



OFFICE OF THE CITY CLERK
BIANCA L. TIRADO, CITY CLERK

MEMORANDUM

TO: MEMBERS OF THE COMMON COUNCIL
FROM: BIANCA L. TIRADO, CITY CLERK
DATE: THURSDAY, FEBRUARY 8, 2024
SUBJECT: COMMITTEE MEETING NOTICE

The following Common Council Committee Meetings have been scheduled for **Monday, February 12, 2024:**

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

The Council Chambers will be Open to the Public. Members of the Public May Attend this Meeting Virtually via Microsoft Teams Meeting app here: <http://tinyurl.com/021224CC>

<u>4:00 P.M</u>	<u>COMMUNITY INVESTMENT</u> 1. 09-24 - TIF-EDC Forgivable Loan (Real America) Ordinance	CHAIRPERSON, WARNER
<u>4:15 P.M.</u>	<u>RESIDENTIAL NEIGHBORHOODS</u> 1. Organizational Meeting 2. Update - Neighborhood Health & Housing, Department of Community of Investment	CHAIRPERSON, WHITE
<u>4:35 P.M.</u>	<u>PARC</u> 1. Organizational Meeting	CHAIRPERSON, LEE
<u>4:45 P.M</u>	<u>ZONING & ANNEXATION</u> 1. Organizational Meeting 2. 07-24 - Special Exception at 609 Laporte Avenue 3. 08-24 - Special Exception at 826 S. Bendix Drive	CHAIRPERSON, DR. DAVIS



Council President Sharon L. McBride 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

PRESIDENT, S. MCBRIDE

1. Discussion of Council Agenda
2. Update and Announcements
3. Adjournment

cc: Mayor James Mueller
Committee Meeting List
Media

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



SOUTH BEND COMMON COUNCIL

MEETING AGENDA

Monday, February 12, 2024

7:00 P.M.

The South Bend Common Council meeting will be open to the public at the Council Chambers on the 4th floor of the County-City Building, 227 W. Jefferson Blvd., South Bend, IN 46601 or available by way of a virtual meeting using the Microsoft Teams Meeting App. Public access to the meeting can be granted by this Microsoft Teams Link: <http://tinyurl.com/SBCC021224>

1. **INVOCATION – PASTOR JIM MCKINNIES, CHRIST TEMPLE APOSTOLIC**
2. **PLEDGE TO THE FLAG**
3. **ROLL CALL**
4. **REPORT FROM THE SUB-COMMITTEE ON MINUTES**
5. **SPECIAL BUSINESS**
6. **REPORTS FROM CITY OFFICES**

MAYOR JAMES MUELLER SHALL PROVIDE A STATEMENT OF FINANCES AND A GENERAL CONDITION OF THE CITY IN HIS ANNUAL ADDRESS

7. **COMMITTEE OF THE WHOLE** **TIME: _____**
BILL NO.

07-24 PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROVING A PETITION OF THE ADVISORY BOARD OF ZONING APPEALS FOR THE PROPERTY LOCATED AT 609 LAPORTE AVENUE, COUNCILMANIC DISTRICT NO. 2 IN THE CITY OF SOUTH BEND, INDIANA

[08-24](#) PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROVING A PETITION OF THE ADVISORY BOARD OF ZONING APPEALS FOR THE PROPERTY LOCATED AT 826 SOUTH BENDIX DRIVE, COUNCILMANIC DISTRICT NO. 6 IN THE CITY OF SOUTH BEND, INDIANA

[09-24](#) PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA AUTHORIZING THE CITY OF SOUTH BEND, INDIANA TO FUND ITS TAXABLE ECONOMIC DEVELOPMENT REVENUE NOTE, SERIES 2024 (REALAMERICA PROJECT) AND APPROVING AND AUTHORIZING OTHER ACTIONS IN RESPECT THERETO

8. **BILLS ON THIRD READING**

TIME: _____

BILL NO.

[07-24](#) THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROVING A PETITION OF THE ADVISORY BOARD OF ZONING APPEALS FOR THE PROPERTY LOCATED AT 609 LAPORTE AVENUE, COUNCILMANIC DISTRICT NO. 2 IN THE CITY OF SOUTH BEND, INDIANA

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9. **RESOLUTIONS**

10. **BILLS ON FIRST READING**

BILL NO.

[10-24](#) FIRST READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING SECTION 2-7(C) OF CHAPTER 2, ARTICLE 1 OF THE SOUTH BEND MUNICIPAL CODE, "DUTIES OF THE CITY CLERK AS CLERK OF THE COUNCIL" TO PERMIT

THE CITY CLERK TO HIRE OUTSIDE CONTRACTUAL SERVICES FOR THE INITIAL PREPARATION OF DRAFTS OF MEETING MINUTES

11-24 FIRST READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROVING A PETITION OF THE ADVISORY BOARD OF ZONING APPEALS FOR THE PROPERTY LOCATED AT 737 BEALE STREET

12-24 FIRST READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING ORDINANCE NO. 10982-23, WHICH FIXES MAXIMUM SALARIES AND WAGES OF APPOINTED OFFICERS AND NON-BARGAINING EMPLOYEES OF THE OFFICE OF THE CITY CLERK OF THE CITY OF SOUTH BEND FOR CALENDAR YEAR 2024, TO ESTABLISH ONE NEW FULL-TIME POSITION

11. UNFINISHED BUSINESS

12. NEW BUSINESS

13. PRIVILEGE OF THE FLOOR

14. ADJOURNMENT

TIME: _____

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

In the interest of providing greater public access and to promote greater transparency, the South Bend Common Council agenda has been translated into Spanish. All agendas are available online from the Council's website, and also in paper format in the Office of the City Clerk, 4th Floor County-City Building. Reasonable efforts have been taken to provide an accurate translation of the text of the agenda, however, the officiate 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.



2024 COMMON COUNCIL STANDING COMMITTEES (Rev. 01-04-2024)

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.

Troy Warner, Chairperson

Rachel Tomas-Morgan, Vice-Chairperson

Ophelia Gooden-Rodgers., Member

Sherry Bolden-Simpson, Member

Citizen Member

Citizen 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.

Ophelia Gooden-Rodgers, Chairperson

Canneth Lee, Vice-Chairperson

Citizen Member

Sheila Niezgodski, Member

Sherry Bolden-Simpson, 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*.

Sharon L. McBride, Member

Sheila Niezgodski, Member

Troy Warner, 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.

Rachel Tomas Morgan, Chairperson

Dr. Oliver Davis, Vice-Chairperson

Karen L. White, Member

Troy Warner, Member

Citizen 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.

Rachel Tomas Morgan, Chairperson

Sherry Bolden-Simpson, Vice-Chairperson

Citizen Member

Canneth Lee, Member

Citizen 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.

Canneth Lee, Chairperson

Troy Warner, Vice-Chairperson

Citizen Member

Dr. Oliver Davis, Member

Rachel Tomas Morgan, Member



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.

Sheila Niezgodski, Chairperson
Troy Warner, Vice-Chairperson
Rachel Tomas Morgan, Member

Karen L. White, Member
Canneth Lee, Member
Citizen 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.

Sheila Niezgodski, Chairperson
Karen L. White, Vice-Chairperson
Carl Littrell

Dr. Oliver Davis, Member
Sherry Bolden-Simpson, Member
Jason Piontek

RESIDENTIAL NEIGHBORHOODS COMMITTEE

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

Karen L. White, Chairperson
Canneth Lee, Vice-Chairperson
Amika Micou

Ophelia Gooden-Rodgers, Member
Sheila Niezgodski, Member
Citizen 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.

Sherry Bolden-Simpson, Chairperson
Dr. Oliver Davis, Vice-Chairperson
Citizen Member

Troy Warner, Member
Ophelia Gooden-Rodgers, Member
Citizen 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.

Dr. Oliver Davis, Chairperson
Ophelia Gooden Rodgers, Vice-Chairperson
Citizen Member

Sheila Niezgodski, Member
Karen L. White, 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.

Troy Warner, Member

Sherry Bolden-Simpson, Member



2024 COMMON COUNCIL STANDING COMMITTEES (Rev.01-04-2024)

CANNETH LEE, 1ST District Council Member

Chairperson, Committee of the Whole

PARC Committee, Chairperson

Residential Neighborhoods Committee, Vice-Chairperson

Community Relations Committee, Vice-Chairperson

Personnel & Finance Committee, Member

Information & Technology Committee, Member

OPHELIA GOODEN-RODGERS, 2ND District Council Member

Community Relations Committee, Chairperson

Zoning & Annexation Committee, Vice-Chairperson

Community Investment Committee, Member

Utilities Committee, Member

Residential Neighborhoods Committee, Member

SHARON L. MCBRIDE, 3RD District Council Member

President

Council Rules Committee, Member

TROY WARNER, 4TH District Council Member

Community Investment Committee, Chairperson

Personnel & Finance Committee, Vice-Chairperson

PARC Committee, Vice-Chairperson

Council Rules Committee, Member

Health & Public Safety Committee, Member

Utilities Committee, Member

Sub-Committee on the Minutes, Member

SHERRY BOLDEN-SIMPSON, 5TH District Council Member

Utilities Committee, Chairperson

Information & Technology, Vice-Chairperson

Public Works & Property Vacation Committee, Member

Sub-Committee on Minutes, Member

Community Relations Committee, Member

Community Investment Committee, Member

SHEILA NIEZGODSKI, 6TH District Council Member

Vice-President

Personnel & Finance Committee, Chairperson

Public Works & Property Vacation, Chairperson

Council Rules Committee, Member

Residential Neighborhoods Committee, Member

Zoning & Annexation Committee, Member

Community Relations Committee, Member

DR. OLIVER DAVIS, AT LARGE Council Member

Zoning & Annexation Committee, Chairperson

Utilities Committee, Vice-Chairperson

Health and Public Safety Committee, Vice-Chairperson

Public Works & Property Vacation, Member

PARC Committee, Member

RACHEL TOMAS MORGAN, AT LARGE Council Member

Information & Technology Committee, Chairperson

Health & Public Safety Committee, Chairperson

Committee Investment Committee, Vice-Chairperson

PARC Committee, Member

Personnel & Finance Committee, Member

KAREN L. WHITE, AT LARGE Council Member

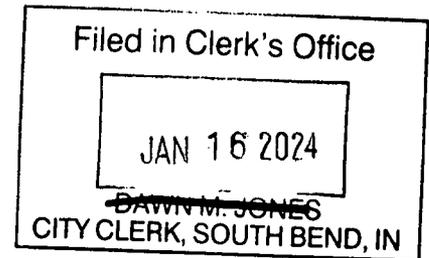
Residential Neighborhoods Committee, Chairperson

Public Works & Property Vacation, Vice-Chairperson

Personnel and Finance Committee, Member

Health & Public Safety Committee, Member

Zoning & Annexation Committee, Member



City of South Bend

BOARD OF ZONING APPEALS

January 9, 2024

Honorable Oliver Davis
4th Floor, County-City Building
South Bend, IN 46601

RE: Special Exception at 609 Laporte Avenue

Dear Committee Chair Davis:

Enclosed is an Ordinance for the proposed Special Exception at the above referenced location. Please include the attached Ordinance on the Council agenda for **first reading** at your January 22, 2024, Council meeting and set it for public hearing at your February 12, 2024, Council meeting. The petition is tentatively scheduled for public hearing at the February 5, 2024, South Bend Board of Zoning Appeals meeting. The staff report and recommendation of the South Bend Board of Zoning Appeals will be forwarded to the Office of the City Clerk by noon on the Wednesday following the public hearing.

The petitioner provided the following to describe the proposed project:
A Special Exception to allow for the use of a duplex.

The full petition is attached for your reference. Changes may occur between the filing and the public hearing. Any substantial changes will be identified at the Council meeting.

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

Sincerely,

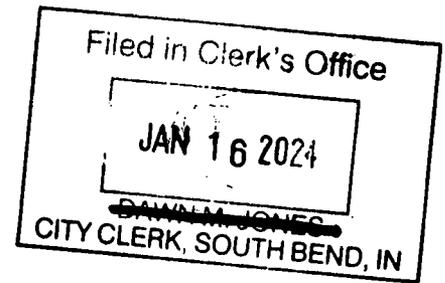
A handwritten signature in cursive script that reads "Kari Myers".

Kari Myers
Zoning Specialist

CC: Bob Palmer

BILL NO. 07-24

ORDINANCE NO. _____



AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROVING A PETITION OF THE ADVISORY BOARD OF ZONING APPEALS FOR THE PROPERTY LOCATED AT 609 LAPORTE AVENUE, COUNCILMANIC DISTRICT NO. 2 IN THE CITY OF SOUTH BEND, INDIANA

STATEMENT OF PURPOSE AND INTENT

Request a Special Exception to allow for the use of duplex.

NOW, THEREFORE, BE IT ORDAINED 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 Advisory 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:

609 Laporte Avenue, South Bend, IN 46628. 018-1051-2197

In order to permit a two-unit dwelling.

SECTION II. Following a presentation by the Petitioner, and after proper public hearing, the Common Council hereby approves the petition of the Advisory 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 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, if any, established by the Advisory Board of Zoning Appeals which are on file in the Office of the City Clerk.

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

Sharon McBride, Council President
South Bend Common Council

Attest:

Bianca Tirado, 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 _____, 2024, at _____ o'clock ____ . m.

Bianca Tirado, City Clerk
Office of the City Clerk

Approved and signed by me on the _____ day of _____, 2024, at ____ o'clock ____ .m.

James Mueller, Mayor
City of South Bend, Indiana

City of South Bend
BOARD OF ZONING APPEALS

227 W. Jefferson - Suite 1400S
South Bend, IN 46601
zoning@southbendin.gov
RECEIVED JAN 04 2024

Petition for Variance - Special Exception

Property Information

Tax Key Number: _____
Address: 609 LA PORTE AV SOUTH BEND, IN 46628
Owner: NORTHWOOD INVESTMENTS LLC
Zoning: Choose the current district U1

Project Summary: HOME HAS TRADITIONALLY BEEN USED AS A DUPLEX, THOUGH NOT ZONED AS SUCH. WISH TO CONTINUE USE AS A DUPLEX WITH SPECIAL EXEMPTION

Requested Action

- Special Exception/ Use Variance – complete and attach Criteria for Decision Making
Use requested: 2 UNIT DWELLING
- Variance(s) - List variances below, complete and attach Criteria for Decision Making
Variance(s) requested:

Required Documents

- Completed Application (including Criteria for Decision Making and Contact Information)
- Site Plan drawn to scale
- Filing Fee \$300

Criteria for Decision Making

Special Exception - if applicable

A Special Exception may only be granted upon making a written determination, based upon the evidence presented at a public hearing. Please address how the project meets the following criteria.

