



# OFFICE OF THE CITY CLERK

## BIANCA L. TIRADO, CITY CLERK

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### MEMORANDUM

**TO:** MEMBERS OF THE COMMON COUNCIL  
**FROM:** BIANCA L. TIRADO, CITY CLERK  
**DATE:** THURSDAY, FEBRUARY 6, 2025  
**SUBJECT:** COMMITTEE MEETING NOTICE

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The following Common Council Committee Meetings have been scheduled for **Monday, February 10, 2025:**

Council Chambers  
4<sup>th</sup> 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: <https://tinyurl.com/021025CC>

- 4:00 P.M.**      **COMMUNITY INVESTMENT**      **CHAIRPERSON, WARNER**
1. [Bill No. 25-09](#) - Confirming Resolution - Vacant Building Tax Abatement for 635 South Main Street
  2. [Bill No. 25-10](#) - Confirming Resolution - Real Property Tax Abatement for 445 North Sheridan Street
  3. [Bill No. 25-11](#) - Confirming Resolution - Personal Property Tax Abatement for 445 North Sheridan Street
  4. [Bill No. 25-12](#) - Resolution Approving a Certain Declaratory Resolution for the River West Development Area Adopted by the South Bend Redevelopment Commission
  5. [Bill No. 25-13](#) - Confirming Resolution - Real Property Tax Abatement for 225 and 229 South Michigan Street
- 4:35 P.M.**      **ZONING & ANNEXATION**      **CHAIRPERSON, DR. DAVIS**
1. Organizational Meeting
- 4:40 P.M.**      **COMMUNITY RELATIONS**      **CHAIRPERSON, GOODEN-RODGERS**
1. Organizational Meeting

INTEGRITY | SERVICE | ACCESSIBILITY

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Elivet Quijada-Navarro  
CHIEF OF STAFF / CHIEF DEPUTY CITY CLERK

Matthew Neal  
DEPUTY CITY CLERK / DIRECTOR OF POLICY

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](http://www.southbendin.gov)



**4:45 P.M.**

**RESIDENTIAL NEIGHBORHOODS**

**CHAIRPERSON, WHITE**

1. Organizational Meeting

Council President Canneth Lee has called an **Informal Meeting** of the Council which will commence immediately after the adjournment of the Residential Neighborhoods Committee Meeting.

**INFORMAL MEETING OF THE COMMON COUNCIL**

**PRESIDENT, C. LEE**

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**

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### **MEETING AGENDA**

Monday, February 10, 2025  
7:00 P.M.

The South Bend Common Council meeting will be open to the public at the Council Chambers on the 4<sup>th</sup> 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:  
<https://tinyurl.com/SBCC021025>

1. **INVOCATION**

PASTOR MARK LANTZ | CHRISTIAN CENTER CHURCH

2. **PLEDGE TO THE FLAG**

3. **ROLL CALL**

4. **REPORT FROM THE SUB-COMMITTEE ON MINUTES**

JANUARY 27, 2025

5. **SPECIAL BUSINESS**

2025 YOUTH ADVISORY COUNCIL SWEAR-IN CEREMONY

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

6. **REPORTS FROM CITY OFFICES**

7. **COMMITTEE OF THE WHOLE**

8. **BILLS ON THIRD READING**

9. **RESOLUTIONS**

BILL NO.

[25-09](#) A RESOLUTION CONFIRMING THE ADOPTION OF A DECLARATORY RESOLUTION DESIGNATING CERTAIN AREAS WITHIN THE CITY OF SOUTH BEND, INDIANA, COMMONLY KNOWN AS 635 SOUTH MAIN STREET, SOUTH BEND, INDIANA 46601 AN ECONOMIC REVITALIZATION AREA FOR PURPOSES OF A TWO-YEAR (2) VACANT BUILDING TAX ABATEMENT FOR STUDEBAKER ADMIN QOZB LLC

[25-10](#) A RESOLUTION CONFIRMING THE ADOPTION OF A DECLARATORY RESOLUTION DESIGNATING CERTAIN AREAS WITHIN THE CITY OF SOUTH BEND, INDIANA, COMMONLY KNOWN AS 445 NORTH SHERIDAN STREET, SOUTH BEND, INDIANA 46619 AN ECONOMIC REVITALIZATION AREA FOR PURPOSES OF AN EIGHT-YEAR (8) REAL PROPERTY TAX ABATEMENT FOR GLC SHERIDAN, LLC

[25-11](#) A RESOLUTION CONFIRMING THE ADOPTION OF A DECLARATORY RESOLUTION DESIGNATING CERTAIN AREAS WITHIN THE CITY OF SOUTH BEND, INDIANA, COMMONLY KNOWN AS 445 NORTH SHERIDAN STREET, SOUTH BEND, INDIANA 46619 AS AN ECONOMIC REVITALIZATION AREA FOR PURPOSES OF A FIVE-YEAR (5) PERSONAL PROPERTY TAX ABATEMENT FOR GTA CONTAINERS, LLC

[25-12](#) A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROVING AN ORDER OF THE SOUTH BEND PLAN COMMISSION APPROVING A CERTAIN DECLARATORY RESOLUTION FOR THE RIVER WEST DEVELOPMENT AREA ADOPTED BY THE SOUTH BEND REDEVELOPMENT COMMISSION

[25-13](#) A RESOLUTION CONFIRMING THE ADOPTION OF A DECLARATORY RESOLUTION DESIGNATING CERTAIN AREAS WITHIN THE CITY OF SOUTH BEND, INDIANA, COMMONLY KNOWN AS 225 SOUTH MICHIGAN, SOUTH BEND, INDIANA 46601 AND 229 SOUTH MICHIGAN, SOUTH BEND, INDIANA 46601 AN ECONOMIC REVITALIZATION AREA FOR PURPOSES OF AN EIGHT-YEAR (8) REAL PROPERTY TAX ABATEMENT FOR RSPG GLOBAL CONSULTING LLC

10. **BILLS ON FIRST READING**

BILL NO.

