by December 31<sup>st</sup> for the upcoming calendar year. Failure by any pre-qualified contractor to timely submit its complete application for continuation of "pre-qualified" standing shall result in automatic removal of the designation, effective January 1 of the upcoming year. However, the "removed" contractor or subcontractor shall still be permitted to bid on City public works projects.

**Sec. 6-66. Incomplete submissions by bidders.**

It is the sole responsibility of the potential bidder to comply with all submission requirements applicable to the bidder in Section 6.63 of this Article by no later than the public bid opening. Post-bid submissions must be submitted in accordance with foregoing Section 6.65 of this Article. Submissions deemed inadequate, incomplete, or untimely by the City may result in the automatic disqualification of the bid.

**Sec. 6-67. Responsive and responsible bidder determination.**

The City, after review of complete and timely submissions, shall, in its sole discretion, after taking into account all information in the submission requirements, determine whether a bidder is responsive and responsible. The City specifically reserves the right to utilize all information provided in the contractor's submission or any information obtained by the City through its own independent verification of the information provided by the contractor.

**Sec. 6-68. Certified payroll.**

For any projects estimated to be at least one-hundred fifty thousand dollars (\$150,000.00) or more, the successful bidder and all subcontractors working on a public works project are required to submit to the awarding agency, and general contractor if applicable, a detailed certified payroll utilizing the federal form now known as WH-347 or a similar form on a biweekly basis, unless different payroll reporting requirements are stated under the bid specifications or contract. The certified payroll must be prepared on a biweekly basis and submitted to the City within ten (10) calendar days after the end of each biweekly payroll period in which the bidder or subcontractor performed its work on the public works. The certified payroll reports shall identify the job title and craft of each employee on the project.

The City may withhold payments due for work performed by a bidder if the bidder or subcontractor fails to submit its certified payroll reports timely or until such certified payroll reports are submitted.

**Sec. 6-69. Public records**

All information submitted by a bidder or a subcontractor pursuant to this Article, including certified payrolls, are public records subject to review pursuant to the Indiana Access to Public Records Act (IC 5-14-3) and any other applicable disclosure laws.

**Sec. 6-70. Penalties for false, deceptive, or fraudulent statements/information**

(a) Any bidder that willfully makes, or willfully causes to be made, a false, deceptive or

fraudulent statement, or willfully submits false, deceptive or fraudulent information in connection with any submission made to the City shall be disqualified from bidding on all City projects for a period of three (3) years.

(b) For projects that fall under the requirements of Section 6-68 of this Article, the City may engage in an audit and/or verification process of the information provided. To the extent that material errors are identified, the City may do the following;

- (i) Require the bidder to reimburse the City the actual cost of the audit;
- (ii) Assess a penalty of up to \$2,500, it being determined that each material error constitutes a separate violation of this Ordinance.

**Secs. 6-71 –6.73.** Reserved.

**SECTION II. Severability.** If any provision of this Ordinance is found to be invalid, the remaining provisions of this Ordinance shall not be affected by such a determination. These other provisions of this Ordinance shall remain in full force and effect without the invalid provision.

**SECTION III. Implementation Date.**

The Board of Public Works shall apply this ordinance on all applicable bids advertised on or after July 1, 2018.

**SECTION IV.** This Ordinance shall be in full force and effect from and after the date of adoption by the Common Council, approval of the Mayor and any publication required by law.

---

Tim Scott, Council President  
South Bend Common Council

---

Karen L. White, At Large Council Member  
South Bend Common Council

---

Jo M. Broden, 4<sup>th</sup> District Council Member  
South Bend 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

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

BILL NO. 18-12

CITY OF SOUTH BEND PETE BUTTIGIEG, MAYOR

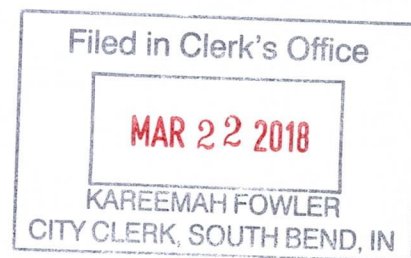
## DEPARTMENT OF LAW

STEPHANIE STEELE  
CORPORATION COUNSEL

ALADEAN M. DEROSE  
CITY ATTORNEY

March 21, 2018

Mr. Tim Scott, President  
South Bend Common Council  
227 West Jefferson Blvd., 4<sup>th</sup> Floor  
South Bend, IN 46601



Re: Resolution Approving Interlocal Agreement  
For Law Enforcement Special Units

Dear Council President Scott:

Attached for filing with the South Bend Common Council is a Resolution to approve an Interlocal Agreement between the City of South Bend and the St. Joseph County Prosecutor concerning the mutual operation of special law enforcement units known as Metro Units (the Agreement). This Resolution grows out of a history of City Police Department cooperation with the St. Joseph County Prosecutor for crimes of particular high impact on the safety and welfare of City citizens.

The Metro Units covered by the Interlocal Agreement are the St. Joseph County Metro Homicide Unit ("CMHU"), the St. Joseph County Special Victims Unit ("SVU"), and the St. Joseph County Drug Investigation Unit ("DIU").

By this Agreement the City will cooperatively assist the Metro Units' operation by providing South Bend Police Department officers to serve as investigators, and additionally by providing funds for the cost and expenses of three additional investigators at approximately \$103,000 annually per officer, or about \$308,500 in total. Sufficient funds exist within the City's 2018 Budget to cover this service program.

Mr. Tim Scott, President  
March 21, 2018  
Page 2

Placement of this Resolution on the Council's agenda for its meeting on March 26, 2018 is requested. At this time we believe the presenter of this Resolution will be a member of the City Legal Department.

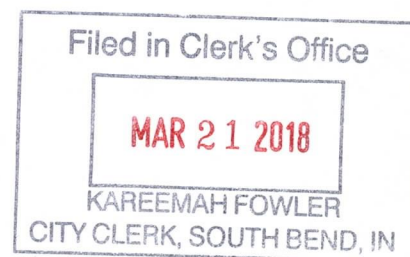
Thank you for your consideration.