(1) The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare, because:

HOME HAS BEEN USED AS A DUPLEX FOR MOST OF IT'S HISTORY. THIS HAS NOT BEEN A HARM TO THE COMMUNITY AND PROVIDES AFFORDABLE HOUSING IN A TIME OF SCARCITY.

(2) The proposed use will not injure or adversely affect the use of the adjacent area or property values therein, because:

NEIGHBORS FEEL THE HOME IS AN ASSET. CURRENT OWNER ALSO OWNS 613 LAPORTE + SEVERAL OTHER HOMES NEARBY. ALL ARE WELL MAINTAINED AFFORDABLE HOMES,

(3) The proposed use will be consistent with the character of the district in which it is located and the land uses authorized therein, because:

HOMES IN THIS AREA ARE GENERALLY LATE 19TH EARLY 20TH CENTURY. ROOF LINES AND STRUCTURE OF HOMES ARE SIMILAR.

(4) The proposed use is compatible with the recommendations of the Comprehensive Plan, because:

~~IT SUPPORTS EFFIE~~

HOME SUPPLIES 1 BED 1 BATH HOUSING IN AN AREA IN NEED OF SMALLER RESIDENTIAL UNITS.

Contact Information

Property owner(s) of the petition site:

Name: NORTHWOOD INVESTMENTS LLC

Address: 1929 DORWOOD DR
SOUTH BEND, IN 46617

Name: _____

Address: _____

Name: _____

Address: _____

Contact Person:

Name: TIM WIDERQUIST

Address: 1929 DORWOOD DR
SOUTH BEND, IN 46617

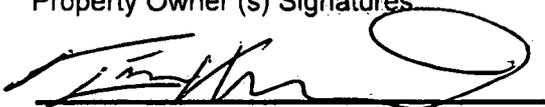
Phone Number: 574-310-1123

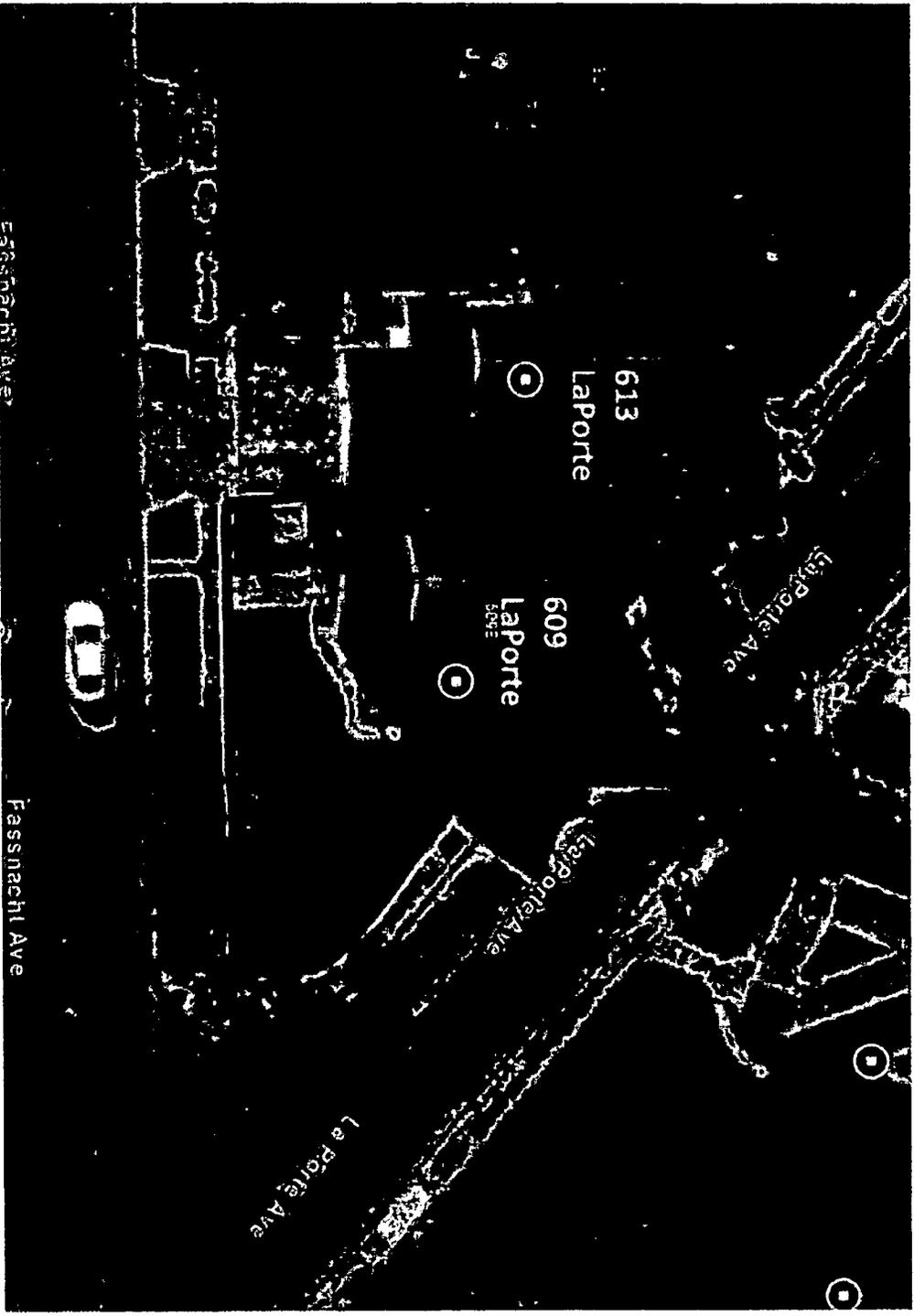
E-mail: WIDERQUIST@GMAIL.COM

By signing this petition, the Petitioner/Property Owners of the above described Real Estate acknowledge they are responsible for understanding and complying with the South Bend Zoning Ordinance and any other ordinance governing the property. Failure of staff to notify the petitioner of a requirement does not imply approval or waiver from anything contained within the ordinance.

The undersigned authorizes the contact person listed above to represent this petition before the South Bend Plan Commission and Common Council and to answer any and all questions related to this petition.

Property Owner (s) Signatures:





City of South Bend
BOARD OF ZONING APPEALS

County-City Building
227 W. Jefferson Blvd. 1400S
South Bend, IN 46601
(574) 235-7627

February 6, 2024

Common Council of South Bend
227 W. Jefferson Blvd, 4th Floor
South Bend, IN 46601

Filed in Clerk's Office

FEB 07 2024

Bianca Tirado
City Clerk, South Bend, IN

Re: Bill #07-24: The petition of NORTHWOOD INVESTMENTS LLC seeking a Special Exception for two-unit dwelling in the U1 Urban Neighborhood 1 for property located at 609 LAPORTE AVE

Dear Council Members:

I hereby Certify that the above referenced petition of NORTHWOOD INVESTMENTS LLC was legally advertised on January 26, 2024, and that the South Bend Board of Zoning Appeals at its public hearing on February 5, 2024, took the following action:

Upon a motion by Kathy Schuth, being seconded by Kaine Kanczuzewski and unanimously carried, a petition by NORTHWOOD INVESTMENTS LLC seeking a Special Exception for two-unit dwelling for property located at 609 LAPORTE AVE, City of South Bend, is sent to the Common Council with a favorable recommendation, subject to the following written commitments: owner will maintain the real estate and structures thereon in compliance with the South Bend Municipal Code, and specifically the Property Maintenance Code, and all existing pertinent codes. All persons performing work on the real estate and structures thereon must be registered and licensed as required by law, and the Owner will be responsible for ensuring that such persons obtain all permits required by law before performing such work. Interior and exterior inspections at the real estate and the structures thereon, as authorized by any applicable law or City of South Bend Municipal Code, are consented to at the full extent of Owner's authority (and as the Owner may delegate to an agent or property manager) and allowed at any reasonable time. Such inspections may occur at the City of South Bend's discretion to determine compliance with, and for the purpose of carrying out enforcement of, the applicable City of South Bend Municipal Code or any existing pertinent codes, and will issue written Findings of Fact.

The staff comments related to this petition are attached. The Findings of Fact will be adopted at the next South Bend Board of Zoning Appeals meeting. Minutes of the public hearing are available in our office and will be posted on our website once approved.

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

Sincerely,



Kari Myers
Zoning Specialist

Attachment

CC: WILLIAM C HAZEL JR
Bill C. Hazel, Jr.
Building Department
Bob Palmer

Property Information

Location: 609 LAPORTE AVE
Owner: NORTHWOOD INVESTMENTS LLC

Project Summary

Request a Special Exception to allow for the use of a duplex on a U1 zoned lot.

Requested Action

Special Exception: two-unit dwelling

Site Location



Staff Recommendation

Based on the information provided prior to the public hearing, the staff recommends the Board send the petition as presented to the Common Council with a favorable recommendation subject to the following written commitments:

Owner will maintain the real estate and structures thereon in compliance with the South Bend Municipal Code, and specifically the Property Maintenance Code, and all existing pertinent codes. All persons performing work on the real estate and structures thereon must be registered and licensed as required by law, and the Owner will be responsible for ensuring that such persons obtain all permits required by law before performing such work. Interior and exterior inspections at the real estate and the structures thereon, as authorized by any applicable law or City of South Bend Municipal Code, are consented to at the full extent of Owner's authority (and as the Owner may delegate to an agent or property manager) and allowed at any reasonable time. Such inspections may occur at the City of South Bend's discretion to determine compliance with, and for the purpose of carrying out enforcement of, the applicable City of South Bend Municipal Code or any existing pertinent codes.

Proposed Site Plan



Criteria for Decision Making: Special Exception

A Special Exception may only be granted upon making a written determination, based upon the evidence presented at a public hearing, that:

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

Approval of the Special Exception should not be injurious to the public health, safety, morals and general welfare of the community. The loss of population - a decline of approximately 26% in the general vicinity - that the neighborhood has experienced over the past 60 years has led to a decrease in the stability and general welfare of the community. Stabilizing both the population and the number of households is vital to the future of the neighborhood.

(2) The proposed use will not injure or adversely affect the use of the adjacent area or property values therein;

Legalizing a two-unit dwelling should not injure or adversely affect the use or value of the adjacent properties provided the current residential building form is maintained. A two-unit dwelling will provide more residents to the neighborhood which will increase safety and the general welfare of the community.

(3) The proposed use will be consistent with the character of the district in which it is located and the land uses authorized therein;

The two unit dwelling will be consistent with the character of the district and neighborhood in both use and style of construction. It will further complement the existing housing stock in the surrounding area and provide more housing options for residents.

(4) The proposed use is compatible with the recommendations of the Comprehensive Plan.

The petition is consistent with the City Plan, South Bend Comprehensive Plan (2006) Objective H1.1: Encourage residential developments to contain a mix of housing types, densities, price ranges, and amenities.

Analysis & Recommendation

Analysis: The proposed use will provide more housing options, especially a relatively affordable one, for residents. The legalization of this property as a two-unit dwelling will further complement the existing housing stock in the surrounding area and be visually indistinguishable from nearby one unit dwellings.

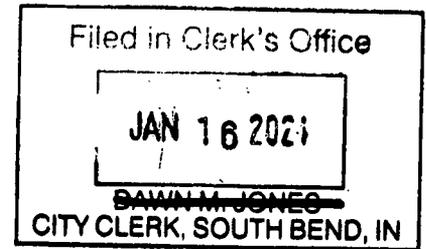
Staff Recommendation: Based on the information provided prior to the public hearing, the staff recommends the Board send the petition as presented to the Common Council with a favorable recommendation subject to the following written commitments:

Analysis & Recommendation

Staff Recommendation (continued):

Owner will maintain the real estate and structures thereon in compliance with the South Bend Municipal Code, and specifically the Property Maintenance Code, and all existing pertinent codes. All persons performing work on the real estate and structures thereon must be registered and licensed as required by law, and the Owner will be responsible for ensuring that such persons obtain all permits required by law before performing such work. Interior and exterior inspections at the real estate and the structures thereon, as authorized by any applicable law or City of South Bend Municipal Code, are consented to at the full extent of Owner's authority (and as the Owner may delegate to an agent or property manager) and allowed at any reasonable time. Such inspections may occur at the City of South Bend's discretion to determine compliance with, and for the purpose of carrying out enforcement of, the applicable City of South Bend Municipal Code or any existing pertinent codes.

City of South Bend
BOARD OF ZONING APPEALS



January 9, 2024

Honorable Oliver Davis
4th Floor, County-City Building
South Bend, IN 46601

RE: Special Exception at 826 S. Bendix Drive

Dear Committee Chair Davis:

Enclosed is an Ordinance for the proposed Special Exception at the above referenced location. Please include the attached Ordinance on the Council agenda for **first reading** at your January 22, 2024, Council meeting and set it for public hearing at your February 12, 2024, Council meeting. The petition is tentatively scheduled for public hearing at the February 5, 2024, South Bend Board of Zoning Appeals meeting. The staff report and recommendation of the South Bend Board of Zoning Appeals will be forwarded to the Office of the City Clerk by noon on the Wednesday following the public hearing.

The petitioner provided the following to describe the proposed project:
A Special Exception to allow for the use of a duplex.

The full petition is attached for your reference. Changes may occur between the filing and the public hearing. Any substantial changes will be identified at the Council meeting.

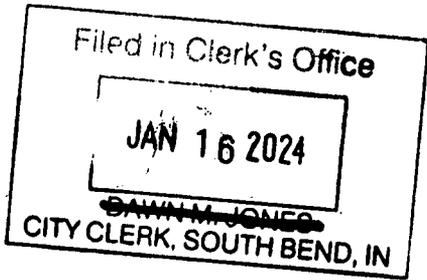
If you have any questions, please feel free to contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Kari Myers".