[06-25](#) 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 411 COTTAGE GROVE AVENUE COUNCILMANIC DISTRICT NO. 1 IN THE CITY OF SOUTH BEND, INDIANA

[07-25](#) FIRST READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING CHAPTER 18,

ARTICLE 5, TO UPDATE THE PROCEDURES FOR VACATION OF PUBLIC  
WAYS AND PUBLIC PLACES

- 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, 4<sup>th</sup> Floor County-City Building. Reasonable efforts have been taken to provide an accurate translation of the text of the agenda, however, the 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.*





## 2025 COMMON COUNCIL STANDING COMMITTEES (Rev. 02-05-2025)

### 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  
Karen L. White, 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  
Karen L. White, 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*.

Canneth Lee, Member  
Rachel Tomas Morgan, 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  
Troy Warner, Vice-Chairperson  
Sheila Niezgodski, Member  
*Citizen Member*

Sharon McBride, Member  
Dr. Oliver Davis, 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  
Dr. Oliver Davis, Member

Sharon McBride, Member  
*Citizen 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.



Sharon L. McBride, Chairperson  
Karen L. White, Vice- Chairperson  
*Citizen Member*

Ophelia Gooden-Rogers, Member  
Troy Warner, 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  
Karen L. White, Vice-Chairperson  
Rachel Tomas Morgan, Member

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

Dr. Oliver Davis, Member  
Troy Warner, Member  
*Citizen Member*

#### **RESIDENTIAL NEIGHBORHOODS COMMITTEE**

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

Karen L. White, Chairperson  
Sheila Niezgodski, Vice-Chairperson  
*Citizen Member*

Ophelia Gooden-Rodgers, Member  
Sharon McBride, 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*

Sheila Niezgodski, 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  
Rachel Tomas Morgan, Vice-Chairperson  
*Stacey Odom, Citizen Member*  
*Henry Davis Jr., Citizen Member*

Sharon McBride, Member  
Karen L. White, Member  
Troy Warner, Member

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#### **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





## 2025 COMMON COUNCIL STANDING COMMITTEES (Rev.02-05-2025)

### **CANNETH LEE, 1<sup>ST</sup> District Council Member**

#### **President**

Council Rules Committee, Member

### **OPHELIA GOODEN-RODGERS, 2<sup>ND</sup> District Council Member**

#### **Community Relations Committee, Chairperson**

Public Works & Property Vacation Committee, Vice-Chairperson

Community Investment Committee, Member      PARC Committee, Member

Residential Neighborhoods Committee, Member      Utilities Committee, Member

### **SHARON L. MCBRIDE, 3<sup>RD</sup> District Council Member**

#### **PARC Committee, Chairperson**

Residential Neighborhoods Committee, Member

Health & Public Safety Committee, Member      Zoning & Annexation Committee, Member

Information & Technology Committee, Member

### **TROY WARNER, 4<sup>TH</sup> District Council Member**

#### **Chairperson, Committee of the Whole**

#### **Community Investment Committee, Chairperson**

Health and Public Safety, Vice-Chairperson

Council Rules Committee, Member

Public Works & Property Vacation, Member

PARC Committee, Member

Sub-Committee on the Minutes, Member

Zoning & Annexation Committee, Member

### **SHERRY BOLDEN-SIMPSON, 5<sup>TH</sup> District Council Member**

#### **Utilities Committee, Chairperson**

Community Relations Committee, Member

Information & Technology, Vice-Chairperson

Community Investment Committee, Member

Sub-Committee on Minutes, Member

### **SHEILA NIEZGODSKI, 6<sup>TH</sup> District Council Member**

#### **Personnel & Finance Committee, Chairperson**

#### **Public Works & Property Vacation, Chairperson**

Health & Public Safety Committee, Member

Residential Neighborhoods Committee, Vice-Chairperson      Community Relations Committee, Member

Utilities Committee, Member

### **DR. OLIVER DAVIS, AT LARGE Council Member**

#### **Zoning & Annexation Committee, Chairperson**

Public Works & Property Vacation Committee, Member

Utilities Committee, Vice-Chairperson

Information & Technology Committee, Member

Personnel & Finance Committee, Member

Health & Public Safety Committee, Member

### **RACHEL TOMAS MORGAN, AT LARGE Council Member**

#### **Vice-President**

#### **Health & Public Safety Committee, Chairperson**

Personnel & Finance Committee, Member

#### **Information & Technology Committee, Chairperson**

#### **Zoning & Annexation Committee, Vice-Chairperson**

Council Rules Committee, Member

### **KAREN L. WHITE, AT LARGE Council Member**

#### **Residential Neighborhoods Committee, Chairperson**

Personnel & Finance Committee, Vice-Chairperson

Community Investment Committee, Vice-Chairperson

Zoning & Annexation Committee, Member

Community Relations Committee, Vice-Chairperson

PARC Committee, Vice-Chairperson



25-09



# CITY OF SOUTH BEND

## COMMUNITY INVESTMENT

February 5, 2025

Filed in Clerk's Office

Council Member Troy Warner  
Chairperson, Community Investment Committee  
South Bend Common Council  
County-City Building, 4<sup>th</sup> Floor  
South Bend, Indiana 46601

FEB 04 2025

Bianca Tirado  
City Clerk, South Bend, IN

RE: **Confirming Resolution:** Vacant Building Property Tax Abatement Petition for the  
**Studebaker Admin QOZB LLC**

Dear Council Member Warner,

Please find the enclosed Confirming Resolution and Memorandum of Agreement for a vacant building real property tax abatement for Studebaker Admin QOZB LLC, an Indiana Limited Liability Company. The petitioner intends to stabilize the property at 635 S. Main Street by replacing the roof and installing new windows. The building has been vacant for two decades and was previously the headquarters of the Studebaker Corporation and then the South Bend Community School Corporation.

The total investment for this project is \$920,653. The project meets the qualifications for a two-year (2) vacant building tax property tax abatement.

A representative from Studebaker Admin QOZB LLC, will be available to meet with the Committee on Monday, February 10, 2025.

Should you or other Council members have questions about the report or need additional information, please feel free to call me at (574) 245-6022.