Sincerely,



Aladean DeRose  
City Attorney

**BILL NO. 18-12**  
**RESOLUTION NO. \_\_\_\_\_**



**A RESOLUTION OF  
THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA  
APPROVING AN INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF SOUTH BEND, INDIANA, AND ST. JOSEPH COUNTY, INDIANA,  
FOR THE MUTUAL OPERATION OF SPECIAL LAW ENFORCEMENT UNITS  
KNOWN AS METRO UNITS  
ADDRESSING CRIMES OF SPECIAL GRAVITY IN ST. JOSEPH COUNTY**

---

WHEREAS, the City of South Bend, Indiana, through the South Bend Police Department (“SBPD”) has a history of cooperating with the St. Joseph County Prosecutor in the investigation and prosecution of crime within the City of South Bend; and

WHEREAS, St. Joseph County, Indiana, has created three special units that conduct criminal investigations of certain crimes deemed to have high impact upon the safety and welfare of citizens of St. Joseph County, Indiana, and which further provide services to victims of certain crimes. These are the St. Joseph County Metro Homicide Unit (“CMHU”); the St. Joseph County Special Victims Unit (SVU); and the St. Joseph County Drug Investigation Unit (DIU), collectively known as the “Metro Units”; and

WHEREAS, the CMHU presently combines the expertise of highly skilled and trained law enforcement officers from the St. Joseph County Police Department, the SBPD, the Mishawaka Police Department and the Notre Dame Security Police Department, as well as the technical and support services of Indiana University South Bend, to among other things investigate, gather and report data, and share information with the SBPD concerning crimes involving death or deadly force and other connected crimes. The SVU conducts criminal investigations and provides services to victims of domestic violence, child abuse and sexual assault in St. Joseph County, and the DIU investigates and prosecutes drug related crimes within St. Joseph County particularly those involving overdose deaths, and armed drug traffickers.

WHEREAS, Indiana Code 36-1-7, the Interlocal Cooperation Act, authorizes one or more governmental entities to exercise, jointly or by one entity on behalf of others, powers that may be exercised by such units severally; and

WHEREAS, pursuant to IC 36-1-7, the City will cooperatively assist the Metro Units operation by providing South Bend Police Department officers to serve as Investigators, by providing each of these Investigators with a vehicle and requisite equipment, and by providing funds to pay for the cost and expenses of three additional Investigators of approximately \$103,000 per officer annually, for an annual total of about \$308,500. The Prosecutor of St. Joseph County will provide for the facilities needed for the Metro Unit operations subject to a separate cost sharing arrangement with the City, and the cost of the Metro Unit command staff, among other things; and

WHEREAS, The City of South Bend and St. Joseph County, Indiana, have entered into an Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A, containing all the governing provisions for South Bend's participation in the cooperative Metro Units crime investigation and service program; and

WHEREAS, sufficient funds exist within the City's 2018 Budget to cover the City's costs of participation in the cooperative Metro Units crime investigation and service program during calendar year 2018.

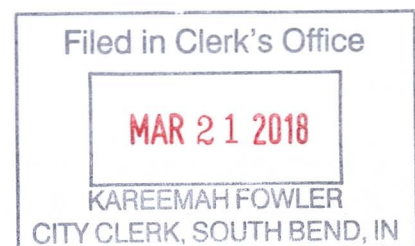
NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AS FOLLOWS:

Section I. The Common Council of the City of South Bend, Indiana, has considered and hereby ratifies, confirms, and approves the Interlocal Agreement attached as Exhibit A to this Resolution, governing the City of South Bend Police Department's participation in the Metro Unit crime investigation and service program in St. Joseph County, Indiana.

Section II. This Resolution shall be given retroactive effect as of January 1, 2018 from and after its adoption by the Common Council and approval by the Mayor.

---

Tim Scott, Council President  
South Bend Common Council





## **ST. JOSEPH COUNTY METRO UNITS INTERLOCAL AGREEMENT**

This St. Joseph County Metro Units Interlocal Agreement (this "Agreement") is entered into on \_\_\_\_\_, 2018, by and between the Board of Commissioners of St. Joseph County, Indiana (the "County") and the City of South Bend, Indiana (the "City") (collectively, the "parties") as it relates to the South Bend Police Department's (the "SBPD") participation in the St. Joseph County Metro Homicide Unit ("CMHU"), the St. Joseph County Special Victims Unit (the "SVU"), and the St. Joseph County Drug Investigation Unit (the "DIU") (collectively, the "Metro Units").

### **RECITALS**

A. The SBPD is a public safety and law enforcement unit supervised by the Chief of Police (the "Chief") and operating within the City in St. Joseph County, Indiana, in accordance with its legal authority and jurisdiction; and

B. The St. Joseph County Prosecutor's Office is tasked with prosecuting individuals who are charged with committing crimes within the County of State Joseph, Indiana supervised by the Prosecuting Attorney (the "Prosecutor"); and

C. The parties desire to continue past and ongoing efforts to cooperate and coordinate their functions and expertise and agree that the terms, conditions, and operations provided for in this Agreement will be in the best interest of their respective communities; and

D. The parties are governmental entities and political subdivisions organized and existing pursuant to the laws of the State of Indiana; and

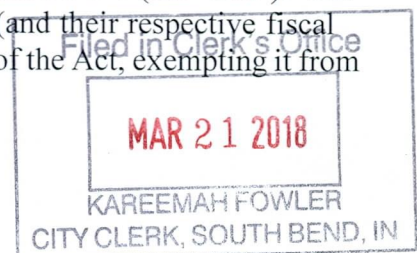
E. Indiana Code 36-1-7, the Interlocal Cooperation Act, authorizes one or more governmental entities to exercise, jointly or by one entity on behalf of others, powers that may be exercised by such units severally; and

F. The parties agree that it is desirable, advantageous, and in the public interest to enter into an Agreement for joint and cooperative action as embodied herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and pursuant to the authority granted the parties under Ind. Code 36-1-7, the County and the City agree as follows:

### **Article I. Statutory Authority; Purpose and Duration of Agreement; Unit Missions; Physical Locations**

Section 1.01 Authority. The parties make this Agreement under the authority and subject to the terms and provisions of the Interlocal Cooperation Act, Ind. Code 36-1-7 (the "Act"). The parties agree that, upon its full approval by the City and the County (and their respective fiscal bodies), this Agreement will satisfy each requirement of Section 4(a) of the Act, exempting it from the necessity of approval by the Indiana Attorney General.



Section 1.02. Purpose. Pursuant to Section 3(a)(2) of the Act, the parties agree that the purpose of this agreement is to define the mutual responsibilities of the parties concerning the functions and management of the Metro Units.

Section 1.03. Duration. Pursuant to Section 3(a)(1) of the Act, the parties agree that this Agreement shall become effective January 1, 2018, and will continue until it is terminated in writing by the parties.

Section 1.04. Termination. Pursuant to Section 3(a)(4) of the Act, the parties may, at any time, mutually agree in writing to terminate the Agreement. Before June 1 of any year, a party may unilaterally terminate the Agreement for the following year by providing written notice that the Agreement will not continue beyond December 31 of that year. Within sixty (60) days, or a reasonable time mutually agreed upon, following the parties' termination of this Agreement, each Metro Unit will return all of the SBPD's property and assets to the SBPD in good working order and condition, ordinary wear and tear excepted.