Kari Myers
Zoning Specialist

CC: Bob Palmer



BILL NO. 08-24

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROVING A PETITION OF THE ADVISORY BOARD OF ZONING APPEALS FOR THE PROPERTY LOCATED AT 826 SOUTH BENDIX DRIVE, COUNCILMANIC DISTRICT NO. 6 IN THE CITY OF SOUTH BEND, INDIANA

STATEMENT OF PURPOSE AND INTENT

Request a Special Exception to allow for the use of a duplex

NOW, THEREFORE, BE IT ORDAINED 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 Advisory 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:

826 S. Bendix Drive, South Bend, IN 46619. 018-4044-1631

In order to permit a two-unit dwelling

SECTION II. Following a presentation by the Petitioner, and after proper public hearing, the Common Council hereby approves the petition of the Advisory 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 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, if any, established by the Advisory Board of Zoning Appeals which are on file in the Office of the City Clerk.

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

Sharon McBride, Council President
South Bend Common Council

Attest:

Bianca Tirado, 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 _____, 2024, at _____ o'clock ____ . m.

Bianca Tirado, City Clerk
Office of the City Clerk

Approved and signed by me on the _____ day of _____, 2024, at ____ o'clock ____ .m.

James Mueller, Mayor
City of South Bend, Indiana

City of South Bend
BOARD OF ZONING APPEALS

RECEIVED JAN 05 2024
227 W. Jefferson - Suite 1400S
South Bend, IN 46601
zoning@southbendin.gov

Petition for Variance - Special Exception

Property Information

Tax Key Number: 018-4044-1631
Address: 826 S. Bendix Dr
Owner: William C. Hazel Jr
Zoning: U1 Urban Neighborhood 1

Project Summary:

No changes are proposed. Existing building, built 1926 per tax record, was constructed as two family. The north and south side units are mirrored floor plans, townhouse style. Each unit has it's own front entrance, each has an interior staircase to it's respective second floor bedrooms and bath.

Requested Action

- Special Exception/ Use Variance – *complete and attach Criteria for Decision Making*
Use requested: Two family
- Variance(s) - *List variances below, complete and attach Criteria for Decision Making*
Variance(s) requested:

Required Documents

- Completed Application (including Criteria for Decision Making and Contact Information)
- Site Plan drawn to scale
- Filing Fee

PAYED
JAN 05 2024
Per KB
\$300

Criteria for Decision Making

Special Exception - if applicable

A Special Exception may only be granted upon making a written determination, based upon the evidence presented at a public hearing. Please address how the project meets the following criteria.

(1) The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare, because:

House is existing, built 1926 per tax record. It was built as two family dwelling and per conversation with seller has been used as such during the time her parents owned the home since the late 1960's. The request is to change the zoning to match the existing building.

(2) The proposed use will not injure or adversely affect the use of the adjacent area or property values therein, because:

Use of the property as two family is consistent with it's use, both historically per seller and per intent of it's original construction.

(3) The proposed use will be consistent with the character of the district in which it is located and the land uses authorized therein, because:

No physical changes to the two family home are proposed. Purpose is to have zoning changed (two family) to match the existing physical building.

(4) The proposed use is compatible with the recommendations of the Comprehensive Plan, because:

As I understand it, U1 urban zoning does allow for both single and two family use, but two family use needs to be requested as it is not assigned automatically.

Contact Information

Property owner(s) of the petition site:

Name: William C. Hazel, Jr

Address: 1376 Berkshire Dr
South Bend, IN 46614

Name: _____

Address: _____

Name: _____

Address: _____

Contact Person:

Name: (Bill) William C. Hazel, Jr

Address: 1376 Berkshire Dr
South Bend, IN 46614

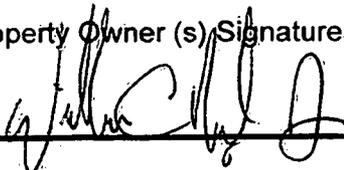
Phone Number: 574 210-6348

E-mail: bchj637802@yahoo.com

By signing this petition, the Petitioner/Property Owners of the above described Real Estate acknowledge they are responsible for understanding and complying with the South Bend Zoning Ordinance and any other ordinance governing the property. Failure of staff to notify the petitioner of a requirement does not imply approval or waiver from anything contained within the ordinance.

The undersigned authorizes the contact person listed above to represent this petition before the South Bend Plan Commission and Common Council and to answer any and all questions related to this petition.

Property Owner (s) Signatures:

 1/05/2024 _____

City of South Bend
BOARD OF ZONING APPEALS

County-City Building
227 W. Jefferson Blvd. 1400S
South Bend, IN 46601
(574) 285-7627
Filed in Clerk's Office

February 6, 2024

Common Council of South Bend
227 W. Jefferson Blvd, 4th Floor
South Bend, IN 46601

FEB 07 2024
Bianca Tirado
City Clerk, South Bend, IN

Re: Bill #08-24: The petition of WILLIAM C HAZEL JR seeking a Special Exception for two unit dwelling in the U1 Urban Neighborhood 1 for property located at 828 BENDIX DR

Dear Council Members:

I hereby Certify that the above referenced petition of WILLIAM C HAZEL JR was legally advertised on January 26, 2024, and that the South Bend Board of Zoning Appeals at its public hearing on February 5, 2024, took the following action:

Upon a motion by Caitlin Stevens, being seconded by Frank Fotia and unanimously carried, a petition by WILLIAM C HAZEL JR seeking a Special Exception for two unit dwelling for property located at 828 BENDIX DR, City of South Bend, is sent to the Common Council with a favorable recommendation, subject to the following written commitments: owner will maintain the real estate and structures thereon in compliance with the South Bend Municipal Code, and specifically the Property Maintenance Code, and all existing pertinent codes. All persons performing work on the real estate and structures thereon must be registered and licensed as required by law, and the Owner will be responsible for ensuring that such persons obtain all permits required by law before performing such work. Interior and exterior inspections at the real estate and the structures thereon, as authorized by any applicable law or City of South Bend Municipal Code, are consented to at the full extent of Owner's authority (and as the Owner may delegate to an agent or property manager) and allowed at any reasonable time. Such inspections may occur at the City of South Bend's discretion to determine compliance with, and for the purpose of carrying out enforcement of, the applicable City of South Bend Municipal Code or any existing pertinent codes, and will issue written Findings of Fact.

The staff comments related to this petition are attached. The Findings of Fact will be adopted at the next South Bend Board of Zoning Appeals meeting. Minutes of the public hearing are available in our office and will be posted on our website once approved.

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

Sincerely,



Kari Myers
Zoning Specialist

Attachment

CC: WILLIAM C HAZEL JR
Bill C. Hazel, Jr.
Building Department
Bob Palmer

Property Information

Location: 828 BENDIX DR
Owner: WILLIAM C HAZEL JR

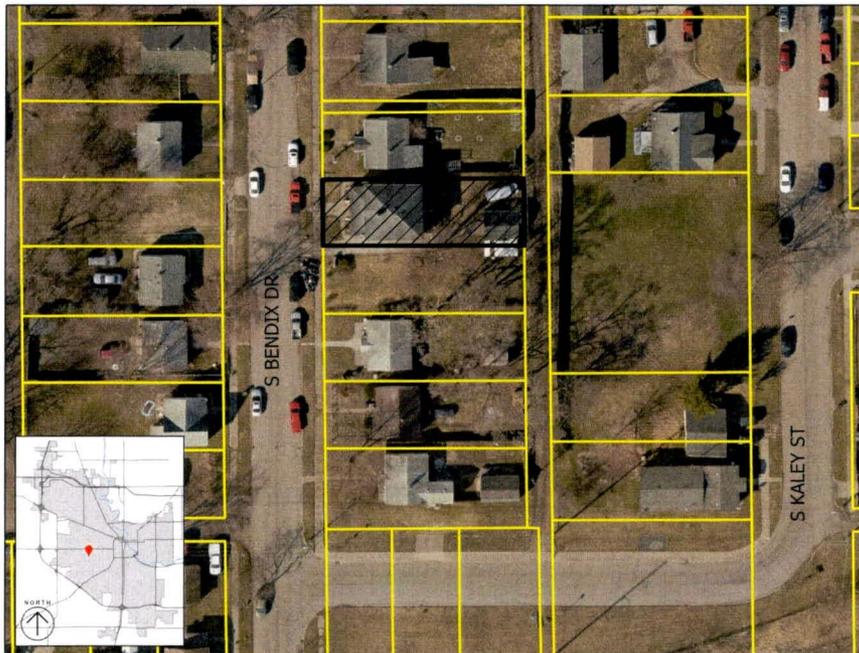
Project Summary

Request a Special Exception to allow for the use of a duplex on a U1 zoned lot.

Requested Action

Special Exception: two unit dwelling

Site Location



Staff Recommendation

Based on the information provided prior to the public hearing, the staff recommends the Board send the petition as presented to the Common Council with a favorable recommendation subject to the following written commitments:

Owner will maintain the real estate and structures thereon in compliance with the South Bend Municipal Code, and specifically the Property Maintenance Code, and all existing pertinent codes. All persons performing work on the real estate and structures thereon must be registered and licensed as required by law, and the Owner will be responsible for ensuring that such persons obtain all permits required by law before performing such work. Interior and exterior inspections at the real estate and the structures thereon, as authorized by any applicable law or City of South Bend Municipal Code, are consented to at the full extent of Owner's authority (and as the Owner may delegate to an agent or property manager) and allowed at any reasonable time. Such inspections may occur at the City of South Bend's discretion to determine compliance with, and for the purpose of carrying out enforcement of, the applicable City of South Bend Municipal Code or any existing pertinent codes.

Proposed Site Plan



Criteria for Decision Making: Special Exception

A Special Exception may only be granted upon making a written determination, based upon the evidence presented at a public hearing, that:

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

Approval of the Special Exception should not be injurious to the public health, safety, morals and general welfare of the community. The building was designed and built as a duplex. No exterior renovations are proposed at this time. A two-unit dwelling will provide more residents to the neighborhood which will increase safety and the general welfare of the community.

(2) The proposed use will not injure or adversely affect the use of the adjacent area or property values therein;

Legalizing a two-unit dwelling should not injure or adversely affect the use or value of the adjacent properties provided the current residential building form is maintained.

(3) The proposed use will be consistent with the character of the district in which it is located and the land uses authorized therein;

Built in 1926 as a duplex, it has a mirrored floor plan with separate entrances to each unit. The two unit dwelling is consistent with the character of the district and neighborhood in both use and style of construction.

(4) The proposed use is compatible with the recommendations of the Comprehensive Plan.

The petition is consistent with the City Plan, South Bend Comprehensive Plan (2006) Objective H1.1: Encourage residential developments to contain a mix of housing types, densities, price ranges, and amenities.

Analysis & Recommendation

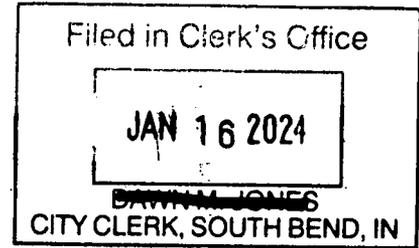
Analysis: The legalization of this property as a two-unit dwelling will further complement the existing housing stock in the surrounding area. The duplex will provide more housing options for residents.

Staff Recommendation: Based on the information provided prior to the public hearing, the staff recommends the Board send the petition as presented to the Common Council with a favorable recommendation subject to the following written commitments:

Analysis & Recommendation

Staff Recommendation (continued):

Owner will maintain the real estate and structures thereon in compliance with the South Bend Municipal Code, and specifically the Property Maintenance Code, and all existing pertinent codes. All persons performing work on the real estate and structures thereon must be registered and licensed as required by law, and the Owner will be responsible for ensuring that such persons obtain all permits required by law before performing such work. Interior and exterior inspections at the real estate and the structures thereon, as authorized by any applicable law or City of South Bend Municipal Code, are consented to at the full extent of Owner's authority (and as the Owner may delegate to an agent or property manager) and allowed at any reasonable time. Such inspections may occur at the City of South Bend's discretion to determine compliance with, and for the purpose of carrying out enforcement of, the applicable City of South Bend Municipal Code or any existing pertinent codes.



CITY OF SOUTH BEND
DEPARTMENT OF COMMUNITY INVESTMENT

January 17, 2024

Councilmember Troy Warner, Chairperson
Community Investment Committee
South Bend Common Council
4th Floor, County-City Building
South Bend, IN 46601

RE: An Ordinance of the Common Council of the City of South Bend, Indiana, Authorizing the City of South Bend, Indiana, to Fund Its "Taxable Economic Development Revenue Note, Series 2024 (RealAmerica Project)" and Approving and Authorizing Other Actions in Respect Thereto

Dear Councilmember Warner,

Please find attached an ordinance authorizing a \$3.8 million forgivable economic development loan to support the construction of the 150-unit Diamond View and Stadium Flats apartment developments by RealAmerica. The project has been awarded Low Income Housing Tax Credits from the Indiana Housing and Community Development Authority and will provide 60 income-qualified affordable housing units and 90 market-rate housing units.

This transformative development will revitalize the block immediately to the west of Four Winds Field and is part of significant redevelopment momentum on the south side of downtown South Bend.

The forgivable loan would be funded utilizing Tax Increment Financing funds controlled by the South Bend Redevelopment Commission, but requires approval of Common Council, Redevelopment Commission, and Economic Development Commission in order to be issued. The bond would be forgivable provided the development is completed within the required timeframes and private investment exceeds \$21.5 million.

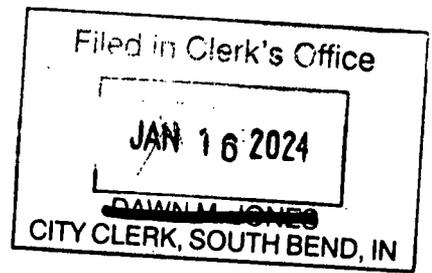
Sincerely,

A handwritten signature in black ink, appearing to read "Erik Glavich".

Erik Glavich
Director of Growth & Opportunity

BILL NO. 09-24

ORDINANCE NO. _____



AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA AUTHORIZING THE CITY OF SOUTH BEND, INDIANA TO FUND ITS TAXABLE ECONOMIC DEVELOPMENT REVENUE NOTE, SERIES 2024 (REALAMERICA PROJECT) AND APPROVING AND AUTHORIZING OTHER ACTIONS IN RESPECT THERETO

STATEMENT OF PURPOSE AND INTENT

This ordinance authorizes the funding of the City of South Bend, Indiana ("City") Taxable Economic Development Revenue Note, Series 2024 (RealAmerica Project) ("Series 2024 Note") in an amount not to exceed Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) ("Loan") and further approves and authorizes other actions in respect thereto.