Sincerely,

Joseph Molnar  
Assistant Director, Growth and Opportunity

FEB 04 2025

Bianca Tirado  
City Clerk, South Bend, IN

**BILL NO. 25-09**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION CONFIRMING THE ADOPTION OF A DECLARATORY  
RESOLUTION DESIGNATING CERTAIN AREAS WITHIN THE CITY OF  
SOUTH BEND, INDIANA, COMMONLY KNOWN AS

**635 S. Main Street, South Bend, Indiana 46601**

AN ECONOMIC REVITALIZATION AREA FOR PURPOSES OF A  
TWO-YEAR (2) VACANT BUILDING TAX ABATEMENT FOR

**Studebaker Admin QOZB LLC**

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WHEREAS, the Common Council of the City of South Bend, Indiana, has adopted a Declaratory Resolution designating certain areas within the City as an Economic Revitalization Area for the purpose of tax abatement consideration; and

WHEREAS, a Declaratory Resolution designated the area described as:

*Key Number:* 71-08-12-352-001.000-026  
*Local Parcel Number:* 018-3018-0687  
*Commonly Known As:* 635 S MAIN ST  
*Legal Description:* TRACT 1

be designated as an Economic Revitalization Area under the provisions of Indiana Code 6-1.1-12.1 et seq., and South Bend Municipal Code Sections 2-76 et seq.; and

WHEREAS, notice of the adoption of a Declaratory Resolution and the public hearing before the Council has been published pursuant to Indiana Code 6-1.1-12.1-2.5; and

WHEREAS, the Council held a public hearing for the purposes of hearing all remonstrances and objections from interested persons; and

WHEREAS, the Council has determined that the qualifications for an economic revitalization area have been met.

WHEREAS, the Council adopted Declaratory Resolution No. 5112-25 on January 27, 2025.

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

SECTION I. The Common Council hereby confirms its Declaratory Resolution designating the area described herein as an Economic Revitalization Area for the purposes of tax abatement. Such designation is for vacant building tax abatement only and shall expire on December 31, 2027.

SECTION II. The Common Council hereby determines that the property owner is qualified for and is granted vacant building tax deduction for up to a period of two (2) years as shown by the schedule outlined below as well as the attachment pursuant to Indiana Code 6-1.1-12.1-17 and further determines that the petition, the Memorandum of Agreement between the Petitioner and the City of South Bend, and the Statement of Benefits comply with Chapter 2, Article 6, of the Municipal Code of the City of South Bend and Indiana Code 6-1.1-12 et seq.

Year 1 - 100%  
Year 2 - 75%

SECTION III. This Resolution shall be in full force and effect from and after its adoption by the Common Council and approved by the Mayor.

\_\_\_\_\_  
Canneth Lee, 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 \_\_\_\_\_, 2025, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
Bianca Tirado, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
James Mueller, Mayor  
City of South Bend

FEB 04 2025

Bianca Tirado  
City Clerk, South Bend, IN

## MEMORANDUM OF AGREEMENT

### (VACANT BUILDING TAX ABATEMENT)

This Memorandum of Agreement (Agreement) dated as of February 5, 2025, serves as confirmation of a commitment by **Studebaker Admin QOZB LLC** (the "Applicant"), pending February 10, 2025, public hearing, to comply with the project description, job creation and retention (and associated wage rates and salaries) figures contained in its petition, Statement of Benefits, and attachments and this Agreement.

1. Property Associated with the Abatement and Responsibilities of the Applicant. At the time of this Agreement, the property is located at 635 S. Main Street, South Bend, IN 46601, and has Key Number 71-08-12-352-001.000-026. Throughout the duration of the abatement, the Applicant shall promptly report any changes in the address or Key Number of the property receiving the abatement to the Department of Community Investment and to the Office of the City Clerk. Moreover, the Applicant also shall report any material changes or improvements made to the property subject to the abatement including changes as the result of subdividing, replatting, or otherwise. The Applicant agrees that failure to promptly report changes can result in a finding of noncompliance on behalf of the Applicant under the commitments of this Agreement.
2. Commitments of City and Applicant. Subject to the adoption of a Declaratory Resolution and a Confirmatory Resolution by the South Bend Common Council (the "SBCC"), the City of South Bend, Indiana, (the "City") commits to provide a **two-year (2) vacant building tax abatement** for the Applicant, based on the Applicant's commitment set forth in its Application. The Applicant commits to the following (the "Commitments"):
  - (a) making total combined real property expenditures of no less than Nine Hundred and Twenty Thousand dollars (\$920,000.00) for the renovation of real property at a parcel identified in Section 1 of this Agreement;
  - (b) acting in good faith to complete the project as described in its Application.
3. Applicant's Compliance with City and State Laws. During the term of the abatement, the Applicant shall comply with Chapter 2, Article 6, of the South Bend Municipal Code, entitled "Tax Abatement Procedures," and all governing provisions of the Indiana Code. During the term of this abatement, the City may annually request information from the Applicant concerning the nature of the Project, the approved capital expenditure of the Project, the number of full-time permanent positions newly created by the Project, and the average wage rates and salaries (excluding benefits & overtime) associated with the positions, and the Applicant shall provide the City with adequate written evidence thereof within fifteen (15) days of such request (the "Annual Survey"). The City shall utilize this information and the information required to be filed by the Applicant in the CF-1 Compliance with the Statement of Benefits form to verify that the Applicant has at all times complied with the Commitments after the Commitment Date and during the duration of the abatement and for no other purpose. The Applicant further agrees to provide the City with such additional information as requested by the City to determine Applicant's compliance with the Commitments and with local and state requirements within twenty (20) days following any such request. Notwithstanding anything herein to the contrary,

the Applicant acknowledges that the City may be required to disclose certain documents provided by the Applicant as required by a court order or applicable law.

4. Substantial Compliance and Rights of Termination. The City, by and through the SBCC, reserves the right to terminate the Economic Revitalization Area designation and associated property tax abatement deductions if it reasonably determines that the Applicant has not made reasonable efforts to substantially comply with all the Commitments, as defined in Section 2 of this Agreement, and the Applicant's failure to substantially comply with the Commitments was not due to factors beyond its reasonable control, as described in Section 5 below.

5. Factors Beyond Control. As used in this Agreement, factors beyond the control of the Applicant shall only include factors not reasonably foreseeable at the time of designation application and submission of Statement of Benefits which are not caused by any act or omission of the Applicant, and which materially and adversely affect the ability of the Applicant to substantially comply with this Agreement. Applicant has the burden to communicate to the City any such factors in which it believes is beyond its control and impacting its ability to fulfill the terms of this Agreement or any tax abatement benefit provided to the City. The City reserves the right to investigate the factors cited by Applicant under this Section 5 to the fullest extent possible and may deny Applicant's request upon the completion of the City's investigation.