Section 1.05. Unit Missions and Objectives. The parties mutually acknowledge that the Metro Units have and pursue the following missions and objectives, respectively:

(a) The CMHU's mission is to promote community welfare and lessen the burdens on government policing authorities by facilitating the expertise of highly skilled, well-trained law enforcement officers from the SBPD, the St. Joseph County Police Department, the Mishawaka Police Department, and the Notre Dame Security Police Department, coupled with the technical and support services of Indiana University South Bend, to focus on solving past and future crimes of special gravity within St. Joseph County. The initial primary objectives of the CMHU are as follows:

- (i) ensure that all scenes of a suspicious, unusual or unnatural death are properly investigated;
- (ii) investigate incidents in which deadly force was employed by or against a law enforcement officer;
- (iii) investigate other criminal offenses where jurisdiction is invoked by the Commander and by agreement with the Chief Law Enforcement Officer from that jurisdiction
- (iv) gather and report data relating to homicides in St. Joseph County; and
- (iii), share information between the CMHU and the SBPD to aid in the investigation of other connected crimes with consideration given to the confidential nature of CMHU investigations.

(b) The SVU is responsible for conducting criminal investigations in all cases of domestic violence, child abuse, and sexual assault within St. Joseph County as set forth in Appendix 1. The objective of the SVU shall be to provide professional, compassionate, and competent assistance to victims and their families by specializing in the investigation of these classifications of cases and providing additional victim services when needed and appropriate.

(c) The DIU is responsible for the investigation and prosecution of specific drug-related crimes in St. Joseph County. The initial primary objective of the DIU is to investigate overdose deaths within St. Joseph County. Secondary objectives include investigating armed drug traffickers within St. Joseph County.

Section 1.06. Physical Locations. The Metro Units are located at the following addresses, respectively:

- (a) The CMHU is located at 523 East Jefferson Boulevard, South Bend, Indiana 46617.
- (b) The SVU is located at 533 N. Niles Avenue, South Bend, Indiana 46617.
- (c) The DIU is located at 523 East Jefferson Boulevard, South Bend, Indiana 46617.

**Article II. Administration**

Section 2.01. Joint Board. Pursuant to Section 3(a) (5) (b), the Parties agree that this Agreement shall be administered through a joint board consisting of six (6) members (the “Joint Board”) who shall be:

- a. The Prosecuting Attorney of St. Joseph County, Indiana;
- b. The Sheriff of St. Joseph County, Indiana;
- c. The Chief of Police of South Bend, Indiana;
- d. The Chief of Police of Mishawaka, Indiana;
- e. The Chief of Police of Notre Dame Security Police Department;
- f. The Chief of Police of Indiana University Police Department; and
- g. A civilian member to be appointed by a majority vote of the second in command for the agencies represented by the joint board. Elections for this member shall take place every two (2) years.

The Joint Board shall meet bi-monthly on the first Friday following the first Thursday of the month in the Office of the Prosecuting Attorney at 9:30 a.m., or as otherwise mutually agreed and shall be chaired by the Prosecuting Attorney.

**Article III. South Bend Police Metro Units Personnel Assignments**

Section 3.01. Assignment Authority. In furtherance of the Units’ missions and objectives, the parties acknowledge and agree that the Chief, in his sole discretion, will have the authority to assign SBPD officers to the Metro Units.

Section 3.02. Applications for Assignment. Any SBPD officer interested in assignment to a Metro Unit will be required to comply with all posting, application, and interview requirements of the SBPD, including, without limitation, the following procedure:

- (a) The SBPD will require officers interested in being assigned to a Metro Unit to complete an interview with an interview committee as part of the application process. The Human Resources Department and the Office of Risk Management will screen applicants for qualifications prior to the interview. Officers not meeting all SBPD or City requirements will not be granted an interview and will not proceed further in the application process. Whenever possible, the interview

committee will include the relevant Metro Unit commander and/or assistant commander, the Prosecutor or his designee, one (1) SBPD officer who was formerly assigned to the relevant Metro Unit, one (1) member of the SBPD command staff, and a member of the South Bend Human Resources Department. Interview committee members must remain consistent for the entire round of interviews. The interview committee will score and rank the applicants based on the interview portion of the application.

(b) After the interview committee has completed all interviews and have scored and ranked all of the interviewees, the interview committee will submit the names of the top three (3) to five (5) applicants to the Chief of the SBPD. The Chief, based on SBPD needs and resources, will give the names of the top three (3) to five (5) candidates to the Prosecutor. The Prosecutor shall then, from those three (3) to five (5) candidates select the candidate(s) to be assigned to the open position(s) in the relevant Metro Unit. If the Prosecutor determines that none of those candidates qualify for the open position, he/she may end the hiring process at that time. Within ninety (90) days, the Prosecutor may ask for the hiring process to be re-started. The City will have forty-five (45) days from the date of notice by the Prosecutor to restart the hiring process.

(c) Any interview recordings, or papers/forms used for scoring, ranking, or evaluating applicants shall remain confidential. The City may disclose them as required by law, in defense of any claim or complaint, or in the course of any legal proceeding.

Section 3.03. Officer Expectations. The parties expect all SBPD officers assigned to a Metro Unit to strive to act in a professional manner in order to inspire the public trust and confidence. All officers are public servants and shall keep all contacts with the public professional and courteous. All officers have a responsibility to the community, to the SBPD, and to themselves. Additionally, all officers are expected and required to comply with all policies, procedures, orders, chain of command, and rank structure of the SBPD. Nothing in this Agreement shall be construed as a waiver of the policies, procedures, orders, chain of command, and rank structure of the SBPD.

Section 3.04. Term of Assignment. Officers assigned to a Metro Unit are limited to a three (3) year term, with continual assignment assessments/performance reviews completed by the officer's supervisors within the SBPD. The SBPD supervisors may ask for input from the Metro Unit commander for assessments and/or performance reviews. At his/her sole discretion, the Chief may extend an officer's assignment to the Metro Unit for no more than one (1) year, making it a potential maximum of four (4) years. However, interested officers may re-apply and repeat the entire application process if they would like to be considered for re-assignment to a Metro Unit.

Section 3.05. Complaints. Complaints or administrative advisories regarding SBPD officers assigned to a Metro Unit may originate from the Metro Unit or elsewhere. If a complaint or administrative advisory originates from the Metro Unit, it shall be directed to the SBPD Office of Professional Standards (the "SBPD OPS"). The SBPD shall proceed with the investigation and recommendation to the Chief of the SBPD for discipline or corrective action.

Section 3.06. Officer Removal. Upon no less than thirty (30) days' written notice to the commander of the affected Metro Unit, the Chief, in his sole discretion, may remove from any Metro Unit any officer appointed to serve such Metro Unit. Notwithstanding the foregoing

sentence, the parties understand that discipline or termination may require an officer's immediate removal from the Metro Unit, and the commander of each Metro Unit will cooperate with any such requirements. The position lost by this removal shall be filled under the requirements of Section 3.02, et.al. and shall be subject to personnel availability.

Section 3.07. Alternates. In cases of injury or medical leave, the commander of a Metro Unit may request an alternate officer to be assigned from the SBPD as a temporary or part-time assignment, with the SBPD bearing all expenses of the alternate officer. The SBPD's referral is subject to the commander's acceptance. The alternate officer will be allowed to train and work with the Metro Unit subject to any duty restrictions he or she is under.