Indiana Code 36-7-11.9 and 12 (collectively, "Act") declares that the financing and refinancing of economic development facilities constitutes a public purpose and pursuant to the Act, the City is authorized to make loans for the purpose of financing, reimbursing or refinancing all or a portion of the costs of acquisition, construction, renovation, installation and equipping of economic development facilities in order to foster diversification of economic development and creation or retention of opportunities for gainful employment in or near the City. Legacy25, Inc., an Indiana Nonprofit Corporation ("Legacy25" or "Borrower") and RealAmerica Development, LLC, common entities desiring to share the rights and obligations under the development agreement, have proposed the development, construction and equipping of: (i) a new residential apartment building containing at least seventy thousand (70,000) square feet, which shall include

a minimum of sixty (60) total apartment units, of which all sixty (60) apartment units will be exclusively available for tenants at eighty percent (80%) or lower of the area median income; (ii) a second new residential apartment building containing at least fifty thousand (50,000) square feet, which shall include a minimum of forty-five (45) total market-rate apartment units; and (iii) a third new residential apartment building containing at least fifty thousand (50,000) square feet, which shall include a minimum of forty-five (45) total market-rate apartment units on certain real estate acquired by the Developer with an investment of approximately \$21,500,000 (collectively, "Development"), and to induce the Developer to construct the Development, the Commission has determined to fund a loan to the Borrower, as evidenced by the Series 2024 Note, to fund the construction of site work and infrastructure improvements needed to serve the Development ("Local Public Improvements"), all in or physically connected to the River West Development Area and the River West Development Area Allocation Area No. 1 as established by the South Bend Redevelopment Commission ("Redevelopment Commission").

The South Bend Economic Development Commission ("Commission") has rendered its Project Report regarding the issuance and funding of the Series 2024 Note from the City to the Borrower to finance a portion of the Local Public Improvements and the Project Report has been or will be submitted to the South Bend Area Plan Commission. The Commission conducted a public hearing and adopted a resolution and Project Report, which resolution and Project Report have been transmitted hereto, finding that the financing of a portion of the Local Public Improvements complies with the purposes and provisions of the Act and that such financing will be of benefit to the health and welfare of the City, its residents, and its visitors. The Commission has approved and recommended the adoption of this form of ordinance by this Common Council, has considered the issue of adverse competitive effect and has approved the forms of and has

transmitted for approval by the Common Council the forgivable loan agreement between the City and the Borrower (including the form of the Series 2024 Note), dated as of the first day of the month the Series 2024 Note is issued ("Loan Agreement"). The Redevelopment Commission has pledged TIF Revenues (as defined in the Loan Agreement), junior and subordinate to any outstanding bonds payable from TIF Revenues and any bonds issued in the future on a parity with any outstanding bonds on hand to the funding of the Series 2024 Note pursuant to and in accordance with the Loan Agreement.

The form of the Series 2024 Note, the Loan Agreement and a form of this proposed ordinance have been submitted to the Commission for its approval, which are incorporated by reference in the Commission's resolution following the Commission's public hearing, which resolution has been transmitted to the Common Council. Based upon the resolution adopted by the Commission pertaining to the Local Public Improvements, the Common Council hereby finds and determines that the funding approved by the Commission for the Local Public Improvements will be of benefit to the health and general welfare of the citizens of the City, complies with the provisions of the Act and the amount necessary to fund a portion of the costs of the Local Public Improvements will require making the Loan and delivering the Series 2024 Note.

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

Section 1. It is hereby found, determined, ratified and confirmed that the financing and reimbursement of the Local Public Improvements, the making of the Loan to the Borrower to be evidenced by the Borrower's Series 2024 Note complies with the purposes and provisions of the Act and: (i) will result in the diversification of the tax base, the creation of job opportunities and the construction of housing and affordable housing within the jurisdiction of the City, (ii) will

serve a public purpose, and will be of benefit to the health and general welfare of the City, (iii) complies with the purposes and provisions of the Act and it is in the public interest that the City take such lawful actions as determined to be necessary or desirable to encourage the diversification of the tax base, the creation of job opportunities, and the construction of housing and affordable housing within the jurisdiction of the City, and (iv) will not have a material adverse competitive effect on any similar facilities already constructed or operating in or near the City.

Section 2. The substantially final form of the Loan Agreement shall be incorporated herein by reference and shall be inserted in the minutes of the Common Council and kept on file by the Clerk. In accordance with the provisions of IC 36-1-5-4, two (2) copies of the Loan Agreement are on file in the office of the Clerk for public inspection.

Section 3. The costs of the Local Public Improvements will be funded to the Borrower from the Loan upon closing of the Loan. The City shall fund the Loan from TIF Revenues on hand, junior and subordinate to any outstanding bonds payable from TIF Revenues and any bonds issued in the future on a parity with any outstanding bonds, pledged by the Redevelopment Commission to the Borrower in the maximum amount not to exceed Three Million Eight Hundred Thousand Dollars (\$3,800,000), payable upon closing of the Loan. To the extent the representations in Section 2.2 of the Loan Agreement are met, payments on the series of the Loan shall be forgiven. If certain representations in Section 2.2 are not met, the Loan shall not be forgiven. The Series 2024 Note shall accrue interest at a rate not in excess of five percent (5.0%) per annum. The Series 2024 Note shall never constitute a general obligation of, an indebtedness of, or charge against the general credit of the City. The Series 2024 Note shall not be subject to optional redemption prior to maturity.

Section 4. The Mayor, Controller and the Clerk are authorized and directed to execute the Loan Agreement, and such other documents approved or authorized herein and any other document which may be necessary, appropriate or desirable to consummate the transactions contemplated by the Loan Agreement and this ordinance, and their execution is hereby confirmed on behalf of the City. The Mayor, Controller and Clerk are authorized to arrange for the delivery of such Series 2024 Note to the Borrower, payment for which will be made in the manner set forth in the Loan Agreement. The Mayor, Controller and Clerk may, by their execution of the Loan Agreement and any other documents requiring their signatures and imprinting of their facsimile signatures thereon, approve any and all such changes therein and also in the Loan Agreement and any other documents without further approval of this Common Council or the Commission if such changes do not affect terms set forth in Sections 27(a)(1) through and including (a)(10) of the Act.

Section 5. The provisions of this ordinance and the Loan Agreement shall constitute a contract binding between the City and the Borrower.

Section 6. The Mayor, Controller or Clerk, or any other officer having responsibility with respect to the making of the Loan, evidenced by the Series 2024 Note, are authorized and directed, alone or in conjunction with any of the foregoing, or with any other officer, employee, consultant or agent of the City, to deliver a certificate for inclusion in the transcript of proceedings for the Series 2024 Note, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the Loan as of the funding date thereof.

Section 7. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this ordinance, the Loan Agreement or under any judgment obtained against the City, including without limitation the Commission or Redevelopment Commission, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any

constitution or statute or otherwise, or under any circumstances, under or independent of the Loan Agreement, shall be had against any member, director, or officer or attorney, as such, past, present, or future, of the City, including without limitation the Commission or Redevelopment Commission, either directly or through the City, or otherwise, for the payment for or to the City of any sum that may remain due and unpaid by the City upon any of such Series 2024 Note. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, director, or officer or attorney, as such, to respond by reason of any act or omission on his or her part or otherwise for, directly or indirectly, the payment for or to the City or any receiver thereof, or for or to any owner or holder of any sum that may remain due and unpaid upon the Series 2024 Note hereby secured shall be expressly waived and released as a condition of and consideration for the execution and delivery of the Loan Agreement and the issuance and funding of the Series 2024 Note.

Section 8. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 9. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

Section 10. It is hereby determined that all formal actions of the Common Council relating to the adoption of this ordinance were taken in one or more open meetings of the Common Council, that all deliberations of the Common Council and of its committees, if any, which resulted in formal action, were in meetings open to the public, and that all such meetings were convened, held and conducted in compliance with applicable legal requirements, including IC 5-14-1.5, as amended.

Section 11. The Mayor, Controller, and Clerk, and any other officer of the City are hereby authorized and directed, in the name and on behalf of the City, to execute and deliver such further documents and to take such further actions as such person(s) deem(s) necessary or desirable to effect the purposes of this ordinance, and any such documents heretofore executed and delivered and any such actions heretofore taken, be, and hereby are, ratified and approved.

Section 12. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

Passed and adopted by the South Bend Common Council this 12th day of February, 2024.

Sharon McBride, Council President
South Bend Common Council

Attest:

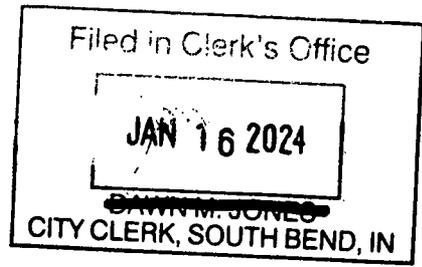
Bianca Tirado, City Clerk
Office of the City Clerk

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 February, 2024, at _____ o'clock ____ p.m.

Bianca Tirado, City Clerk
Office of the City Clerk

Approved and signed by me on the _____ day of February, 2024, at ____ o'clock ____ p.m

James Mueller, Mayor
City of South Bend, Indiana



LOAN AGREEMENT

BETWEEN

LEGACY25, INC.

AND

CITY OF SOUTH BEND, INDIANA

Dated as of February 1, 2024

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LOAN AGREEMENT

This is a LOAN AGREEMENT dated as of February 1, 2024 ("Loan Agreement") between LEGACY25, INC., an Indiana Nonprofit Corporation duly organized and existing and authorized to do business under the laws of the State of Indiana ("Legacy25" or "Borrower") and RealAmerica Development, LLC, an Indiana Limited Liability Company (collectively, with "Legacy25", "Developer"), and the CITY OF SOUTH BEND, INDIANA ("City"), a municipal corporation duly organized and validly existing under the laws of the State of Indiana.

PRELIMINARY STATEMENT

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, "Act"), has been enacted by the General Assembly of Indiana.

WHEREAS, the Act provides that a municipal corporation may, pursuant to the Act, make direct loans to users or developers for the cost of acquisition, construction, or installation of economic development projects, including the construction of site work and infrastructure improvements ("Local Public Improvements") needed to serve the redevelopment and development of three (3) new residential apartment buildings, consisting of: (i) a new residential apartment building containing at least seventy thousand (70,000) square feet, which shall include a minimum of sixty (60) total apartment units, of which all sixty (60) apartment units will be exclusively available for tenants at eighty percent (80%) or lower of the area median income; (ii) a second new residential apartment building containing at least fifty thousand (50,000) square feet, which shall include a minimum of forty-five (45) total market-rate apartment units; and (iii) a third new residential apartment building containing at least fifty thousand (50,000) square feet, which shall include a minimum of forty-five (45) total market-rate apartment units on certain real estate acquired by the Developer as set forth on Exhibit B attached hereto, together with all necessary appurtenances, related improvements and equipment, with an overall investment of approximately \$21,500,000 ("Development"), with such loan to be secured by the pledge of secured or unsecured debt obligations of the Borrower to enhance revitalization efforts, increase the level of diversification of the tax base, promote economic development and job opportunities, and enhance the City's efforts to create a vibrant and active residential and business community; and

WHEREAS, the South Bend Redevelopment Commission ("Commission") has established the River West Development Area ("Area") and the River West Development Allocation Area No. 1 ("Allocation Area") and adopted an economic development plan, as amended (collectively, as amended, "Plan") for the Area pursuant to a declaratory resolution, as amended to date, and as confirmed by a confirmatory resolution, as amended to date (collectively, "Area Resolution").

The Plan contained specific recommendations for economic development in the Area, and the Area Resolution established the Allocation Area in accordance with IC 36-7-14-39 for the purpose of capturing the TIF Revenues (as hereinafter defined).

The City, upon finding that the Local Public Improvements needed to serve the Development (hereinafter, collectively, "Project") and the proposed financing of the construction thereof will create additional employment opportunities in the City; will benefit the health, safety, morals, and general welfare of the citizens of the City and the State of Indiana; will enhance

revitalization efforts; will increase the level and diversity of the tax base; will enhance efforts to create a vibrant and active residential and business community; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing.

In order to induce the Borrower to complete the Project, the City intends to issue and fund the forgivable Taxable Economic Development Revenue Note, Series 2024 ("Series 2024 Note") in an amount not to exceed \$3,800,000.00 pursuant to the provisions of this Loan Agreement, and loan the proceeds of the Series 2024 Note, on a forgivable basis, to the Borrower to finance a portion of the cost of the Project in or physically connected to the Area.

This Loan Agreement provides for the payment of the Series 2024 Note by the Borrower and further provides for the Borrower's repayment obligation to be evidenced by the Series 2024 Note, substantially in the form attached hereto as Exhibit A.

Subject to the further provisions of this Loan Agreement, the loan will be payable solely out of the payments to be made by the Borrower (if any) on the Series 2024 Note.

In consideration of the premises, the forgivable loan, the acceptance of the Series 2024 Note by the City, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, the Borrower has executed and delivered this Loan Agreement.

This Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness hereunder (unless the 2024 Note is forgiven pursuant to Section 3.1 hereof) and shall keep, perform and observe all and singular the covenants and promises expressed in the Series 2024 Note, and this Loan Agreement to be kept, performed and observed by the Borrower, then the Series 2024 Note shall be forgiven by the holder of the Series 2024 Note.

The Borrower and the City hereby covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this Loan Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

"Act" means, collectively, Indiana Code 36-7-11.9 and -12, and any successor provisions of the Indiana Code or successor codes.

"Affidavit of Completion" means a written certificate of the Borrower stating that the Project has been completed in accordance with the terms of the Development Agreement and the Project is ready for use.

"Allocation Area" means the River West Development Area Allocation Area No. 1.

"Area" means the River West Development Area.

"Authorized Representative" means any officer of the Borrower or any other person certified by an officer of the Borrower to be the Borrower's Authorized Representative and with respect to the City means the Executive Director of the Department of Community Investment or any other person certified by the Mayor.

"Authorizing Resolution" means Resolution No. 3587 adopted by the South Bend Redevelopment Commission on January 11, 2024, authorizing the use of TIF Revenues on hand or to be on hand to fund the Series 2024 Note.

"Bond Counsel" means a nationally recognized firm of municipal bond attorneys acceptable to the City and the Borrower.

"Borrower" means Legacy25, Inc., an Indiana nonprofit corporation duly organized and existing and authorized to do business under the laws of the State of Indiana, or any successors and/or assigns thereto permitted under Section 3.3 hereof.