6. Repayment of Tax Abatement Savings. If at any time during the term of this Agreement the Applicant shall: (a) be delinquent or in default with respect to any tax payment in St. Joseph County, Indiana; or (b) cease operations at the facility for which the tax abatement was granted; or (c) announce the cessation of operations at such facility, then the City may immediately terminate the Economic Revitalization Area designation and associated tax abatement deductions, and upon such termination, require Applicant to repay all of the tax abatement savings received through the date of such termination.

7. Notice/Hearing of Termination. In the event that the City determines that the Economic Revitalization Area designation and associated tax abatement deductions should be terminated or that all or a portion of the tax abatement savings should be repaid, it will give the Applicant notice of such determination, including a written statement calculating the amount due from the Applicant, and will provide the Applicant with an opportunity to meet with the City's designated representatives to show cause why the abatement should not be terminated and/or the tax savings repaid. Such notice shall state the names of the person with whom the Applicant may meet and will provide that the Applicant shall have thirty (30) days from the date of such notice to arrange such meeting and to provide its evidence concerning why the abatement termination and/or tax savings repayment should not occur. If, after giving such notice and receiving such evidence, if any, the City determines that the abatement termination and/or the tax repayment action is proper, the Applicant shall be provided with written notice and a hearing before the SBCC before any final action shall be taken terminating the abatement and/or requiring repayment of tax benefits. The Applicant shall be entitled to appeal that determination to a St. Joseph County Superior or Circuit Court.

8. Repayment. In the event the City requires repayment of the tax abatement savings as provided hereunder, it shall provide Applicant with a written statement calculating the amount due (the "Statement"), and Applicant shall make such repayment to the City within one hundred twenty (120)

days of the date of the Statement. If the Applicant does not make timely repayment, the City shall be entitled to all reasonable costs and attorneys' fees incurred in the enforcement of this Agreement and the collection of the tax abatement savings required to be repaid hereunder.

9. Modification/Entire Agreement. This Agreement and the schedules attached hereto as Exhibit A contain the entire understanding between the City and the Applicant with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements, and conditions, expressed or implied, oral, or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing signed by the City and the Applicant. The Applicant understands that any and all filings required to be made or actions required to be taken to initiate or maintain the abatement are solely the responsibility of the Applicant.

10. Waivers. Neither the failure nor any delay on the part of the City to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any other right, remedy, power, or privilege with respect to any occurrence or be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

11. Governing Laws of Indiana. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by the laws and decisions of the courts of the State of Indiana.

12. Applicant's Consent to Jurisdiction. The Applicant hereby irrevocably consents to the jurisdiction of the Courts of the State of Indiana and of the St. Joseph County Circuit or Superior Court in connection with any action or proceeding arising out of or relating to this Agreement or any documents or instrument delivered with respect to any of the obligations hereunder, and any action related to this Agreement shall be brought in such County and in such Court.

12. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been received when delivered by hand or by facsimile (with confirmation by registered or certified mail) or on the third business day following the mailing, by registered or certified mail, postage prepaid, return receipt requested, thereof, addressed as set forth below:

If to Applicant:	Studebaker Admin QOZB LLC 506 W South Street, Suite 200 South Bend, Indiana 46601  Attn: Kevin Smith



If to the City:	City of South Bend, Indiana 227 W. Jefferson Boulevard, Suite 1400S South Bend, Indiana 46601  Attn: Executive Director of Community Investment
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13. Assignment and Transfer Prohibited. This Agreement shall be binding upon and inure to the benefit of the City and the Applicant and their successors and assigns, except (a) that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party hereto, in which consent shall not be unreasonably withheld, and (b) Applicant may assign and transfer its rights under this Agreement to the Permitted Assign without prior written consent. "Permitted Assign" means the affiliated single purpose entity created for purposes of designing, constructing, owning, operating, and maintaining the project which is the subject of this Agreement.

14. Valid and Binding Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. By executing this Agreement, each person so executing affirms that he has been duly authorized to execute this Agreement on behalf of such party and that this Agreement constitutes a valid and binding obligation of the party.

15. Severability. The provisions of this Agreement and of each section or other subdivision herein are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part unless this Agreement is rendered totally unenforceable thereby.

16. No Personal Liability. No official, director, officer, employee, or agent of the City shall be charged personally by the Applicant, its employees, or its agents with any liabilities or expenses of defense or be held personally liable to the Applicant under any term or provision of this Agreement or because of the execution by such party of this Agreement or because of any default by such party hereunder.

**[Remainder of page intentionally blank.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

<p><b>"Applicant"</b></p> <p>Studebaker Admin QOZB LLC</p> <p>By: <u><i>Kevin M. Smith</i></u></p> <p>Kevin Smith Member</p> <p>Approved as to Legal Adequacy and Form this _____ day of _____, 2025.</p> <p>Counsel, South Bend Common Council</p> <p>_____</p> <p>Counsel for Applicant</p> <p>_____</p>	<p><b>"City"</b></p> <p>City of South Bend, Indiana</p> <p>By: _____</p> <p>Canneth Lee President, South Bend Common Council</p> <p>By: _____</p> <p>Troy Warner Chairperson, Community Investment Committee</p> <p>By: _____</p> <p>Erik Glavich Department of Community Investment</p> <p>By: _____</p> <p>James Mueller Mayor</p>
--	--

**EXHIBIT A**

**Abatement Schedule**

Subject to the adoption by the SBCC of a resolution confirming the adoption of Declaratory Resolution No. 5112-25, the property owner is qualified for and is granted a vacant building tax abatement for a period of two (2) years as shown by the schedule outlined below.