Section 3.08. Bi-Annual Review of Needs. The SBPD agrees to review and evaluate its personnel needs and its Metro Unit assignments on at least a bi-annual basis. The bi-annual review should include an analysis of personnel distribution, staff needs or shortages, types of cases handled, and efficiency of case investigation flow. The Metro Units agree to provide a monthly statistical classification update to the SBPD for reporting to the Board of Public Safety and other agencies as required by state and federal law.

Section 3.09 "Investigators." SBPD officers assigned to the Metro Units will be referred to as "Investigators." Some Investigators may also function as crime scene technicians, or other roles as the need arises. The designation of "Investigator" or any additional roles, titles, or responsibilities within a Metro Unit does not equate to or necessitate a promotion or salary increase from the SBPD. The day-to-day supervision and administrative control over the Investigators, with respect to the Metro Unit investigations and prosecutions, will be the responsibility of the Metro Unit commander and/or the assistant commander. With regard to matters related to the Metro Unit, the Investigators will also be subject to the Metro Unit regulations and policies including those related to tactics, investigative procedures, and performance. In case of conflict between SBPD policies and the Metro Unit policies, SBPD policies will supersede conflicting Metro Unit policies for all SBPD officers assigned to the Metro Unit. Each SBPD Investigator shall remain subject to SBPD supervision and policies, with direct supervision to be administered by the Commander or Assistant Commander of the Metro Unit. Each SBPD Investigator shall report to the SBPD regarding matters including, but not limited to caseload size, directions concerning policies and procedures that are given by the Investigative Bureau of the SBPD, including matters related to standards of conduct, sexual harassment, and equal opportunity. Failure to comply with any of the foregoing may result in the Investigator's removal from the Metro Unit. Administrative advisories, recommendations, commendations or complaints regarding officers assigned to Metro Units will be directed to the SBPD in a timely manner so that the SBPD may determine what, if any, investigation is required, and act accordingly.

Section 3.10. Overtime. The parties understand that SBPD officers assigned to the Metro Unit may have "on-call" responsibilities and may be required to work after-hours to conduct investigations. The Chief or his/her designee will coordinate with the Metro Unit commander to set overtime guidelines. The Chief will review overtime usage on a monthly basis. If the Chief sets a specific limit on the number of overtime hours which may be worked, overtime hours surpassing that number set by the Chief will not be approved. The Chief or his/her designee will notify the Metro Unit commander if budgetary concerns arise or there is need to reduce the number of overtime hours previously established by the Chief.

Section 3.11 Reports and Files. A Metro Unit supervisor must review and approve all investigative reports, which are prepared and submitted by Metro Unit Investigators. Once approved, all investigative reports will become a part of a numbered investigative file. The Metro Unit Investigators may utilize their own investigative report format provided they conform to the criteria outlined by the Metro Unit commander. All investigative reports and related documents, civil or criminal, will be considered permanent records of the Metro Unit. The Metro Unit is responsible for maintaining a readily accessible copy of every Metro Unit-generated investigative report. Any public requests for access to the records or any disclosures of information obtained by Metro Unit Investigators will be handled by the Prosecutor, in accordance with applicable statutes, regulations, and policies pursuant to the Freedom of Information Act and the Privacy Act, Access to Public Records Act, and other applicable State and federal statutes or regulations. Reports properly requested by Internal Affairs or the City Legal Department will be provided by the Metro Unit and will be protected with the same level of confidentiality the Metro Unit and Prosecutor require. During the course of the investigation, information relating to persons involved, locations, vehicles used and any other relevant information deemed law enforcement actionable intelligence will be shared via the Crime Portal, CIB, e-mail, Law Enforcement Strategy Sessions (L.E.S.S.) meeting dissemination, and in person to fellow law enforcement officers from SBPD. Intelligence regarding the identity of confidential sources, informants, undercover officers or any other information which could compromise safety of such person(s) or any officer or the integrity of an investigation will be withheld when necessary. Such information will only be released to the Chief or his designee.

#### **Article IV. Unit-Specific Provisions**

Section 4.01. CMHU-Specific Provisions. The provisions set forth in this Section 4.01 pertain to the CMHU alone. In the event of any conflict between the terms of this Section 4.01 and any other Section or provision of this Agreement, the terms of Section 4.01 will prevail.

(a) The Prosecutor will provide a commander to serve as the head of the CMHU. The commander will report on a monthly basis to the Chief or his/her designee concerning the status of the investigations and case assignments.

(b) The SBPD agrees to make available to its assigned CMHU Investigators any equipment, including encrypted 800 MHz radios and batteries, ordinarily assigned for use in the course of CMHU investigations, provided, however, that such equipment is exclusively designated for use by SBPD officers. Any equipment donated or loaned by SBPD to CMHU is the responsibility of the Prosecutor for maintenance, repairs, service agreements, and any injuries or damages arising out of the CMHU's use of such equipment unless otherwise agreed to by the parties at that time. It will be the responsibility of the CMHU to provide any other equipment, including, but not limited to, cellular communication devices and office supplies, to all assigned Investigators.

(c) The SBPD will assign police, preferably unmarked, vehicles to be used solely by SBPD officers for use in the course of investigations. A limited number of spare police vehicles are maintained at the SBPD for use when SBPD officers are having maintenance done to

their assigned vehicles. These vehicles shall be checked out/in through the SBPD Support/Investigative Division.

(d) SBPD will continue to cooperate with the Prosecutor to share in the costs of the training for its officers assigned to the CMHU. Pursuant to SBPD policy, SBPD officers will be required to submit all training requests for approval by the SBPD. Approval for such requests is at the discretion of the Chief.

(e) Officers shall follow the time off scheduling and requesting procedures as outlined in the Collective Bargaining Agreement with the Fraternal Order of Police and the South Bend Police Department Duty Manual.

Section 4.02. SVU-Specific Provisions. The provisions set forth in this Section 4.02 pertain to the SVU alone. In the event of any conflict between the terms of this Section 4.02 and any other Section or provision of this Agreement, the terms of Section 4.02 will prevail.

(a) The Prosecutor will provide the command structure for the SVU consisting of a commander and an assistant commander. The commander or the assistant commander will report on a monthly basis to the Chief or his/her designee concerning the status of the investigations and case assignments. The assignment of investigations related to domestic violence, child abuse, and sex crimes occurring in the City shall follow the general policies and procedures set forth in the protocol attached hereto as Appendix 1.

(b) The Prosecutor agrees to provide the physical building, office supplies, and investigative equipment necessary for the SVU's existence, subject to any cost-sharing arrangement entered into by and between the Prosecutor and the SBPD under the terms of a separate written agreement. The SVU shall be located in a neutral location, and it shall not be housed in any building otherwise occupied by another law enforcement agency participating in the SVU.

(c) The salaries and benefits of the commander, assistant commander, and all support staff will be the responsibility of the Prosecutor. The Prosecutor will also provide the appropriate number of deputy prosecuting attorneys and support staff within for the SVU. The deputy prosecutors and support staff provided shall be dedicated to the prosecution of crimes.