"Business Day" means any day other than a Saturday, Sunday or holiday, on which commercial banks in the City are open for conducting substantially all of their banking activities.

"City" means South Bend, Indiana, or any successor thereto or assign thereof.

"Commission" means the South Bend Economic Development Commission.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state, and, without limitation, may include legal counsel for either the City or the Borrower.

"Developer" means Legacy25, Inc. and RealAmerica Development, LLC, common entities desiring to share the rights and obligations under the Development Agreement.

"Development" shall have the meaning set forth in the Project definition below.

"Development Agreement" means the agreement dated January 11, 2024 by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission and RealAmerica Development, LLC, an Indiana Limited Liability Company, with offices at 8250 Dean Road, Indianapolis, Indiana 46240, and Legacy25, Inc., an Indiana Nonprofit Corporation with offices at 8250 Dean Road, Indianapolis, Indiana 46240.

"Guaranty Agreement" means the agreement of RealAmerica Development, LLC to guarantee the payment of the Series 2024 Note, to the extent the Series 2024 Note is not forgiven pursuant to the Loan Agreement, in the form set forth on Exhibit C attached hereto.

"Loan" means the loan by the City to the Borrower.

"Mandatory Project Completion Date" means within thirty-six (36) months of the closing date, which closing date shall commence on February 29, 2024 or such earlier or later closing date as may be agreed to in writing by the parties.

"Note" or "Notes" means the Series 2024 Note, and any other note executed by the Borrower in connection with the Series 2024 Note, and any notes issued in exchange therefor pursuant (and subject) to Section 3.7 hereof.

"Note Counsel" means Ice Miller LLP or another a nationally recognized firm of municipal bond attorneys acceptable to the City and the Borrower.

"Project" means the construction of site work and infrastructure improvements needed to serve the redevelopment and development of: (i) a new residential apartment building containing at least seventy thousand (70,000) square feet, which shall include a minimum of sixty (60) total apartment units, of which all sixty (60) apartment units will be exclusively available for tenants at eighty percent (80%) or lower of the area median income; (ii) a second new residential apartment building containing at least fifty thousand (50,000) square feet, which shall include a minimum of forty-five (45) total market-rate apartment units; and (iii) a third new residential apartment building containing at least fifty thousand (50,000) square feet, which shall include a minimum of forty-five (45) total market-rate apartment units on certain real estate acquired by the Developer with an overall investment of approximately \$21,500,000, as set forth on Exhibit B attached hereto, together with all necessary appurtenances, related improvements and equipment ("Development"), all in or physically connected to the Area.

"Project Costs" with respect to the Project shall mean any and all costs permitted by the Act including, but not limited to:

(i) the "Note Issuance Costs," namely the reasonable third-party costs, fees and expenses incurred or to be incurred by the City in connection with the Loan, the reasonable fees of disbursements of the City's municipal advisor, application fees and expenses, publication costs, the filing and recording fees in connection with any necessary filings or recordings or to perfect the lien thereof, the out-of-pocket costs of the City, the reasonable fees and disbursements of Counsel to the City, the reasonable fees and expenses of Note Counsel, the costs of preparing or printing the Series 2024 Note and the documentation supporting the Loan, the costs of reproducing documents and any other costs of a similar nature reasonably incurred;

(ii) design costs and other expenses directly related to the construction and equipping of the Project;

(iii) the cost of insurance of all kinds that may be required or necessary in connection with the construction or equipping of the Project;

(iv) all costs and expenses which Borrower shall be required to pay, under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto), for the construction of the Project; and

(v) any sums required to reimburse the Borrower for advances made subsequent to the date the Series 2024 Note is funded for any of the above items or for any other costs previously incurred and for work done by Borrower which are properly chargeable to the Project.

"Redevelopment Commission" means the South Bend Redevelopment Commission.

"Series 2024 Note" means the Series 2024 Note of the Borrower in the aggregate maturity amount of \$3,800,000 in substantially the form attached hereto as Exhibit A which will be issued and delivered by the Borrower to the City to evidence the Loan in the amount due by the Borrower and any Note issued in exchange for the Series 2024 Note pursuant to Section 3.7 hereof.

"State" means the State of Indiana.

"TIF Revenues" means property tax proceeds on hand or to be on hand in the allocation fund for the Allocation Area from the assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in IC 36-7-14-39(b)(1) as reduced by the credit provided for in IC 36-7-14-39.5 as such statutory provisions exist on the date of the issuance of the Series 2024 Note.

"Written Request" means a request in writing from an authorized representative of the party making the request.

Section 1.2. Rules of Interpretation. For all purposes of this Loan Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) "This Loan Agreement" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) The terms defined elsewhere in this Loan Agreement shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Loan Agreement.

- Exhibit A. Form of Series 2024 Note
- Exhibit B. Description of Real Estate Acquired
- Exhibit C. Form of Guaranty Agreement

(End of Article I)

ARTICLE II.

REPRESENTATIONS; LOAN OF TIF REVENUES

Section 2.1. Representations by City. The City represents and warrants that:

(a) The City is a municipal corporation duly organized and validly existing under the laws of the State. Under the provisions of the Act, the City has been authorized by action of its governing body to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder.

(b) The City agrees to make the Loan for the purpose of financing a portion of the construction of the Project for the benefit of the Borrower, to benefit the health, safety, morals and general welfare of the citizens of the City, increase economic well-being of the State, promote job opportunities and attract major new businesses.

Section 2.2. Representations by Borrower. Borrower represents and warrants that:

(a) The Borrower is an Indiana Nonprofit Corporation duly organized under the laws of the State of Indiana, validly exists and authorized to do business under the laws of the State of Indiana, is not in violation of any provision of its Articles of Incorporation, has not received notice and has no reasonable grounds to believe that it is in violation of any laws in any manner material to its ability to perform its obligations under this Loan Agreement and the Series 2024 Note, has the power to enter into and to perform its obligations under this Loan Agreement and the Series 2024 Note, and has duly authorized the execution and delivery of this Loan Agreement and the Series 2024 Note by appropriate corporate action.

(b) The Borrower anticipates creating at least 2 full-time job opportunities, with a total estimated annual payroll of One Hundred Thousand Dollars (\$100,000.00). The Borrower and its affiliates shall cause a total investment of up to approximately \$21,500,000.00 in real and depreciable personal property (exclusive of land costs).

(c) All of the proceeds from the Series 2024 Note (including any income earned on the investment of such proceeds) provided to the Borrower will be used solely for Project Costs.

(d) The Borrower intends to develop, construct and operate or cause the Development to be developed, constructed and operated as an economic development facility under the Act until the expiration or earlier termination of this Loan Agreement as provided herein, unless the Borrower has sold or otherwise transferred the Development to a Surviving Corporation (as hereinafter defined) in accordance with Section 3.3 or assigned this Loan Agreement in accordance with Section 3.11 of this Loan Agreement.

(e) Neither the execution and delivery of this Loan Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Series 2024 Note nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, will contravene the Borrower's Articles of Incorporation or any law or any governmental rule, regulation or order presently binding on the Borrower or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which Borrower is now a party

or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of Borrower under the terms of any instrument or agreement.

(f) The execution, delivery and performance by the Borrower of this Loan Agreement and the Series 2024 Note do not require the consent or approval of the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(g) Assuming the due authorization, execution and delivery thereof by the other parties thereto, this Loan Agreement and the Series 2024 Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general.

(h) There are no actions, suits or proceedings pending, or, to the knowledge of the Borrower, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Borrower or might impair the ability of the Borrower to perform its obligations under this Loan Agreement or the Series 2024 Note.

(i) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Loan Agreement or the Series 2024 Note.

(j) Upon the Mandatory Project Completion Date, as further set forth in Section 6.1 of the Development Agreement and as evidenced by written Certificates of Completion, to be delivered to the Controller, the Series 2024 Note will be forgiven.

Section 2.3. Series 2024 Note. Concurrently with the execution and delivery hereof, the City is authorizing the Loan to the Borrower and will fund the Loan following the execution of the Development Agreement. The Loan is being evidenced by the execution and delivery by the Borrower of the Series 2024 Note substantially in the form attached hereto as Exhibit A.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE BORROWER

Section 3.1. Forgiveness of Payment of Loan. To the extent the applicable representation and condition in Section 2.2(j) is met, payment on the Series 2024 Note shall be forgiven immediately and the Series 2024 Note shall be considered paid and of no further force or effect. If the representation in Section 2.2(j) is not met, the Loan shall remain in effect and be payable upon the maturity date set forth in each Section 2024 Note.

Section 3.2. RESERVED.

Section 3.3. Continuing Existence and Qualification. The Borrower covenants that so long as any Series 2024 Note is outstanding, it: (a) will maintain in good standing its corporate existence and qualification to do business in the State; and (b) will not (1) dissolve or otherwise dispose of all or substantially all of its assets, and (2) consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided that the Borrower may, without violating its agreement contained in this Section, consolidate with or merge into another corporation or other entity, or permit one or more other corporations or other entities to consolidate with or merge into it, or sell or otherwise transfer to another corporation or entity all or substantially all of its assets as an entirety and thereafter dissolve, provided the surviving, resulting or transferee entity (such corporation being hereinafter called the "Surviving Corporation") (if other than the Borrower) expressly accepts, agrees and assumes in writing to pay and perform all of the obligations of the Borrower herein and be bound by all of the agreements of the Borrower contained in this Loan Agreement to the same extent as if the Surviving Corporation had originally executed this Loan Agreement, and the Surviving Corporation is an Indiana corporation or is a foreign corporation or partnership, trust or other person or entity organized under the laws of one of the states of the United States and is qualified to do business in the State of Indiana as a foreign corporation or partnership, trust or other person or entity.

Section 3.4. Assignment, Sale or Other Disposition of Project. Until the Loan is repaid (or deemed forgiven) in full, any sale, lease or other disposition of the Development or any portion thereof is subject to the conditions of Section 3.11 hereof.

Section 3.5. Indemnity. The Borrower will pay, protect, defend, indemnify and save the City, the Commission and the Redevelopment Commission harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the City), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to the Project, provided, that the liability of Borrower under this Section 3.5 shall be limited to the amount of the Loan actually received by Borrower as of the date of the alleged breach of the terms of this Loan Agreement. If any proceeding is instituted for which indemnity may be sought under this Section 3.5, the party that may seek such indemnity shall notify the Borrower and the City in writing in a timely manner to allow the Borrower to defend any action or claim in such proceeding.

Section 3.6. Issuance of Substitute Notes. Upon the surrender of any Note, the Borrower will execute and deliver to the holder thereof a new Note dated the date of the Note being surrendered but with appropriate notations thereon to reflect payments of principal already paid

on such Note; provided, however, that there shall never be outstanding at any one time more than one Note.

Section 3.7. Payment of Expenses of Loan. The Note Issuance Costs (as defined under "Project Costs" in Article I hereof) will be paid by the Borrower on the date the Loan is funded.

Section 3.8. Reserved.

Section 3.9. Other Amounts Payable by the Redevelopment Commission. The Redevelopment Commission covenants and agrees to pay the following:

(a) All reasonable out-of-pocket costs incurred by the City incident to the payment of the Series 2024 Note as the same become due and payable.

(b) An amount sufficient to reimburse the City and Commission for all expenses reasonably incurred by the City under this Loan Agreement and in connection with the performance of its obligations under this Loan Agreement.

(c) All reasonable expenses incurred in connection with the enforcement of any rights under this Loan Agreement by the City.

Section 3.10. Completion of Project. The Borrower agrees that it will use reasonable efforts to cause to be made, executed, acknowledged and delivered any contracts, orders, receipts, writings and instructions with any other persons, firms, corporations or partnerships and in general do all things which may be requisite or proper, all for constructing and completing the Project, to the extent permitted by law, by the Mandatory Project Completion Date.

If the moneys comprising the Loan should not be sufficient to pay in full the costs of the construction of the Project, the Borrower agrees, for the benefit of the City and to fulfill the purposes of the Act, to use commercially reasonable efforts to cause the completion of the construction of the Project and to pay or cause to be paid that portion of the costs therefor as may be in excess of the moneys available therefor. The City does not make any warranty, either express or implied, that the moneys will be available for payment of the costs of the construction of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Borrower shall not be entitled to any reimbursement therefor from the City, nor shall it be entitled to any diminution in or abatement or postponement of the amounts payable hereunder or under the Series 2024 Note.

Section 3.11. Sale, Substitution, or Lease of the Development; Assignment of Loan Agreement. The Borrower, subject to the written consent of the City (which consent shall not be unreasonably withheld), may sell, lease or transfer or otherwise dispose of the Project or any portion thereof only if the sale, lease or transfer or other disposition shall not relieve the Borrower from liability from all payments due under this Loan Agreement and the performance of all of the other obligations of this Loan Agreement, except as permitted by Section 3.4 hereof, unless the transferee accepts, agrees and assumes in writing to pay and perform all of the obligations of the Borrower herein and be bound by all of the agreements of the Borrower contained in this Loan Agreement to the same extent as if the transferee had originally executed this Loan Agreement.

(End of Article III)

ARTICLE IV.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 4.1. Events of Default. (a) The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder:

(i) Failure of the Borrower to achieve and maintain the covenant set forth in Section 2.2(j) hereof, as further set forth in Section 6.1 of the Development Agreement; and

(ii) Failure of the Borrower to observe and perform any other covenant, condition or provision of this Agreement for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, given to the Borrower by the City, unless (i) the nature of the default is such that it cannot be remedied within the ninety (90) day period, (ii) the Borrower institutes corrective action within the ninety (90) day period and (iii) the Borrower diligently pursues such action until the default is remedied.

(b) Subject to the further provisions of this Article IV, during the occurrence and continuance of any event of default hereunder, the City or Borrower, as the case may be, shall have the rights and remedies hereinafter set forth in addition to any other remedies herein or by law provided:

(i) Acceleration. Solely if an event of default under Section 5.1(a)(i) of this Loan Agreement has occurred and is continuing, the City shall, by written notice to the Borrower, declare the principal of the Series 2024 Note due and payable, and upon any such declaration, the principal of the Series 2024 Note shall become and be immediately due and payable. The Borrower hereby acknowledges its obligation to repay upon default of Section 2.2(i) as set forth herein. This representation constitutes an agreement between the City and the Borrower that enhances or otherwise further secures the Series 2024 Note pursuant to IC 36-7-25-6 and shall be treated in the same manner as property taxes for real property owned by the Borrower or its affiliates, successors and assigns by merger or acquisition, for purposes of IC 6-1.1-22-13.