Year 1 - 100%  
Year 2 - 75%



**25-10**

Filed in Clerk's Office



# CITY OF SOUTH BEND

## COMMUNITY INVESTMENT

FEB 04 2025

Bianca Tirado  
City Clerk, South Bend, IN

February 4, 2025

Council Member Troy Warner  
Chairperson, Community Investment Committee  
South Bend Common Council  
County-City Building, 4<sup>th</sup> Floor  
South Bend, Indiana 46601

RE: **Confirming Resolutions (2)**: Industrial Property Tax Abatement for **GLC Sheridan, LLC**  
and Personal Property Abatement for **GTA Containers, LLC**

Dear Council Member Warner,

Please find the enclosed Confirming Resolutions and supporting information pertaining to a tax abatement petition jointly submitted by **GLC Sheridan, LLC**, an Indiana Limited Liability Company and **GTA Containers, LLC**, also an Indiana Limited Liability Company. This petition package includes:

- Department of Community Investment's summary report
- Petition for abatement
- Statement of Benefits forms (SB-1 / Real Property)
- Statement of Benefits forms (SB-1 / Personal Property)
- Supporting information

The report contains the Department's findings relative to the above-mentioned petition. GLC Sheridan, LLC, intends to expand the facility located at **445 N. Sheridan Street**, which will be leased to GTA Containers, LLC, through a triple net lease. GTA Containers has been a local employer and manufacturer since 1988, and due to market shifts, need to expand into this new space. GLC Sheridan, LLC, is requesting a real property tax abatement in support of the project.

GTA Containers will also need to purchase new manufacturing equipment to support this growth and is requesting a personal property tax abatement. The total investment for this project is \$11,992,250 and will generate an additional 15 FTEs with a combined annual salary of \$1,040,000. The project meets the qualifications for an eight-year (8) mixed-use development real property tax abatement, and a five-year (5) personal property tax abatement.

A representative from GLC Sheridan, LLC, and GTA Containers, LLC will be available on Monday, February 10, 2025. If you or other Council members have questions about the report or need additional information, please feel free to call me at (574) 235-5836.

Sincerely,

Mark Bemenderfer  
Manager Business Development

FEB 04 2025

Bianca Tirado  
City Clerk, South Bend, IN

**BILL NO. 25-10**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION CONFIRMING THE ADOPTION OF A DECLARATORY  
RESOLUTION DESIGNATING CERTAIN AREAS WITHIN THE CITY OF  
SOUTH BEND, INDIANA, COMMONLY KNOWN AS

**445 N. Sheridan Street, South Bend, Indiana 46619**

AN ECONOMIC REVITALIZATION AREA FOR PURPOSES OF AN  
EIGHT-YEAR (8) REAL PROPERTY TAX ABATEMENT FOR

**GLC SHERIDAN, LLC**

---

WHEREAS, the Common Council of the City of South Bend, Indiana, has adopted a Declaratory Resolution designating certain areas within the City as an Economic Revitalization Area for the purpose of tax abatement consideration; and

WHEREAS, a Declaratory Resolution designated the area described as:

*Key Number:* 71-08-04-376-017.000-026  
*Local Parcel Number:* 018-2193-725701  
*Commonly Known As:* 445 N. Sheridan Street  
*Legal Description:* 371.57 Ft On Linden Ave Beg 207 Ft W & 40 Ft N  
Se Cor Sw Sec 4 37 2e

be designated as an Economic Revitalization Area under the provisions of Indiana Code 6-1.1-12.1 et seq., and South Bend Municipal Code Sections 2-76 et seq.; and

WHEREAS, notice of the adoption of a Declaratory Resolution and the public hearing before the Council has been published pursuant to Indiana Code 6-1.1-12.1-2.5; and

WHEREAS, the Council held a public hearing for the purposes of hearing all remonstrances and objections from interested persons; and

WHEREAS, the Council has determined that the qualifications for an economic revitalization area have been met; and

WHEREAS, the Council adopted Declaratory Resolution No. 5113-25 on January 27, 2025.

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

SECTION I. The Common Council hereby confirms its Declaratory Resolution designating the area described herein as an Economic Revitalization Area for the purposes of tax abatement. Such designation is for industrial development real property tax abatement only and shall expire on December 31, 2027.

SECTION II. The Common Council hereby determines that the property owner is qualified for and is granted real property tax deduction for up to a period of eight (8) years as shown by the schedule outlined below as well as the attachment pursuant to Indiana Code 6-1.1-12.1-17 and further determines that the petition, the Memorandum of Agreement between the Petitioner and the City of South Bend, and the Statement of Benefits comply with Chapter 2, Article 6, of the Municipal Code of the City of South Bend and Indiana Code 6-1.1-12 et seq.

Year 1 - 100%  
Year 2 - 90%  
Year 3 - 80%  
Year 4 - 70%  
Year 5 - 60%  
Year 6 - 50%  
Year 7 - 40%  
Year 8 - 30%

SECTION III. This Resolution shall be in full force and effect from and after its adoption by the Common Council and approved by the Mayor.

---

Canneth Lee, 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 \_\_\_\_\_, 2025, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

---

Bianca Tirado, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_ o'clock  
\_\_\_\_.m.

---

James Mueller, Mayor  
City of South Bend



FEB 04 2025

Bianca Tirado  
City Clerk, South Bend, IN

**MEMORANDUM OF AGREEMENT**

**(INDUSTRIAL DEVELOPMENT REAL PROPERTY TAX ABATEMENT)**

This Memorandum of Agreement (Agreement) dated as of January 31, 2025, serves as confirmation of a commitment by **GLC Sheridan, LLC** (the "Applicant"), pending a February 10, 2025, public hearing, to comply with the project description, job creation and retention (and associated wage rates and salaries) figures contained in its petition, Statement of Benefits, and attachments and this Agreement.

1. Property Associated with the Abatement and Responsibilities of the Applicant. At the time of this Agreement, the property is located at 445. N Sheridan Street, South Bend, Indiana 46619, and has Key Number 71-08-04-376-017.000-026. Throughout the duration of the abatement, the Applicant shall promptly report any changes in the address or Key Number of the property receiving the abatement to the Department of Community Investment and to the Office of the City Clerk. Moreover, the Applicant also shall report any material changes or improvements made to the property subject to the abatement including changes as the result of subdividing, replatting, or otherwise. The Applicant agrees that failure to promptly report changes can result in a finding of noncompliance on behalf of the Applicant under the commitments of this Agreement.