(d) The salaries and benefits of any SBPD officer assigned to the SVU shall be the responsibility of the SBPD.

(e) Officers assigned to the SVU shall function in a rotational "on-call" capacity, according to their specialty of investigation, for after-hours emergency response. The overtime cost of the "on-call" hours worked by each assigned officer shall be paid by the SBPD, regardless of the jurisdiction in which the "call out" originated. The call out protocol is established and included in the SVU protocol. On-call supervisors will be the first contact for on-call response and the decision, in consultation with on-duty supervision of a jurisdiction, is their responsibility as it relates to protocol and the incident being dealt with at the time. Officers shall follow the time off scheduling and requesting procedures as outlined in the Collective Bargaining Agreement with the Fraternal Order of Police and the South Bend Police Department Duty Manual.

(g) The SVU will provide to the officers specialty equipment used in the investigative function of their job responsibilities. This equipment shall include digital cameras, photo supplies, recorders, computer work stations, cellular telephones, pagers, and all appropriate office supplies necessary to conduct their investigations. The SBPD agrees to provide a vehicle, police radio, and the basic departmental issued equipment for its personnel.

(h) Specialty training will be provided to SBPD officers assigned to the SVU to enhance their job skills and further develop their specialty expertise. The costs of this training for each officer shall be shared between the SBPD and the Prosecutor. Training opportunities for individual officers within the SVU will be subject to approval by both the commander of the SVU and the training bureau of the SBPD.

Section 4.03. DIU-Specific Provisions. The provisions set forth in this Section 4.03 pertain to the DIU alone. In the event of any conflict between the terms of this Section 4.03 and any other Section or provision of this Agreement, the terms of Section 4.03 will prevail.

(a) The Prosecutor will provide a commander to serve as the head of the DIU for fulfilling the obligations of the DIU under this Agreement. The commander report on a monthly basis to the Chief or his/her designee concerning the status of the investigations and case assignments.

(b) The SBPD will cooperate with the Prosecutor to share in the costs of appropriate training for all SBPD officers assigned to the DIU.

(c) Officers shall follow the time off scheduling and requesting procedures as outlined in the Collective Bargaining Agreement with the Fraternal Order of Police and the South Bend Police Department Duty Manual.

## **Article V. Personnel Support**

Section 5.01. Current City Participation. The Parties mutually acknowledge and agree that, as of the Effective Date of this Agreement, a total of sixteen (16) employees of the City are assigned to serve in the Metro Units on a full-time basis and zero (0) employees of the City are assigned to serve in the Metro Units on a less-than-full-time basis.

Section 5.02. Temporary Reduction of City Participation. Within ninety (90) days after the Effective Date of this Agreement, the City, acting through the Chief of the City's Police Department, will remove from service in the Metro Units three (3) City employees, who shall be selected by the Prosecutor. Upon the later of (a) the end of the Term of this Agreement or (b) two (2) years after the last new employee is hired by the Prosecutor's Office under the terms of Section 4 below, the Parties will negotiate in good faith concerning the return of three (3) City employees to service in the Metro Units, in light of the Personnel needs of the Metro Units and, as the City may determine in its reasonable discretion, the availability of City employees to serve in the Metro Units at that time. For each City employee returned to a Metro Unit, one (1) person



hired under Section 5.03 shall be released from service.

Section 5.03. Hiring by the Prosecutor's Office; Limitations. During the Term of this Agreement, the Prosecutor's Office agrees to hire the number of full-time employees necessary to offset the City's removal of City employees from service in the Metro Units under Section 5.02 as mentioned above, which number will not exceed three (3). Unless specifically approved by the Chief and City Legal, the Prosecutor's Office agrees that it will not hire:

- (a) any current City employee;
- (b) any former City employee who is involved, as a party or witness adverse to the City (or the City's officers or employees), in any pending litigation, dispute, or controversy concerning any subject matter; or
- (c) any former City employee, unless his or her employment by the City terminated at least two (2) years prior to the proposed date of hiring by the Prosecutor's Office and he or she has waived in writing any and all past and future claims against the City (and the City's officers and employees).

Any person hired by the Prosecutor's Office in accordance with this Agreement will be an employee of the Prosecutor's Office and not an employee of the City. Notwithstanding the payments contemplated in Section 5.04 below, the County (through the Prosecutor's Office) will directly bear all costs and expenses of hiring and employing its new employees.

Section 5.04. City Payments; Maximum Liability Upon the decision to hire a new investigator by the Prosecutor's Office under Section 4 above, the Prosecutor's Office will notify the City of the name, salary, length of the service contract and provisions for paid time off for vacation, sick and personal days of the prospective employee in writing. After receiving such notice from the Prosecutor's Office, the City will have up to twenty-one (21) days in which to ensure that the new employee qualifies under Section 5.03. In the event the City determines that the Prosecutor's Office has complied with Section 5.03, then within thirty (30) days after such determination the City will submit to the Prosecutor's Office a check payable to the St. Joseph County Treasurer in the amount as shown in **Appendix II** which is equal to the expected annual salary expense for the prospective employee, and transfer to the Prosecutor's Office ownership of one (1) unmarked vehicle for the use by that investigator.

In light of the salary limitations stated in Appendix II, the City's payments for each investigator hired under this Agreement will not exceed the total annual salaries of the investigators as stated at Appendix II. The Parties mutually agree and acknowledge that any payment by the City under Article 5 will be applied for the sole purpose of offsetting the costs and expenses of new employees hired in accordance with Section 4 above, which costs and expenses will at all times remain the responsibility of the County through the Prosecutor's Office. The parties also agree that except for compliance with Section 3 the decision to employ or not employ any applicant is within the sole discretion of the Prosecuting Attorney.

Each year on the anniversary date of the hire of each investigator the County shall prepare and

provide to the Chief or his/her designee a statement detailing the expenses expended under this agreement for that investigators. Notwithstanding any provision to the contrary, in the event the employment of a new investigator hired by the Prosecutor's Office ceases for any reason, then the Prosecutor's Office will prepare the statement for the period since the last anniversary date and pay back to the City the unpaid portion of the expected annual salary, including any overtime compensation.

If the Prosecutor decides to continue the employment of an investigator for a new term then it shall notify the Chief or his/her designee of this intent.

Section 5.05. Additional Personnel Option. During the duration of this Agreement, the parties, by agreement, may remove from service one (1) additional officer from the Metro Units for return to the SBPD. If this option is utilized, the Prosecutor is authorized to hire one (1) additional officer utilizing the hiring process established in Section 3. Upon the decision to hire a new investigator by the Prosecutor's Office and providing notice to the City, the City will have up to twenty-one (21) days in which to ensure that the new employee qualifies under Section 5.03. In the event the City determines that the Prosecutor's Office has complied with Section 5.03, then within thirty (30) days after such determination the City will submit to the Prosecutor's Office a check payable to the St. Joseph County Treasurer in the amount of \$92,000 and transfer to the Prosecutor's Office ownership of one (1) unmarked vehicle for the use by that investigator. The other stipulations and requirements listed in Article V apply to the hiring of an additional Metro Unit officer under this section.