(ii) Right to Bring Suit, Etc. The City, with or without entry, personally or by attorney, may proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the Series 2024 Note or this Loan Agreement, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the City shall deem most effectual to protect and enforce any of its rights or duties hereunder; provided, however that all reasonable costs incurred by the City under this Article shall be paid to the City by the Borrower on demand.

In the event of default by the City, the Borrower may proceed to protect and enforce its rights by a suit for the specific performance or any covenant or agreement contained in this Loan Agreement.

(iii) Waiver of Events of Default. If after any event of default occurs and prior to the City or Borrower exercising any of the remedies provided in this Loan Agreement, the Borrower or City, as the case may be, will have completely cured such default or the City or Borrower has waived such default, then in every case such default will be waived, rescinded and annulled by the City or Borrower by written notice given to the Borrower or City. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

Section 4.2. Remedies Cumulative. No remedy herein conferred upon or reserved to the City or Borrower is intended to be exclusive of any other remedy or remedies provided herein. The remedies set forth in this Section are the sole and exclusive remedies of the City against Borrower under this Loan Agreement.

Section 4.3. Delay or Omission Not a Waiver. No delay or omission of the City or Borrower to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any such event of default or an acquiescence therein.

Section 4.4. Waiver of Extension, Appraisal or Stay Laws. To the extent permitted by law, neither the Borrower nor the City will during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Loan Agreement; and the Borrower and City hereby expressly waive all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted to the City or Borrower, respectively, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 4.5. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Loan Agreement invalid or unenforceable under the provisions of any applicable law.

Section 4.6. Rights of the City. If there shall be pending proceedings for the bankruptcy or for the reorganization of the Borrower under the United States Bankruptcy Code or any other applicable law, or in case a receiver, trustee, or custodian shall have been appointed for the property of the Borrower, or in the case of any other similar judicial proceedings relative to the Borrower, or to the creditors or property of the Borrower, the City shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to the Loan Agreement and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the City allowed in such judicial proceedings relative to the Borrower, its creditors, or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same after the deduction of its charges and expenses; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby

authorized to make such payments to the City, and to pay to the City any amount due it for compensation and expenses, including reasonable counsel fees and expenses incurred by it to the date of such distribution.

Section 4.7. Waiver of Events of Default. If after any event of default shall have occurred under this Loan Agreement and prior to the City or Borrower exercising any of the remedies provided in this Article, the Borrower or City, as the case may be, shall have completely cured such default, such default may be waived at the discretion of the City or Borrower and, if so waived, shall be rescinded and annulled by the City or Borrower by written notice given to the Borrower or City, respectively.

Section 4.8. Limitation of Liability. The City agrees and acknowledges that Borrower's representations, warranties, covenants, agreements and performance obligations under this Loan Agreement are limited to and apply exclusively to the operations of Developer at the Project site and any determination as to whether Borrower is in default of this Loan Agreement will be limited to Developer's operations at the Project site.

Section 4.9. Force Majeure. A party will not be deemed to be in default or otherwise in violation of any term of this Loan Agreement to the extent such party's action, inaction or omission is the result of Force Majeure Event (as defined below). The City and Borrower agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Loan Agreement. A force majeure event pauses a party's performance obligation for the duration of the event but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such party or its affiliates and prevents a party from performing its obligations under this Loan Agreement, including without limitation, any act of God; pandemic; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the Project or over a party's operations.

(End of Article IV)

ARTICLE V.

IMMUNITY

Section 5.1. Immunity. No covenant or agreement contained in this Loan Agreement shall be deemed to be a covenant or agreement of any member of the City, the Commission or the Redevelopment Commission or of any officer or employee of the City, the Commission, the Redevelopment Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the City, the Commission, the Redevelopment Commission nor any officer or employee of the City executing the Loan Agreement shall be liable personally on the Loan or be subject to any personal liability or accountability by reason of the Loan.

(End of Article V)

ARTICLE VI.

SUPPLEMENTS AND AMENDMENTS TO THIS LOAN AGREEMENT

Section 6.1. Supplements and Amendments to this Loan Agreement. The Borrower and the City may from time to time enter into such supplements and amendments to this Loan Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VI)

ARTICLE VII.

DEFEASANCE

Section 7.1. Defeasance. If the Loan is funded and repayment of the Series 2024 Note is forgiven pursuant to the terms of this Loan Agreement, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the City therein shall thereupon cease, terminate and become void; and this Loan Agreement, and the covenants of the Borrower contained herein, shall be discharged and the City in such case on demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this Loan Agreement, and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Borrower, all property, including money, then held by the City together with the Series 2024 Note marked paid or cancelled.

(End of Article VII)

ARTICLE VIII.

MISCELLANEOUS PROVISIONS

Section 8.1. Termination by Borrower. Borrower has the right to terminate this Loan Agreement for any reason or no reason by delivering notice to the City at least 5 business days prior to the desired termination date.

Section 8.2. Dispute Resolution. The Borrower and the City ("Parties") shall use their best efforts to resolve quickly and informally any disputes that could impede performance of the Parties' obligations under this Loan Agreement. If the Parties are not able to resolve a dispute through such informal efforts, the dispute shall be resolved by mediation in accordance with the Indiana Rules of Dispute Resolution. Such mediation shall be a condition precedent to a Party commencing litigation against the other Party. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana, without giving effect to its conflict of law rules. Any litigation commenced by a Party related to or arising out of this Agreement must be filed in the state courts of St. Joseph County, Indiana. The Parties further consent to the personal jurisdiction by said courts over it and hereby expressly waive, in the case of any such action, any defenses thereto based on jurisdictions, venue or forum non conveniens.

Section 8.3. Confidentiality. Borrower acknowledges that portions of this Loan Agreement and the materials, communications, data and information related to this Loan Agreement may constitute public records subject to disclosure under the State's public records laws and agrees that the City may disclose such portions of this Loan Agreement and the materials, communications, data and information related to this Loan Agreement as required by law, provided that the City gives Borrower prior written notice sufficient (in no event less than 7 calendar days) to allow Borrower to review any request for public record and make a recommendation to the City concerning its response to any request for public records related to this Loan Agreement.

Section 8.4. Information Security. The City agrees to use reasonable physical and technical measures to maintain the security of all electronic and tangible records relating to this Loan Agreement.

Section 8.5. Loan Agreement for Benefit of Parties Hereto. Nothing in this Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns and the holder of the Series 2024 Note, any right, remedy or claim under or by reason of this Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns and the holder of the Series 2024 Note.

Section 8.6. Severability. If any one or more of the provisions contained in this Loan Agreement or in the Series 2024 Note shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein, shall not in any way be affected or impaired thereby.

Mr. Gareth Kuhl
429 N. Pennsylvania Street, Suite 210
Indianapolis, IN 46204

Section 8.9. Successors and Assigns. Whenever in this Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the City, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not.

Section 8.10. Counterparts. This Loan Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Loan Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 8.11. Governing Law. It is the intention of the parties hereto that this Loan Agreement and the rights and obligations of the parties hereunder and the Series 2024 Note and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of the State of Indiana.

Section 8.12. Third-Party Beneficiary. The parties hereto acknowledge and agree that the terms of this Loan Agreement may be enforced by the Redevelopment Commission. The Redevelopment Commission shall be deemed to be a third-party beneficiary of this Loan Agreement. Except as provided in the foregoing sentence and as specifically set forth herein, nothing in this Loan Agreement is intended to confer any rights or remedies under or by reason of this Loan Agreement on any person or entity other than the parties hereto and their successors and permitted assigns.

(End of Article VIII)

IN WITNESS WHEREOF, the City has caused this Loan Agreement to be executed in its name by its authorized officers and has caused its corporate seal to be hereunto affixed, and the Borrower has caused this Loan Agreement to be executed in their names, all as of the date first above written.

LEGACY25, INC.,
an Indiana nonprofit corporation

By: _____

Printed: Ronda Shrewsbury

Title: President

REALAMERICA DEVELOPMENT, LLC
an Indiana limited liability company

By: _____

Printed: Ronda Shrewsbury

Title: President and Owner

CITY OF SOUTH BEND, INDIANA

By: _____
James Mueller, Mayor

By: _____
Kyle Willis, City Controller

ATTEST:

By: _____
Bianca Tirado, City Clerk

ACKNOWLEDGED BY THE SOUTH BEND
REDEVELOPMENT COMMISSION, as Third-
Party Beneficiary

By: _____
Marcia I. Jones, President

Attest:

By: _____
Vivian Sallie, Secretary

This instrument prepared by Lisa A. Lee, Ice Miller LLP, One American Square, Suite 2900,
Indianapolis, Indiana 46282.

EXHIBIT A

FORM OF LEGACY25, INC.
TAXABLE ECONOMIC DEVELOPMENT REVENUE NOTE
SERIES 2024 NOTE

Issue Date: February __, 2024
Original Principal: \$3,800,000
Maturity Date: _____, 203__
Interest Rate: ____%

FOR VALUE RECEIVED, the undersigned, Legacy25, Inc. ("Borrower"), a nonprofit corporation incorporated and existing under the laws of the State of Indiana and authorized to do business under the laws of the State of Indiana, hereby promises to pay to the order of the City of South Bend, Indiana ("City"), in immediately available funds, the interest and principal due under the Loan Agreement, dated as of February 1, 2024, between the City and Borrower ("Loan Agreement"), upon maturity, to the extent all or a portion of the principal and interest payable under this Series 2024 Note is not forgiven pursuant to the Loan Agreement, at such place as the City may direct, in immediately available funds based upon the outstanding principal amount drawn on this Note, which shall not to exceed \$3,800,000. Pursuant to the Guaranty Agreement, RealAmerica Development, LLC promises to pay the interest and principal due under the Loan Agreement, upon maturity, to the extent all or a portion of the principal and interest payable under this Series 2024 Note is not forgiven pursuant to the Loan Agreement

In certain events and in the manner set forth in the Loan Agreement, payments due under this Series 2024 Note are entitled to forgiveness.

This Series 2024 Note is issued pursuant to the Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The Borrower's obligations under this Series 2024 Note are subject in all respects to the further provisions of the Loan Agreement.

This Note is the Note referred to in the Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof, including those respecting prepayments.

In any case where the date of payment hereunder shall not be on a Business Day (as defined in the Loan Agreement), then such payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date of payment hereunder.

All terms used in this Note which are defined in the Loan Agreement shall have the meanings assigned to them in the Loan Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and attested by its duly authorized officers or representatives.

Dated the Issue Date set forth above.

LEGACY25, INC., an Indiana nonprofit corporation

By: _____

Printed: _____

Title: _____

EXHIBIT B

DESCRIPTION OF REAL ESTATE ACQUIRED

Tax ID No. 018-3015-056301

Parcel Key No. 71-08-12-305-001.000-026

Legal Description: Lots 55 56 & 57 & W 1/2 Vac Alley E & Adj & N 1/2 Vac Alley S & Adj To Lot 57 Martins Addn

Commonly known as: 504 S. Lafayette Blvd., South Bend, Indiana 46601

Tax ID No. 018-3015-0578

Parcel Key No. 71-08-12-305-005.000-026

Legal Description: S 1/2 Lot 44 & 3 Ft N Side Lot 45 E 1/2 Vac Alley W & Adj Martins Add

Commonly known as: 511 S. Main St., South Bend, Indiana 46601

Tax ID No. 018-3015-0579

Parcel Key No. 71-08-12-305-006.000-026

Legal Description: 32 Ft N Side Lot 45 & E 1/2 Vac Alley W & Adj Martins Add

Commonly known as: 515 S. Main St., South Bend, Indiana 46601

Tax ID No. 018-3015-0580

Parcel Key No. 71-08-12-305-007.000-026

Legal Description: 31 Ft Sside Lot 45 & N 1/2 Vac Alley So. & Adj & E 1/2 Vac Alley W & Adj Martins Add

Commonly known as: 517 S. Main St., South Bend, Indiana 46601

Tax ID No. 018-3015-0563

Parcel Key No. 71-08-12-305-008.000-026

Legal Description: S 1/2 Lot 44 & 3 Ft N Side Lot 45 E 1/2 Vac Alley W & Adj Martins Add

Commonly known as: 520 S. Lafayette Blvd., South Bend, Indiana 46601

Tax ID No. 018-3015-0581

Parcel Key No. 71-08-12-305-009.000-026

Legal Description: Lot 46 47 48 1/2 Vac All No. & Adj & E 1/2 Vac Alley W & Adj Martins Addition

Commonly known as: Northwest corner of S. Main St. and W. South St., South Bend, Indiana 46601

EXHIBIT C
FORM OF GUARANTY AGREEMENT

GUARANTY AGREEMENT
(RealAmerica Development, LLC)

In consideration of the issuance of the City of South Bend, Indiana's ("Issuer") Taxable Economic Development Revenue Note, Series 2024 (RealAmerica Project), in the aggregate principal amount not to exceed \$3,800,000 ("Series 2024 Note"), as evidence of a loan to Legacy25, Inc., an Indiana Nonprofit Corporation ("Borrower"), as authorized by an ordinance of the Issuer adopted on February 12, 2024 to fund the construction of site work and infrastructure improvements ("Local Public Improvements") needed to serve the redevelopment and development of: (i) a new residential apartment building containing at least seventy thousand (70,000) square feet, which shall include a minimum of sixty (60) total apartment units, of which all sixty (60) apartment units will be exclusively available for tenants at eighty percent (80%) or lower of the area median income; (ii) a second new residential apartment building containing at least fifty thousand (50,000) square feet, which shall include a minimum of forty-five (45) total market-rate apartment units; and (iii) a third new residential apartment building containing at least fifty thousand (50,000) square feet, which shall include a minimum of forty-five (45) total market-rate apartment units on certain real estate (collectively, "Development" and hereinafter collectively with the Local Public Improvements, the "Project") to induce the Borrower and RealAmerica Development, LLC ("Guarantor") to construct the Development, all in or physically connected to the River West Development Area and the River West Development Area Allocation Area No. 1 as established by the Commission, the Issuer intends to issue and fund its forgivable Series 2024 Note, pursuant to a Loan Agreement, dated as of February 1, 2024, between the Issuer and the Borrower ("Loan Agreement"), and loan the proceeds of the Series 2024 Note, on a forgivable basis, to the Borrower to finance a portion of the costs of the Project.