2. Commitments of City and Applicant. Subject to the adoption of a Declaratory Resolution and a Confirmatory Resolution by the South Bend Common Council (the "SBCC"), the City of South Bend, Indiana, (the "City") commits to provide an **eight-year (8) industrial development real property tax abatement** for the Applicant, based on the Applicant's commitment set forth in its Application. The Applicant commits to the following (the "Commitments"):

(a) making total combined real property expenditures of no less than Eight Million Eight Hundred Thousand dollars (\$8,800,000.00) for the construction of a new structure totaling approximately One Hundred Twelve Thousand Five Hundred (112,500) square feet at property identified in Section 1 of this Agreement;

(b) creating at least fifteen (15) permanent full-time jobs with a total estimated annual payroll of at least One Million Forty Thousand dollars (\$1,040,000); and

(c) acting in good faith to complete the project as described in its Application.

3. Applicant's Compliance with City and State Laws. During the term of the abatement, the Applicant shall comply with Chapter 2, Article 6, of the South Bend Municipal Code, entitled "Tax Abatement Procedures," and all governing provisions of the Indiana Code. During the term of this abatement, the City may annually request information from the Applicant concerning the nature of the Project, the approved capital expenditure of the Project, the number of full-time permanent positions newly created by the Project, and the average wage rates and salaries (excluding benefits & overtime) associated with the positions, and the Applicant shall provide the City with adequate written evidence thereof within fifteen (15) days of such request (the "Annual Survey"). The City shall utilize this information and the information required to be filed by the Applicant in the CF-1 Compliance with the Statement of Benefits form to verify that the Applicant has at all times complied with the Commitments

after the Commitment Date and during the duration of the abatement and for no other purpose. The Applicant further agrees to provide the City with such additional information as requested by the City to determine Applicant's compliance with the Commitments and with local and state requirements within twenty (20) days following any such request. Notwithstanding anything herein to the contrary, the Applicant acknowledges that the City may be required to disclose certain documents provided by the Applicant as required by a court order or applicable law.

4. Substantial Compliance and Rights of Termination. The City, by and through the SBCC, reserves the right to terminate the Economic Revitalization Area designation and associated property tax abatement deductions if it reasonably determines that the Applicant has not made reasonable efforts to substantially comply with all the Commitments, as defined in Section 2 of this Agreement, and the Applicant's failure to substantially comply with the Commitments was not due to factors beyond its reasonable control, as described in Section 5 below.

5. Factors Beyond Control. As used in this Agreement, factors beyond the control of the Applicant shall only include factors not reasonably foreseeable at the time of designation application and submission of Statement of Benefits which are not caused by any act or omission of the Applicant, and which materially and adversely affect the ability of the Applicant to substantially comply with this Agreement. Applicant has the burden to communicate to the City any such factors in which it believes is beyond its control and impacting its ability to fulfill the terms of this Agreement or any tax abatement benefit provided to the City. The City reserves the right to investigate the factors cited by Applicant under this Section 5 to the fullest extent possible and may deny Applicant's request upon the completion of the City's investigation.

6. Repayment of Tax Abatement Savings. If at any time during the term of this Agreement the Applicant shall: (a) be delinquent or in default with respect to any tax payment in St. Joseph County, Indiana; or (b) cease operations at the facility for which the tax abatement was granted; or (c) announce the cessation of operations at such facility, then the City may immediately terminate the Economic Revitalization Area designation and associated tax abatement deductions, and upon such termination, require Applicant to repay all of the tax abatement savings received through the date of such termination.

7. Notice/Hearing of Termination. In the event that the City determines that the Economic Revitalization Area designation and associated tax abatement deductions should be terminated or that all or a portion of the tax abatement savings should be repaid, it will give the Applicant notice of such determination, including a written statement calculating the amount due from the Applicant, and will provide the Applicant with an opportunity to meet with the City's designated representatives to show cause why the abatement should not be terminated and/or the tax savings repaid. Such notice shall state the names of the person with whom the Applicant may meet and will provide that the Applicant shall have thirty (30) days from the date of such notice to arrange such meeting and to provide its evidence concerning why the abatement termination and/or tax savings repayment should not occur. If, after giving such notice and receiving such evidence, if any, the City determines that the abatement termination and/or the tax repayment action is proper, the Applicant shall be provided with written notice and a hearing before the SBCC before any final action shall be taken terminating the abatement and/or requiring repayment of tax benefits. The Applicant shall be entitled to appeal that determination to a St. Joseph County Superior or Circuit Court.

8. Repayment. In the event the City requires repayment of the tax abatement savings as provided hereunder, it shall provide Applicant with a written statement calculating the amount due (the "Statement"), and Applicant shall make such repayment to the City within one hundred twenty (120) days of the date of the Statement. If the Applicant does not make timely repayment, the City shall be entitled to all reasonable costs and attorneys' fees incurred in the enforcement of this Agreement and the collection of the tax abatement savings required to be repaid hereunder.

9. Modification/Entire Agreement. This Agreement and the schedules attached hereto as Exhibit A contain the entire understanding between the City and the Applicant with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements, and conditions, expressed or implied, oral, or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing signed by the City and the Applicant. The Applicant understands that any and all filings required to be made or actions required to be taken to initiate or maintain the abatement are solely the responsibility of the Applicant.

10. Waivers. Neither the failure nor any delay on the part of the City to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any other right, remedy, power, or privilege with respect to any occurrence or be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

11. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been received when delivered by hand or by facsimile (with confirmation by registered or certified mail) or on the third business day following the mailing, by registered or certified mail, postage prepaid, return receipt requested, thereof, addressed as set forth below:

If to Applicant:                   GLC Sheridan, LLC  
7410 Aspect Drive, Suite 100,  
Granger, Indiana 46530  
Attn: Isaac Hall

If to the City:                   City of South Bend, Indiana  
227 W. Jefferson Boulevard, Suite 1400S  
South Bend, Indiana 46601  
Attn: Executive Director of Community Investment

12. Governing Laws of Indiana. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by the laws and decisions of the courts of the State of Indiana.

13. Applicant's Consent to Jurisdiction. The Applicant hereby irrevocably consents to the jurisdiction of the Courts of the State of Indiana and of the St. Joseph County Circuit or Superior Court in connection with any action or proceeding arising out of or relating to this Agreement or any

documents or instrument delivered with respect to any of the obligations hereunder, and any action related to this Agreement shall be brought in such County and in such Court.