Section 5.06. Equipment Reimbursement. Upon the hiring of an officer under Article 5, the Prosecutor may secure the purchase of a police handgun, a protective vest, and a computer device for each officer hired as outlined in Appendix II. After that purchase, the Prosecutor will have thirty (30) days to submit to the City a request for reimbursement of the costs associated with the equipment purchase, complete with an itemized receipt(s). Upon receiving a request for reimbursement, the City will have thirty (30) days to submit to the Prosecutor's Office a check payable to the St. Joseph County Treasure in the amount shown on the itemized receipt(s) up to \$2,750.00 per officer hired.

Section 5.07. Subject to Appropriations. Notwithstanding any provision to the contrary, the City's payments required under this Agreement are subject to the appropriation of sufficient funds in accordance with I.C. 6-1.1-18.

Section 5.08. No Third-Party Beneficiaries. The Parties expressly disclaim the existence of any third-party beneficiaries of this Agreement. Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any person or entity, other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third-party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof will be for the sole and exclusive benefit of the Parties.

Section 5.09. Relationship. Nothing in this Agreement will be construed to create an agency or joint-venture relationship between the City and the Prosecutor's Office, and no

employee of the Prosecutor's Office, including any new employee solicited or hired in accordance with Section 4 above, will be deemed an employee of the City.

Section 5.10. Indemnification. The Prosecutor's Office agrees to defend, indemnify, and hold harmless the City (and the City's officers and employees) from and against any and all claims of any nature which arise from the performance by the Prosecutor's Office under this Agreement and from all costs and attorney fees in connection therewith, except for claims arising out of the negligence of the City (or the City's officers or employees). The obligations of the Prosecutor's Office under this Section 10 will survive the expiration or termination of this Agreement.

#### **Article VI. Storage, Transportation, and Destruction of Evidence**

Section 6.01. Storage. The SBPD agrees to store all drugs, firearms, currency, and other evidence taken through a Metro Unit investigation originating within its jurisdictional area in accordance with SBPD's guidelines for the handling of evidence and property.

Section 6.02. NIBIN. All firearm evidence taken in connection with a Metro Unit investigation within the corporate boundaries of the City shall be submitted to the SBPD Crime Laboratory for National Integrated Ballistics Information Network (NIBIN) examination.

Section 6.03. Transportation. Metro Unit officers or investigators will be responsible for transporting to court proceedings all evidence collected in connection with a Metro Unit investigation, as requested by the deputy prosecuting attorney assigned to an associated prosecution. The same Metro Unit officers or investigators will also be responsible for collecting such evidence at the conclusion of the court proceeding, as directed by the court or the deputy prosecuting attorney.

Section 6.04. Destruction. The SBPD will be responsible for the authorized and timely destruction of any evidence (including drug evidence and firearm evidence) once authorized by the Prosecutor or a court order collected in connection with a Metro Unit investigation or prosecution that was seized within the jurisdictional area of the SBPD, according to State and federal law and the SBPD's own policies and procedures.

#### **Article VII. Media**

Section 7.01. Media Relations. All media relations with respect to a Metro Unit investigation or prosecution will be handled by the Metro Unit's commander or a designee of the commander. Information for press releases will be reviewed and disseminated by the Prosecutor. No SBPD officer will give a statement to the media concerning any ongoing investigation or prosecution without the concurrence of the Metro Unit's commander, the Prosecutor, and the Chief.

#### **Article VIII. Unit Conflict Resolution**

Section 8.01. Conflict Resolution. In the event any matter not addressed by the terms of this Agreement or any dispute between the parties concerning the scope or meaning of the terms of this Agreement arises, the commander of the Metro Unit in question will cooperate in good faith to confer with the Chief (or the Chief's designee(s)) to mutually determine (a) the proper manner in which to handle the matter or dispute that has arisen and (b) whether an amendment

modifying the terms of this Agreement is appropriate to memorialize the mutual determination, to avoid future disputes, or otherwise to clarify the parties' practices and expectations.

**Article IX. General Provisions**

Section 9.01. Amendments. This Agreement may be amended, modified, or supplemented at any time by a written instrument signed by an authorized representative of each party. The failure of any party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

Section 9.02. Assignment. No Party may assign this Agreement or any of its rights, interests, obligations, or duties hereunder, whether by operation of law or otherwise, without the express written consent of the other Party.

Section 9.02. Severability. Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect, and shall not render any other section herein, nor this Agreement as a whole, invalid. Those rights, interests, obligations, and duties hereunder, which by their nature should survive, shall remain in effect after termination, suspension, or expiration hereof.

Section 9.03. Non-Discrimination. Pursuant to Ind. Code § 22-9-1-10, neither the City, the County, nor any of their contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

Section 9.04. Counterparts. This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same Agreement.

Section 9.05. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Indiana, and any dispute relating to the subject of or arising out of this Agreement shall be subject to the sole and exclusive jurisdiction of the Circuit and Superior Courts of St. Joseph County, Indiana.

Section 9.06. Further Assurances. The Parties agree that they will each undertake in good faith, as permitted by law, any action and execute and deliver any document reasonably required to carry out the intents and purposes of this Agreement.

Section 9.07. Exhibits. All exhibits described herein and attached hereto are

incorporated into the Agreement by reference.

Section 9.08. Entire Agreement. This Agreement, as it may be amended from time to time, encompasses the entire agreement of the Parties concerning its subject matter, and no

understanding, discussion, negotiation, or agreement will be binding on the Parties unless it is set forth herein. This Agreement supersedes and replaces all previous agreements, memorandums of understanding, contracts, or other documents concerning the Metro Units. All previous agreements, memorandums of understanding, contracts, or other documents concerning the Metro Units are here forth terminated.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

**ST. JOSEPH COUNTY, INDIANA**

**CITY OF SOUTH BEND, INDIANA**

\_\_\_\_\_  
Andrew T. Kostielney, President of the Board of Commissioners

\_\_\_\_\_  
Pete Buttigieg, Mayor

\_\_\_\_\_  
Deborah Fleming, D.M.D., Vice President of the Board of Commissioners

ATTEST:

\_\_\_\_\_  
Kareemah Fowler, City Clerk

\_\_\_\_\_  
Dave Thomas, Member of the Board of Commissioners

ATTEST:

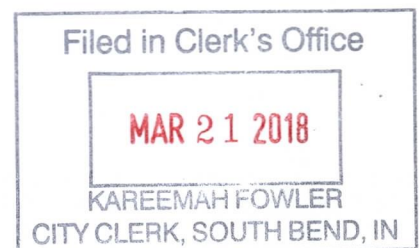
\_\_\_\_\_  
Michael J. Hamann, St. Joseph County Auditor

APPROVED pursuant to St. Joseph County Council Resolution No. \_\_\_\_\_:

APPROVED pursuant to South Bend Common Council Resolution No. \_\_\_\_\_:

\_\_\_\_\_  
Rafael Morton, President of the St. Joseph County Council

\_\_\_\_\_  
Tim Scott, President of the South Bend Common Council



## APPENDIX 1

This investigative report shall include all investigative facts of the case and current case disposition/closure. Case evidence shall be preserved and stored within the law enforcement agency's property room where the incident occurred. No evidence will be permanently stored or housed in the building of the Special Victim's Unit.