The Loan Agreement provides for the payment of the Series 2024 Note by the Borrower and further provides for the Borrower's repayment obligation to be evidenced by the Series 2024 Note and, subject to provisions of the Loan Agreement, the loan will be payable solely out of the payments to be made by the Borrower (if any) on the Series 2024 Note.

The Guarantor is willing to enter into this Agreement to guarantee the payment of the Series 2024 Note, to the extent the Series 2024 Note is not forgiven pursuant to the Loan Agreement ("Indebtedness").

In addition to the obligation of the Guarantor to pay and perform when due the Indebtedness, if not forgiven pursuant to the Loan Agreement, upon the written demand of the Issuer, after the occurrence of any of the following events, the Guarantor shall immediately pay in full and satisfy the Indebtedness or portion thereof remaining unpaid or unsatisfied at such time, whether or not such Indebtedness may then be due and payable, together with the costs and expenses (including without implied limitation reasonable attorneys' fees) incurred by the Issuer in connection with the collection or enforcement of this Guaranty, without relief from valuation and appraisal laws:

- (a) The dissolution, liquidation, or termination of the business of the Borrower;
- (b) The assignment by the Borrower for the benefit of its creditors;
- (c) The appointment of a receiver or a trustee for the Borrower or any of its assets;
- (d) The filing of an involuntary petition to adjudicate the Borrower as bankrupt and the failure of the Borrower to obtain a dismissal of such petition within sixty (60) days; or
- (e) The filing by the Borrower of a voluntary petition to adjudicate the Borrower as bankrupt or for reorganization.

The obligations of the Guarantor under this Guaranty Agreement ("Agreement") shall be absolute and unconditional under any and all circumstances (including, but without limitation, any event, occurrence or circumstance, whether or not within the contemplation of the parties hereto and whether or not affecting the purposes of or any consideration to the Guarantor in entering into this Agreement) and shall remain in full force and effect until the Indebtedness has been paid in full. The obligations of the Guarantor shall not be affected, modified or impaired upon the happening from time to time of any event, including but without limitation any of the following, whether or not with notice to, or the consent of, the Guarantor:

(a) The waiver, surrender, compromise, alteration, settlement, discharge, release or termination of any or all of the obligations, covenants or agreements of the Borrower except for the payment and performance of the Indebtedness in full, to the extent not forgiven;

(b) The failure to give notice to the Borrower or the Guarantor of the occurrence of an event of default under the terms and provisions of this Agreement or any documents executed in connection with the Indebtedness;

(c) The extension of time for payment of any obligation or any amount due under this Agreement, if not forgiven, or of the time for performance of any other obligation, covenant or agreement under or arising out of this Agreement or any documents executed in connection with the Indebtedness;

(d) The rescission, waiver, modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Agreement or the Loan Agreement or any other act or thing or omission or delay to do any other act or thing which may in any manner or to any extent vary the risk of the Guarantor or would otherwise operate as a discharge of the Guarantor as a matter of law;

(e) The taking, suffering or omitting to take any of the actions referred to in this Agreement or any documents executed in connection with the Indebtedness;

(f) The failure, omission, delay or lack of diligence on the part of Borrower, as the owner of the Series 2024 Notes, to enforce, assert or exercise any right, power or remedy conferred on the Borrower under this Agreement or any documents executed in connection with the Indebtedness;

(g) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, reorganization, arrangement, composition with creditors or readjustment of, or any similar proceedings affecting the Borrower or the allegation or contest of the validity of this Agreement or any documents executed in connection with the Indebtedness;

(h) The release or discharge of the Borrower from the performance or observance of any obligation, covenant or agreement contained in any documents executed in connection with the Indebtedness;

(i) Any event or action that would result in the release or discharge of the Guarantor from the performance or observance of any obligation, covenant or agreement contained in this Agreement;

(j) The default or failure of the Guarantor fully to perform its obligations set forth in this Agreement;

(k) The invalidity, illegality or unenforceability of any documents executed in connection with the Indebtedness or any part thereof; or

(l) Any other cause similar or dissimilar to any of the foregoing.

The Guarantor acknowledges that the Guarantor has had an opportunity to review the Indebtedness, all other documentation evidencing the Indebtedness; and all other documentation and information which the Guarantor feels is necessary or appropriate in order to execute and deliver this Agreement to the Issuer and the Borrower. The Guarantor warrants and represents to the Issuer and the Borrower that the Guarantor has knowledge of the Borrower's financial condition and affairs and of all other circumstances which bear upon the risk assumed by the Guarantor under this Agreement. The Guarantor agrees to continue to keep informed thereof while this Agreement is in force and further agrees that the Borrower does not have and will not have any obligation to investigate the financial condition or affairs of the Borrower for the benefit of the Guarantor or to advise the Guarantor of any fact respecting, or any change in, the financial condition or affairs of the Borrower or any other circumstance which may bear upon the Guarantor's risk hereunder which comes to the knowledge of the Borrower at any time, whether or not the Borrower knows, believes or has reason to know or to believe that any such fact or change is unknown to the Guarantor or might or does materially increase the risk of the Guarantor hereunder.

This Agreement shall be binding upon the Guarantor and its respective successors, assigns and legal representatives and shall inure to the benefit of the Borrower and its successors, assigns and legal representatives. Notice of the acceptance of this Agreement is hereby waived by the Guarantor. The Guarantor shall have no right of contribution with respect to any other guarantor unless and until the Indebtedness has been paid in full or forgiven pursuant to the Loan Agreement. The Guarantor shall not pursue collection of any indebtedness of the Borrower to the Guarantor or exercise any right or remedy with respect to any security therefore unless and until the Indebtedness has been paid in full.

The Guarantor agrees that the Guarantor shall not cause or permit any substantial amount of the Guarantor's property, business or assets to be sold, terminated, assigned, conveyed, pledged or otherwise transferred or encumbered without fair and adequate consideration. The Guarantor also agrees to submit annual financial statements within 90 days of its fiscal year-end and to provide the Guarantor's federal income tax return within 2 weeks of filing.

If any demand is made at any time upon the Borrower for the repayment or recovery of any amount or amounts received by the Borrower in payment or on account of the Indebtedness, to the extent not forgiven pursuant to the Loan Agreement, and the Borrower repays all or any part of such amount or amounts by reason of any judgment, decree or order of any court or administrative body or by reason of any settlement or compromise of any such demand, the Guarantor will be and remain liable hereunder for the amount or amounts so repaid or recovered to the same extent as if such amount or amounts had never been received originally by the Borrower.

The Guarantor agrees that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement shall be litigated, at the Borrower's sole discretion or election, in a court having situs within the State of Indiana where the Project is located. The Guarantor hereby consents and submits to the jurisdiction of any local, state or federal court located within Indiana.

The Guarantor agrees that this Guaranty shall be assignable to successor holders in the event of the sale of the Series 2024 Note.

This Agreement is executed and shall be construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty Agreement on this _____ day of _____, 2024.

REALAMERICA DEVELOPMENT, LLC

Ronda Shrewsbury, Managing Member



Bill No. 10-24
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.southbend.in.gov>

Sharon L. McBride
President

Sheila Niezgodski
Vice-President

Canneth Lee
Chairperson, Committee
of the Whole

Canneth Lee
First District

Ophelia Gooden Rodgers
Second District

Sharon L. McBride
Third District

Troy Warner
Fourth District

Sherry Bolden-Simpson
Fifth District

Sheila Niezgodski
Sixth District

Karen L. White
At Large

Rachel Tomas Morgan
At Large

Oliver Davis
At Large

Sharon McBride, President

South Bend Common Council

4th Floor, County-City Building

South Bend, IN 46601

February 6, 2024

Filed in Clerk's Office

FEB 06 2024

Bianca Tirado
City Clerk, South Bend, IN

**RE: AN ORDINANCE OF THE COMMON COUNCIL OF
THE CITY OF SOUTH BEND, INDIANA, AMENDING
SECTION 2-7(C) OF CHAPTER 2, ARTICLE 1 OF THE
SOUTH BEND MUNICIPAL CODE, "DUTIES OF THE CITY
CLERK AS CLERK OF THE COUNCIL" TO PERMIT THE
CITY CLERK TO HIRE OUTSIDE CONTRACTUAL
SERVICES FOR THE INITIAL PREPARATION OF DRAFTS
OF MEETING MINUTES**

Dear President McBride:

State law and city ordinance designate the City Clerk to serve as Clerk of the Council. One of the duties of the City Clerk as Clerk of the Council is the preparation of all meeting minutes as proscribed by city ordinances. South Bend City Code, Ch. 2 Art. 1 Sec. 2-7(c) states the "City Clerk's Office shall prepare minutes without consultation with anyone not a part of said office."

The transition from an outgoing clerk to the newly elected clerk has resulted in a gap and backlog of unprepared meeting minutes of both Council and Committee meeting from the term of the outgoing Clerk. The newly elected Clerk is working to complete this backlog and the use of outside contractual services would bring the Council into full legal compliance more quickly.

Additionally, modern technology, including new artificial intelligence can now prepare meeting minutes from meeting video much more efficiently and cost effectively than having City Clerk's staff prepare meeting minutes. Although in the future such technologies and software might be available at an affordable cost



City of South Bend Common Council

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point for purchase, it currently is fiscally sensible to hire an outside company with this technology.

We ask that you give this Bill a first reading on Monday, February 12, 2024, and assign it to a committee, to be followed by second and third readings and public hearing on February 26, 2024.

Thank you for your consideration.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Troy Warner", written over a horizontal line.

Troy Warner South Bend Common Council
Fourth District

A handwritten signature in black ink, appearing to read "Bianca Tirado", written over a horizontal line.

Bianca Tirado South Bend City Clerk

FEB 06 2024

Bianca Tirado
City Clerk, South Bend, IN

Bill No. 10-24

Ordinance No.

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING SECTION 2-7(C) OF CHAPTER 2, ARTICLE 1 OF THE SOUTH BEND MUNICIPAL CODE, "DUTIES OF THE CITY CLERK AS CLERK OF THE COUNCIL" TO PERMIT THE CITY CLERK TO HIRE OUTSIDE CONTRACTUAL SERVICES FOR THE INITIAL PREPARATION OF DRAFTS OF MEETING MINUTES

STATEMENT OF PURPOSE AND INTENT

State law and city ordinance designate the City Clerk to serve as Clerk of the Council. One of the duties of the City Clerk as Clerk of the Council is the preparation of all meeting minutes as proscribed by city ordinances. South Bend City Code, Ch. 2 Art. 1 Sec. 2-7(c) states the "City Clerk's Office shall prepare minutes without consultation with anyone not a part of said office."

The transition from an outgoing clerk to the newly elected clerk has resulted in a gap and backlog of unprepared meeting minutes of both Council and Committee meeting from the term of the outgoing Clerk. The newly elected Clerk is working to complete this backlog and the use of outside contractual services would bring the Council into full legal compliance more quickly.

Additionally, modern technology, including new artificial intelligence can now prepare meeting minutes from meeting video much more efficiently and cost effectively than having City Clerk's staff prepare meeting minutes. Although in the future such technologies and software might be available at an affordable cost point for purchase, it currently is fiscally sensible to hire an outside company with this technology.

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

Section I. The current language codified in of Chapter 2, Article 1, Section 2-7(c) of the South Bend Municipal Code is hereby amended to read in its entirety as follows [omitted text ~~stricken~~, new text in **bold**]:

- (c) The Clerk, or a designated representative of the Clerk's Office, in addition to the powers and duties enumerated in ~~Section 2-14~~ **other sections** of this Code, shall attend all regular and special meetings of the Council and shall keep an accurate journal of the proceedings of the Council and exercise and perform the powers and duties as provided and prescribed by law, this Code or ordinances. The City Clerk's Office shall prepare minutes without consultation with anyone not a part of said office. **However, when necessary, the City Clerk, with the approval of the Council President, may contract with an outside contractual service company to prepare an initial draft of meeting minutes. All meeting minutes must still be reviewed for accuracy by the City Clerk's office and the Council Subcommittee on Minutes prior to any submission for approval by the full Council.**

Section II. Severability.

If any part, section, subsection, paragraph, sentence, clause, or phrase of this ordinance is for any reason declared to be unconstitutional or otherwise invalid, by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section III. Effective Date.

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

Sharon McBride
President, South Bend Common Council

Attest:

Bianca Tirado, 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 _____, 2024, at _____ o'clock ____ . m.

Bianca Tirado, City Clerk
Office of the City Clerk

Approved and signed by me on the _____ day of _____, 2024, at ____ o'clock ____ .m.

James Mueller, Mayor
City of South Bend, Indiana

City of South Bend
BOARD OF ZONING APPEALS

Filed in Clerk's Office

FEB 07 2024

Bianca Tirado
City Clerk, South Bend, IN

February 6, 2024

Honorable Oliver Davis
4th Floor, County-City Building
South Bend, IN 46601

RE: Use Variance at 737 Beale Street

Dear Committee Chair Davis:

Enclosed is an Ordinance for the proposed Use Variance at the above referenced location. Please include the attached Ordinance on the Council agenda for **first reading** at your February 12, 2024, Council meeting and set it for public hearing at your March 11, 2024, Council meeting. The petition is tentatively scheduled for public hearing at the March 4, 2024, South Bend Board of Zoning Appeals meeting. The staff report and recommendation of the South Bend Board of Zoning Appeals will be forwarded to the Office of the City Clerk by noon on the Wednesday following the public hearing.

The petitioner provided the following to describe the proposed project:

Use Variance to permit professional offices in S1 Suburban Neighborhood 1 district

The full petition is attached for your reference. Changes may occur between the filing and the public hearing. Any substantial changes will be identified at the Council meeting.

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

Sincerely,



Kari Myers
Zoning Specialist

CC: Bob Palmer

BILL NO. 11-24

ORDINANCE NO. _____

Filed in Clerk's Office
FEB 07 2024
Bianca Tirado
City Clerk, South Bend, IN

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,
INDIANA, APPROVING A PETITION OF THE ADVISORY BOARD OF ZONING
APPEALS FOR THE PROPERTY LOCATED AT 737 BEALE STREET**

STATEMENT OF PURPOSE AND INTENT

A Use Variance to allow professional offices in S1 Suburban Neighborhood 1 zoning district

Petitioners desire to seek a Use Variance for professional offices for property located at 737 Beale Street.