14. Assignment and Transfer Prohibited. This Agreement shall be binding upon and inure to the benefit of the City and the Applicant and their successors and assigns, except (a) that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party hereto, in which consent shall not be unreasonably withheld, and (b) Applicant may assign and transfer its rights under this Agreement to the Permitted Assign without prior written consent. "Permitted Assign" means the affiliated single purpose entity created for purposes of designing, constructing, owning, operating, and maintaining the project which is the subject of this Agreement.




15. Valid and Binding Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. By executing this Agreement, each person so executing affirms that he has been duly authorized to execute this Agreement on behalf of such party and that this Agreement constitutes a valid and binding obligation of the party.

16. Severability. The provisions of this Agreement and of each section or other subdivision herein are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part unless this Agreement is rendered totally unenforceable thereby.

17. No Personal Liability. No official, director, officer, employee, or agent of the City shall be charged personally by the Applicant, its employees, or its agents with any liabilities or expenses of defense or be held personally liable to the Applicant under any term or provision of this Agreement or because of the execution by such party of this Agreement or because of any default by such party hereunder.

**[Remainder of page intentionally blank.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

<p>“Applicant”</p> <p>GLC Sheridan, LLC</p> <p>By: <u></u></p> <p>Jeff Smoke Managing Director</p> <p>Approved as to Legal Adequacy and Form this _____ day of _____, 2025.</p> <p>Counsel, South Bend Common Council</p>	<p>“City”</p> <p>City of South Bend, Indiana</p> <p>By: _____</p> <p>Canneth Lee President, South Bend Common Council</p> <p>By: _____</p> <p>Troy Warner Chairperson, Community Investment Committee</p> <p>By: <u></u></p>
<p>Counsel for Applicant</p> <p><u></u></p> <p>Rich A.D. J. Deahl, GEN. COUNSEL</p>	<p>By: _____</p> <p>Erik Glavich Department of Community Investment</p> <p>By: _____</p> <p>James Mueller Mayor</p>

**EXHIBIT A**

**Abatement Schedule**

Subject to the adoption by the SBCC of a resolution confirming the adoption of Declaratory Resolution No. 5113-25, the property owner is qualified for and is granted an industrial real property tax abatement for a period of eight (8) years as shown by the schedule outlined below.

Year 1 - 100%  
Year 2 - 90%  
Year 3 - 80%  
Year 4 - 70%  
Year 5 - 60%  
Year 6 - 50%  
Year 7 - 40%  
Year 8 - 30%

25-11



# CITY OF SOUTH BEND

## COMMUNITY INVESTMENT

Filed in Clerk's Office

FEB 04 2025

Bianca Tirado  
City Clerk, South Bend, IN

February 4, 2025

Council Member Troy Warner  
Chairperson, Community Investment Committee  
South Bend Common Council  
County-City Building, 4<sup>th</sup> Floor  
South Bend, Indiana 46601

RE: **Confirming Resolutions (2)**: Industrial Property Tax Abatement for **GLC Sheridan, LLC**  
and Personal Property Abatement for **GTA Containers, LLC**

Dear Council Member Warner,

Please find the enclosed Confirming Resolutions and supporting information pertaining to a tax abatement petition jointly submitted by **GLC Sheridan, LLC**, an Indiana Limited Liability Company and **GTA Containers, LLC**, also an Indiana Limited Liability Company. This petition package includes:

- Department of Community Investment's summary report
- Petition for abatement
- Statement of Benefits forms (SB-1 / Real Property)
- Statement of Benefits forms (SB-1 / Personal Property)
- Supporting information

The report contains the Department's findings relative to the above-mentioned petition. GLC Sheridan, LLC, intends to expand the facility located at **445 N. Sheridan Street**, which will be leased to GTA Containers, LLC, through a triple net lease. GTA Containers has been a local employer and manufacturer since 1988, and due to market shifts, need to expand into this new space. GLC Sheridan, LLC, is requesting a real property tax abatement in support of the project.

GTA Containers will also need to purchase new manufacturing equipment to support this growth and is requesting a personal property tax abatement. The total investment for this project is \$11,992,250 and will generate an additional 15 FTEs with a combined annual salary of \$1,040,000. The project meets the qualifications for an eight-year (8) mixed-use development real property tax abatement, and a five-year (5) personal property tax abatement.

A representative from GLC Sheridan, LLC, and GTA Containers, LLC will be available on Monday, February 10, 2025. If you or other Council members have questions about the report or need additional information, please feel free to call me at (574) 235-5836.

Sincerely,

Mark Bemenderfer  
Manager Business Development

FEB 04 2025

Bianca Tirado  
City Clerk, South Bend, IN

**BILL NO. 25-11**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION CONFIRMING THE ADOPTION OF A DECLARATORY  
RESOLUTION DESIGNATING CERTAIN AREAS WITHIN THE CITY OF  
SOUTH BEND, INDIANA, COMMONLY KNOWN AS

**445 N. Sheridan Street, South Bend, Indiana 46619**

AS AN ECONOMIC REVITALIZATION AREA FOR PURPOSES OF A  
FIVE-YEAR (5) PERSONAL PROPERTY TAX ABATEMENT FOR

**GTA Containers, LLC**

---

WHEREAS, the Common Council of the City of South Bend, Indiana, has adopted a Declaratory Resolution designating certain areas within the City as an Economic Revitalization Area for the purpose of tax abatement consideration; and

WHEREAS, a Declaratory Resolution designated the area commonly known as 445 N. Sheridan St, South Bend, Indiana 46619, and which is more particularly described as follows:

**Business Personal Property**

and which has Key Numbers to be assigned, be designated as an Economic Revitalization Area; and

WHEREAS, notice of the adoption of a Declaratory Resolution and the public hearing before the Council has been published pursuant to Indiana Code 6-1.1-12.1-2.5; and

WHEREAS, the Council held a public hearing for the purposes of hearing all remonstrances and objections from interested persons;

WHEREAS, the Council has determined that the qualifications for an economic revitalization area have been met; and

WHEREAS, the Council adopted Declaratory Resolution No. 5114-25 on January 27, 2025.

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

**SECTION I.** The Common Council hereby confirms its Declaratory Resolution designating the area described herein as an Economic Revitalization Area for the purposes of tax abatement. Such designation is for personal property tax abatement only and shall expire on December 31, 2027.