Domestic violence criminal offenses handled by the Special Victims Unit should be those incidents that involve a violent act or behavior, physical assault and/or injury between intimate relationship partners as defined above, with the primary focus being "violence against women."

### 1. FAMILY OR HOUSEHOLD MEMBER DEFINED

For purposes of investigation, the SVU shall investigate certain crimes involving "family or household member" as defined by IC 31-9-2-44 .5, when the following relationships occur:

- a. When the perpetrator is a current or former spouse of the other person;
- b. When the perpetrator is dating or has dated the other person within the past year;
- c. When the perpetrator is engaged or was engaged in a sexual relationship with the other person within the past year; or
- d. When the perpetrator has a child in common with the other person.

### 2. CASE RESPONSIBILITIES OF THE ST. JOSEPH COUNTY SPECIAL VICTIMS UNIT:

a. The St. Joseph County Special Victim Unit shall accept and investigate all incidents involving:

- 1) Domestic Violence under IC 35-42-2-1.3,
- 2) Rape under IC 35-42-4-1,
- 3) Child Molesting under IC 35-42-4-3,
- 4) Vicarious Sexual Gratification under IC 35-42-4-5,
- 5) Child Seduction under IC 35-42-4-7,
- 6) Sexual Battery under IC 35-42-4-8,
- 7) Sexual Misconduct with a Minor under IC 35-42-4-13,
- 8) Inappropriate Communication with a Child under IC 35-42-4-13,
- 9) Incest under IC 35-46-1-3,
- 10) Neglect of a Dependent under IC 35-46-1-4, and
- 11) Battery to a Child by a Parent, Step-Parent, Guardian, or Caretaker under IC 35- 4

b. The Special Victims Unit will investigate "crime[s] involving domestic or family violence" (as defined herein) when the incident fits into at least one of the following:

- 1) A battery offense under IC 35-42 2,
- 2) Kidnapping or confinement under IC 35-42-3,
- 3) A sex offense under IC 35-42-4,
- 4) Intimidation under IC 35-45-2,
- 5) Stalking under IC 35-45-10, and/or



- 6) An offense against the family under
  - a) 35-46-1-2.....Bigamy
  - b) 35-46-1-3.....Incest
  - c) 35-46-1-4.....Neglect, Child Selling
  - d) 35-46-1-4.1.....Reckless Supervision
  - e) 35-46-1-5.....Non-Support of a Child
  - f) 35-46-1-6.....Non-Support of a Spouse
  - g) 35-46-1-7.....Non-Support of a Parent
  - h) 35-46-1-8.....Contributing to Delinquency of Minor
  - i) 35-46-1-12.....Exploitation of Dependent or Endangered Adult
  - j) 35-46-1-15.1.....Invasion of Privacy

c. The SVU will not accept for investigations the following cases:

- 1) Harassing or anonymous telephone calls, text messages, or social media postings, unless there exists an active, ongoing investigation of a domestic violence case(s), an open, charged case waiting adjudication with the same individuals involved, or a recent (one year) documented incident of domestic violence), will not be investigated by the Unit
- 2) Property crime cases that do not involve domestic violence (e.g. burglary, theft, criminal mischief, etc.);
- 3) Intimidation or verbal threat cases that do not involve domestic violence,;
- 4) Ungovernable or incorrigible juvenile cases;
- 5) Battery or property damage cases between a present or former intimate partner and a third party;
- 6) Fighting between siblings;
- 7) APS cases that do not involve domestic violence;
- 8) Public indecency under IC 35-45-4; or
- 9) Child exploitation and child pornography cases.

As a more specific explanation of assignment, domestic violence criminal offenses handled by the Special Victims Unit does not include the investigation of property crimes of burglary, theft, auto theft, unauthorized control of a vehicle, vandalism, criminal mischief, or fraud, unless there exists an active, ongoing investigation of domestic violence case(s) with the same individual(s) involved or a recent (one year) documented incident of domestic violence. Cases of harassing/threatening telephone calls (unless there exists an active, ongoing investigation of domestic violence case(s), an open, charged case waiting adjudication with the same individuals involved, or a recent (one year) documented incident of domestic violence), will not be investigated by the Unit.

The SVU is responsible for the investigation of criminal cases occurring within St. Joseph County involving domestic violence, child abuse and sex offenses. This responsibility has been established through the partnership established by this Protocol. This Protocol is created to clarify case investigation responsibilities. It will help to define and limit the referrals of cases to SVU which are better served within the partner agencies. The assignment of investigations related to domestic violence, child abuse and sex crimes occurring in St. Joseph County shall follow the

general policies and procedures set forth in this Protocol.

Please also refer to the following protocols regarding responding to incidents of domestic violence, sexual offenses and child abuse:

Law Enforcement Protocol in Response to Sexual Assault

Law Enforcement Protocol in Response to Domestic Violence; and

Call Out Protocol for SVU



AREA PLAN COMMISSION OF ST. JOSEPH COUNTY, IN

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

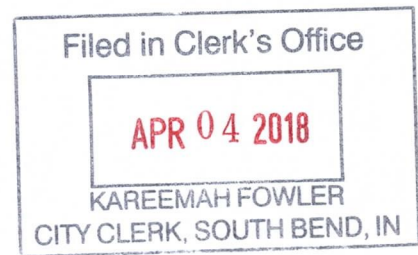
LAWRENCE P. MAGLIOZZI  
EXECUTIVE DIRECTOR

Angela M. Smith  
Deputy Director

BILL NO. 18-15

April 4, 2018

Honorable County Council  
4<sup>th</sup> Floor, County-City Building  
South Bend, IN 46601



RE: 122 Milton Street – Special Exception Use

Dear Council Members:

Enclosed in an Ordinance for the proposed Special Exception Use at the above referenced location. Please include the attached Resolution on the Council agenda for first reading at your April 9<sup>th</sup>, 2018 Council meeting, and set it for public hearing at your April 23<sup>rd</sup>, 2018 Council meeting. The petition is tentatively scheduled for public hearing at the April 11<sup>th</sup>, 2018 Area Board of Zoning Appeals meeting. The recommendation of the Area Board of Zoning Appeals will be forwarded to your office following the public hearing.

If you have any questions, please feel free to contact our office.

Sincerely,

A handwritten signature in black ink that reads "Angela M. Smith".