NOW, THEREFORE, BE IT ORDAINED 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 Advisory Board of Zoning Appeals pursuant to Indiana Code Section 36-7-4-605, requesting that a Use Variance be granted for property located at:

737 Beale Street. South Bend, IN 46614. 018-2163-595603 and 018-2163-595604

In order to permit a Use Variance for professional offices

SECTION II. Following a presentation by the Petitioner, and after proper public hearing, the Common Council hereby approves the petition of the Advisory 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 approval will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare;
2. The use and value of the area adjacent to the lot included in the variance will not be affected in a substantially adverse manner;
3. The strict application of the terms of the zoning ordinance will constitute an unnecessary hardship if applied to the lot for which the variances is sought;

4. The approval does not interfere substantially with the comprehensive plan;

SECTION IV. Approval is subject to the Petitioner complying with the reasonable conditions, if any, established by the Advisory Board of Zoning Appeals which are on file in the Office of the City Clerk.

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

Sharon McBride, Council President
South Bend Common Council

Attest:

Bianca Tirado, 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 _____, 2024, at _____ o'clock ____ m.

Bianca Tirado, City Clerk
Office of the City Clerk

Approved and signed by me on the _____ day of _____, 2024, at ____ o'clock ____ m.

James Mueller, Mayor
City of South Bend, Indiana

Petition for Variance - Special Exception

Property Information

Tax Key Number: 018-2163-595604 and 018-2163-595603

Address: 737 Beale Street

Owner: South Bend Community School Corporation

Zoning: S1 Suburban Neighborhood 1

Project Summary:

South Bend Community Schools is demolishing the southwest portion of the existing building and renovating the interior to convert the former school into the corporation's new administration offices. This change from an educational facility to a business facility requires a Use Variance.

Requested Action

Special Exception/ Use Variance – *complete and attach Criteria for Decision Making*

Use requested: _____

Variance(s) - *List variances below, complete and attach Criteria for Decision Making*

Variance(s) requested:

Change from Education Use to Business Use

Filed in Clerk's Office

FEB 07 2024

Bianca Tirado
City Clerk, South Bend, IN

Required Documents

Completed Application (including Criteria for Decision Making and Contact Information)

Site Plan drawn to scale

Filing Fee

Criteria for Decision Making

Special Exception - *if applicable*

A Special Exception may only be granted upon making a written determination, based upon the evidence presented at a public hearing. Please address how the project meets the following criteria.

(1) The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare, because:

(2) The proposed use will not injure or adversely affect the use of the adjacent area or property values therein, because:

(3) The proposed use will be consistent with the character of the district in which it is located and the land uses authorized therein, because:

(4) The proposed use is compatible with the recommendations of the Comprehensive Plan, because:

Criteria for Decision Making

Variance(s) - if applicable

State statutes and the Zoning Ordinance require that certain standards must be met before a variance can be approved. Please address how the project meets the following criteria:

(1) The approval will not be injurious to the public health, safety, morals and general welfare of the community, because:

The former school building will be occupied by South Bend Community School Corporation as an administration and business office. This will help maintain continuity and use of the site within the neighborhood. It will also have less daily traffic since the building will not be utilized by students.

(2) The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner, because:

The former school building will now be occupied by the South Bend Community School Corporation Administration staff and no longer vacant. While the building is no longer an educational center, it will provide academic administration, business operations, and support for the entire school corporation.

(3) The strict application of the terms of this Chapter would result in practical difficulties in the use of the property, because:

The South Bend Community School Corporation has already appropriated funds for the renovation and needs a new administration center due to the sale of their existing office to the City of South Bend.

(4) The variance granted is the minimum necessary, because:

The building will remain in control of the South Bend Community School Corporation as their business administration center and only the use of the facility needs to be changed from education/instructional to business.

(5) The variance does not correct a hardship caused by a former or current owner of the property, because:

The property has been, and will continue to be, owned, operated, and maintained by the South Bend Community School Corporation. This project allows for the re-purposing of a former school.

Contact Information

Property owner(s) of the petition site:

Name: Kareemah Fowler, CFO, Assistant Superintendent of Business & Finance

Address: South Bend Community School Corporation
215 S. Dr. Martin Luther King Jr. Blvd, South Bend, Indiana 46601

Name: _____

Address: _____

Name: _____

Address: _____

Contact Person:

Name: Michael Bultinck, PLA

Address: 510 Lincolnway East, Suite C
Mishawaka, IN 46544

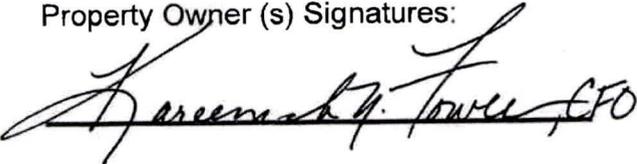
Phone Number: 574-257-0255

E-mail: mike@landlehman.com

By signing this petition, the Petitioner/Property Owners of the above described Real Estate acknowledge they are responsible for understanding and complying with the South Bend Zoning Ordinance and any other ordinance governing the property. Failure of staff to notify the petitioner of a requirement does not imply approval or waiver from anything contained within the ordinance.

The undersigned authorizes the contact person listed above to represent this petition before the South Bend Plan Commission and Common Council and to answer any and all questions related to this petition.

Property Owner (s) Signatures:





South Bend Community School Corporation
215 South Dr. Martin Luther King Jr. Boulevard
South Bend, Indiana 46601
574-393-6100

Friday, February 2, 2024

Dear Michael J. Bultinck, PLA

This letter authorizes Lehman & Lehman, Inc., to represent the South Bend Community School Corporation for the Brown Administration Building Use Variance Petition and to attend the hearing on the South Bend Community School Corporation's behalf.

If there are any additional requirements or if further documentation is needed to formalize this authorization, please do not hesitate to contact me at kfowler@sbcsc.k12.in.us or (574) 393-6088.

Sincerely,

A handwritten signature in cursive script that reads "K. Fowler".

Kareemah N. Fowler

Assistant Superintendent of Business & Finance

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FEB 07 2024

Bianca Tirado
City Clerk, South Bend, IN



OFFICE OF THE CITY CLERK
BIANCA L. TIRADO, CITY CLERK

February 7, 2024

Sharon McBride, President
City of South Bend Common Council
227 W. Jefferson Boulevard, 4th Floor
South Bend, Indiana 46601

RE: Salary Ordinance 10982-23 Amendment

Dear President McBride,

On October 23, 2023 the South Bend Common Council passed Ordinance No. 10982-23, which fixed maximum salaries and wages of appointed and non-bargaining employees of Office of the City Clerk for the calendar year 2024.

I now request an amendment to this non-bargaining salary ordinance, specifically to the make the following changes:

- Establish a full-time Administrative Assistant Position for the South Bend Common Council (with a 2024 cap of \$58,000)

I will present this bill to the Common Council at the appropriate committee meetings. It is requested that this bill be accepted for the 1st reading on February 12, 2024 with a 2nd reading, public hearing, and 3rd reading schedule for February 26, 2024.

Thank you for your attention to this request. If you should have any questions, please feel free to contact me at 574-235-9221.

Regards,

Bianca Tirado
City Clerk

INTEGRITY | SERVICE | ACCESSIBILITY

Danica Kulemeka
CHIEF DEPUTY/CHIEF OF STAFF

Elivet Quijada- Navarro
DEPUTY/DIRECTOR OF POLICY

Victoria Stowell
DIRECTOR OF SPECIAL PROJECTS

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

FEB 07 2024

Bianca Tirado
City Clerk, South Bend, IN

BILL NO. 12-24

ORDINANCE NO.

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING ORDINANCE NO. 10982-23, WHICH FIXES MAXIMUM SALARIES AND WAGES OF APPOINTED OFFICERS AND NON-BARGAINING EMPLOYEES OF THE OFFICE OF THE CITY CLERK OF THE CITY OF SOUTH BEND FOR CALENDAR YEAR 2024, TO ESTABLISH ONE NEW FULL-TIME POSITION

STATEMENT OF PURPOSE AND INTENT

On October 23, 2023, the South Bend Common Council passed Ordinance No. 10982-23, which fixed maximum salaries and wages of appointed officers and non-bargaining employees of the Office of the City Clerk of the City of South Bend for the calendar year 2024.

Since the enactment of Ordinance No. 10982-23, the City Clerk has determined that it is appropriate and necessary to amend the list of non-bargaining City positions approved under Ordinance No. 10982-23. Specifically, this ordinance establishes one new full-time position (Administrative Assistant) for the South Bend Common Council and changes the position from part-time to full-time as reflected in the amended list attached to this ordinance as Exhibit A.

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

SECTION I. Ordinance No. 10982-23 is hereby amended to include the non-bargaining position and maximum salaries set forth in Exhibit A attached hereto. The positions affected by this ordinance are highlighted for ease of identification.

SECTION II. All other portions and sections of Ordinance No. 10982-23 are unaffected by this amendment and are reconfirmed.

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

Sharon L. McBride, Council President
South Bend Common Council

Attest:

Bianca L. Tirado, 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 _____, 2024, at _____ o'clock ____ . m.

Bianca L. Tirado, City Clerk
Office of the City Clerk

Approved and signed by me on the _____ day of _____, 2024, at ____ o'clock ____ .m.

James Mueller, Mayor
City of South Bend, Indiana

City of South Bend, Indiana

2024 Nonbargaining Salary Ordinance Schedule
 Deputies and Employees Appointed by the City Clerk
 Maximum Salaries

Over 3.0%
 New Position
 New Title

Increase
 3.0%

Job Title	Status	Notes *	Current ?	2019 Salary Cap	2020 Salary Cap	2021 Salary Cap	2022 Salary Cap	2023 Salary Cap	2024 Salary Cap	2024 % Increase
Chief Deputy City Clerk	Full Time	203, 232, 250	Y	56,809	59,649	68,000	69,700	71,791	73,945	3.00%
Deputy City Clerk	Full Time	69, 179, 232	Y	51,000	53,550	53,711	55,054	56,706	58,407	3.00%
Executive Assistant to the City Clerk	Full Time	117	Y	41,336	43,409	43,539	44,627	45,966	47,345	3.00%
Administrative Assistant to the Common Council	Full Time		Y				-	-	58,000	

* Notes

29 - Salary Increase - multiple positions - adjustment for competitive market salary and internal pay equity (2014)

69 - Salary Increase - based on increased job responsibilities (2015)

117 - Salary Increase - multiple positions - increase in rate to keep in line with IACT survey, market averages, and other Department/Division Heads (2017)

179 - Salary Increase - Deputy City Clerk - due to increase in responsibilities as the Clerk's office takes on more meetings and requirements (2018)

203 - Salary Increase - Chief Deputy City Clerk - increase compensation to appropriately match job responsibilities (2019)

232 - Increases to Deputy City Clerk positions to reflect increased responsibilities related to the Youth Council (2020)

250 - Increase in Chief Deputy City Clerk position (2021)



City of South Bend
Position Description

Filed in Clerk's Office

FEB 07 2024

Bianca Tirado
City Clerk, South Bend, IN

Title	Administrative Assistant-Common Council		Position Code:	
Department:	South Bend Common Council			
Reports To:	Common Council President and Vice President			
FLSA Status:	Non-exempt	Collective Bargaining Representation:	Non-bargaining	
Driver's License:	Yes			
Other:	Security Sensitive: No	Safety Sensitive: No	Child Related: No	
Effective:	03-01-2024	Revisions:		
HR Director Approval:			Date:	

POSITION SUMMARY:

The Full-time Administrative Assistant provides administrative support to the Common Council, Council Attorney while exercising a high degree of discretion and confidentially.

SCHEDULE:

Varied schedule-Remote Work is optional, up to 40 hours per week. Schedule may vary based on operational needs.

PAY RATE:

\$55,000-\$58,000 (Non-Exempt)

SUPERVISION EXERCISED:

Not applicable.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

This list represents the types of duties required by the position. Other duties may be assigned as reasonably expected.

- Attends all Common Council and Committee meetings, on and off-site, ensuring consistent format and accuracy of content.
- Maintains a high level of confidentiality.
- Scheduler of all Common Council Committee meetings (on and off-site) and events.
- Provides administrative support for the City Council and Council Attorney, including composing correspondence, preparing reports and presentations, drafting of legal documents, etc.
- Manages all Common Council social media content.
- Answers the Common Council phone lines and CCouncil email.
- Creates correspondence requested by the Common Council into Laserfiche computer software program.
- Provides additional support and assistance in the efficient and effective delivery of city services through the council offices.
- Assists with the Youth Council Advisory program management and programing planning/logistics.
- Maintains the Council website.
- Completes special projects and duties assigned by the Common Council.
- Provides technical support to Council Members as needed.

NON-ESSENTIAL/MARGINAL FUNCTIONS:

- Answers phones and performs other duties as required.

QUALIFICATIONS

To perform this position successfully, an individual must be able to perform each essential duty in a satisfactory manner. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND/OR EXPERIENCE:

- Associates degree, paralegal certificate/training program, or equivalent education and experience required.
- At least two years' legal, paralegal, writing or editing experience required.

KNOWLEDGE AND ABILITY:

- Ability to work flexible hours including evenings in order to attend City Council and Committee meetings, both on and off-site.
- Must be able to type at least 60 words per minute with accuracy.
- Strong grammar and writing skills.
- Detail oriented and organized with the ability to handle multiple tasks and meet deadlines in a fast-paced environment.
- Skilled at establishing and maintaining effective working relationships.
- Strong computer skills including MS Office.
- Bilingual language skills (Spanish preferred) a plus, but not required.

CERTIFICATES, LICENSE, REGISTRATION:

- Paralegal certificate preferred.

EQUIPMENT:

Desktop and laptop computer; telephone, fax machine, copier, and scanner.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and walk, and talk or hear. The employee is occasionally required to walk; use hands to fingers, handle or feel objects, tools or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 40 pounds. Specific vision abilities required in this job include vision and the ability to adjust focus.

WORK ENVIRONMENT:

Work is performed in office setting, with moderate inside temperature. The noise level in the work environment is usually quiet to moderate in the office. Entire office is smoke free.

DISCLAIMER:

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities to this job at any time. The City of South Bend is an at will employer.

REQUIRED:

Pre-Employment Drug Screen.

EMPLOYEE ACKNOWLEDGEMENT

I, _____, acknowledge review of this job description.
(Employee Name – PRINT Name)

Employee Signature: _____ Date: _____

Supervisor Name (Please print): _____

Supervisor Signature: _____ Date: _____