Angela M. Smith  
Deputy Director

CC: Bob Palmer

**BILL NO. 18-15**

**RESOLUTION NO. \_\_\_\_\_**

---

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF  
SOUTH BEND, INDIANA, APPROVING A PETITION OF  
THE AREA BOARD OF ZONING APPEALS  
FOR THE PROPERTY LOCATED AT  
122 MILTON STREET**

---

**WHEREAS**, Indiana Code Section 36-7-4-918.6, requires the Common Council to give notice pursuant to Indiana Code Section 5-14-1.5-5, of its intention to consider Petitions from the Board of Zoning Appeals for approval or disapproval; and

**WHEREAS**, the Common Council must take action within sixty (60) days after the Board of Zoning Appeals makes its recommendation to the Council; and

**WHEREAS**, the Common Council is required to make a determination in writing on such requests pursuant to Indiana Code Section 36-7-4-918.4; and

**WHEREAS**, the Area Board of Zoning Appeals has made a recommendation, pursuant to applicable state law.

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

**SECTION I.** The Common Council has provided notice of the hearing on the Petition from the Area Board of Zoning Appeals pursuant to Indiana Code Section 5-14-1.5-5, requesting that a Special Exception be granted for property located at:

122 MILTON STREET

In order to permit insert a Two Family Dwelling.

**SECTION II.** Following a presentation by the Petitioner, and after proper public hearing, the Common Council hereby approves the petition of the Area Board of Zoning Appeals, a copy of which is on file in the Office of the City Clerk.

**SECTION III.** The Common Council of the City of South Bend, Indiana, hereby finds that:

1. The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare;

2. The proposed use will not injure or adversely affect the use of the adjacent area of property values therein;
3. The proposed use will be consistent with the character of the district in which it is located and the land uses authorized therein;
4. The proposed use is compatible with the recommendations of the City of South Bend Comprehensive plan;

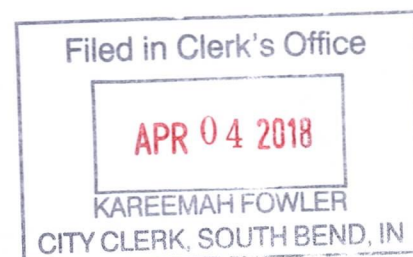
**SECTION IV.** Approval is subject to the Petitioner complying with the reasonable conditions established by the Area Board of Zoning Appeals or Common Council, which are on file in the office of the City Clerk.

**SECTION V.** The Resolution shall be in full force and effect from and after its adoption by the Common Council and approval by the Mayor.

---

Tim Scott, Council President  
South Bend Common Council

~~PRESENTED~~  
~~NOT APPROVED~~  
~~ADOPTED~~



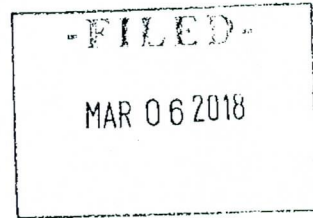
**CITY OF SOUTH BEND**  
**PETITION FOR VARIANCE and/or SPECIAL EXCEPTION USE**

**PROPERTY INFORMATION:**

The property Tax Key Number(s) is/are: 018-7034-1333

The property address:

122 Milton St, South Bend, IN 46613



If the application only includes a portion of the property listed above, provide the Legal Description for the petition area and the total site area: n/a

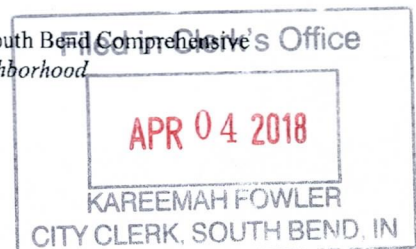
**VARIANCE INFORMATION:**

List each variance being requested. The variance request must specifically list the requirement and the desired request (e.g. From the required [enter requirement] to [enter request going to]) Additional examples can be found on our website. Please contact the Staff if you need assistance.

- 1) 1 Variance consisting of minimum 4 required off street parking spaces to 1
- 2) A statement on how each of the following standards for the granting of variances is met:
  - (a) The approval will not be injurious to the public health, safety, morals and general welfare of the community: *The property contains a one car garage along with a driveway for an extra vehicle. There is also two undeveloped lots directly across the street.*
  - (b) The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and: *After the rehab of the existing structure into a well kept property, the property value will go up for this home and others in the area.*
  - (c) The strict application of the terms of this Ordinance would result in practical difficulties in the use of the property: *This Property will not cause a parking problem on the street due empty lots across the street and ample distance between houses. Parking is consistently available on this street.*

**SPECIAL EXCEPTION USE INFORMATION** (if the petition does not include a Special Exception Use, please skip to next section):

- 1) The Special Exception Use(s) being requested : *I would like to convert the house back into a two family dwelling.*
- 2) A statement on how each of the following standards for the granting of a Special Exception Use is met:
  - (a) The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare: *This property will beautify and thus improve the community with a well maintained house replacing the current dilapidated property*
  - (b) The proposed use will not injure or adversely affect the use of the adjacent area or property values therein: *The current structure is dilapidated. The rehab will increase property values on the street.*
  - (c) The proposed use will be consistent with the character of the district in which it is located and the land uses authorized therein; and: *There is a variety of housing types in the area and this was previously a duplex. The House has two kitche I have extensive rehab experience in the neighborhood so the property will be up the area standards*
  - (d) The proposed use is compatible with the recommendations of the City of South Bend Comprehensive Plan. *The city would like to rehab the many dilapidated houses in this neighborhood*



**PETITIONER INFORMATION:**

Name and address of property owner(s) of the petition site:

*Brian Horwitz/ BH Investments  
2269 Chestnut St #280  
San Francisco, CA 94123  
949-910-8691  
ticketshop@gmail.com*

**-FILED-**  
MAR 06 2018

Name and address of additional property owners, if applicable:


Name and address of petitioner(s), if different than the petitioner):

Name and address of additional property owners, if applicable:

**CONTACT PERSON:**

*Cindy Hendrick  
1921 S Lafayette St  
South Bend, IN 46613  
949-910-8691  
ticketshop@Gmail.com*

**BY SIGNING THIS PETITION, THE PETITIONERS/PROPERTY OWNERS OF THE ABOVE-DESCRIBED REAL ESTATE AUTHORIZE THAT THE CONTACT PERSON LISTED ABOVE MAY REPRESENT THIS PETITION BEFORE THE AREA BOARD OF ZONING APPEALS AND COUNTY COUNCIL AND TO ANSWER ANY AND ALL QUESTIONS RELATED TO THIS PETITION.**

Signature(s) of all property owner(s):   
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Filed in Clerk's Office  
**APR 04 2018**  
KAREEMAH FOWLER  
CITY CLERK, SOUTH BEND, IN



018-7043-1886

40

35

35

35

MILTON

52

45

45

45

45

SOUTH BEND

018-103-1335

018-783-1010

018-7034-1338

64-1332

64-7034-1330

6-7034-1341

128:9

64.5

Empty lot

Empty lot

Fishing Pond area

Information shown on this map is not warranted for accuracy or merchantability. Reproduction of this material is not possible without the written permission of St. Joseph County, Indiana.

1 in = 20 feet

Date: 3/5/2018