SECTION II. The Common Council hereby determines that the property owner is qualified for and is granted personal property tax deduction for a period of five (5) years as shown below pursuant to Indiana Code 6-1.1-12.1-17 and further determines that the petition, the Memorandum of Agreement between the Petitioner and the City of South Bend, and the Statement of Benefits comply with Chapter 2, Article 6, of the Municipal Code of the City of South Bend and Indiana Code 6-1.1-12 et seq.

- Year 1 - 100%
- Year 2 - 90%
- Year 3 - 80%
- Year 4 - 70%
- Year 5 - 60%

SECTION III. This Resolution shall be in full force and effect from and after its adoption by the Common Council and approved by the Mayor.

\_\_\_\_\_  
Canneth Lee, 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 \_\_\_\_\_, 2025, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
Bianca Tirado, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
James Mueller, Mayor  
City of South Bend

FEB 04 2025

Bianca Tirado  
City Clerk, South Bend, IN

**MEMORANDUM OF AGREEMENT**  
**(PERSONAL PROPERTY TAX ABATEMENT)**

This Memorandum of Agreement (Agreement) dated as January 31, 2025, serves as confirmation of a commitment by **GTA Containers, LLC** (the "Applicant"), pending a February 10, 2025, public hearing, to comply with the project description, job creation, and retention (and associated wage rates and salaries) figures contained in its petition, Statement of Benefits, and attachments and this Agreement (Commitments).

1. Commitments of City and Applicant. Subject to the adoption of a Declaratory Resolution and a Confirmatory Resolution by the South Bend Common Council (the "SBCC"), the City of South Bend, Indiana, (the "City") commits to provide a **five-year (5) personal property tax abatement** for the Applicant, based on the Applicant's commitment set forth in its Application. The Applicant commits to the following (the "Commitments"):

(a) making a capital expenditure of no less than Two Million Three Hundred Thousand dollars (\$2,300,000.00) associated with the purchase and installation of manufacturing equipment to be installed at 445 N. Sheridan Street, South Bend, Indiana 46619, and has Key Number 71-08-04-376-017.000-026.

(b) creating at least fifteen (15) permanent full-time jobs with a total estimated annual payroll of at least One Million Forty Thousand dollars (\$1,040,000.00); and

(c) acting in good faith to complete the project as described in its Application.

2. Applicant's Compliance with City and State Laws. During the term of the abatement, the Applicant shall comply with Chapter 2, Article 6, of the South Bend Municipal Code, entitled "Tax Abatement Procedures," and all governing provisions of the Indiana Code. During the term of this abatement, the City may annually request information from the Applicant concerning the nature of the Project, the approved capital expenditure of the Project, the number of full-time permanent positions newly created by the Project, and the average wage rates and salaries (excluding benefits & overtime) associated with the positions, and the Applicant shall provide the City with adequate written evidence thereof within fifteen (15) days of such request (the "Annual Survey"). The City shall utilize this information and the information required to be filed by the Applicant in the CF-1 Compliance with the Statement of Benefits form to verify that the Applicant has at all times complied with the Commitments after the Commitment Date and during the duration of the abatement and for no other purpose. The Applicant further agrees to provide the City with such additional information as requested by the City to determine Applicant's compliance with the Commitments and with local and state requirements within twenty (20) days following any such request. Notwithstanding anything herein to the contrary, the Applicant acknowledges that the City may be required to disclose certain documents provided by the Applicant as required by a court order or applicable law.

3. Substantial Compliance and Rights of Termination. The City, by and through the SBCC, reserves the right to terminate the Economic Revitalization Area designation and associated property tax abatement deductions if it reasonably determines that the Applicant has not made reasonable efforts to substantially comply with all the Commitments, as defined in Section 1 of this Agreement, and the

Applicant's failure to substantially comply with the Commitments was not due to factors beyond its reasonable control, as described in Section 4 below.

4. Factors Beyond Control. As used in this Agreement, factors beyond the control of the Applicant shall only include factors not reasonably foreseeable at the time of designation application and submission of Statement of Benefits which are not caused by any act or omission of the Applicant, and which materially and adversely affect the ability of the Applicant to substantially comply with this Agreement. Applicant has the burden to communicate to the City any such factors in which it believes is beyond its control and impacting its ability to fulfill the terms of this Agreement or any tax abatement benefit provided to the City. The City reserves the right to investigate the factors cited by Applicant under this Section 4 to the fullest extent possible and may deny Applicant's request upon the completion of the City's investigation.

5. Repayment of Tax Abatement Savings. If at any time during the term of this Agreement the Applicant shall: (a) be delinquent or in default with respect to any tax payment in St. Joseph County, Indiana; or (b) cease operations at the facility for which the tax abatement was granted; or (c) announce the cessation of operations at such facility, then the City may immediately terminate the Economic Revitalization Area designation and associated tax abatement deductions, and upon such termination, require Applicant to repay all of the tax abatement savings received through the date of such termination.

6. Notice/Hearing of Termination. In the event that the City determines that the Economic Revitalization Area designation and associated tax abatement deductions should be terminated or that all or a portion of the tax abatement savings should be repaid, it will give the Applicant notice of such determination, including a written statement calculating the amount due from the Applicant, and will provide the Applicant with an opportunity to meet with the City's designated representatives to show cause why the abatement should not be terminated and/or the tax savings repaid. Such notice shall state the names of the person with whom the Applicant may meet and will provide that the Applicant shall have thirty (30) days from the date of such notice to arrange such meeting and to provide its evidence concerning why the abatement termination and/or tax savings repayment should not occur. If, after giving such notice and receiving such evidence, if any, the City determines that the abatement termination and/or the tax repayment action is proper, the Applicant shall be provided with written notice and a hearing before the SBCC before any final action shall be taken terminating the abatement and/or requiring repayment of tax benefits. The Applicant shall be entitled to appeal that determination to a St. Joseph County Superior or Circuit Court.

7. Repayment. In the event the City requires repayment of the tax abatement savings as provided hereunder, it shall provide Applicant with a written statement calculating the amount due (the "Statement"), and Applicant shall make such repayment to the City within one hundred twenty (120) days of the date of the Statement. If the Applicant does not make timely repayment, the City shall be entitled to all reasonable costs and attorneys' fees incurred in the enforcement of this Agreement and the collection of the tax abatement savings required to be repaid hereunder.

8. Modification/Entire Agreement. This Agreement and the schedules attached hereto as Exhibit A contain the entire understanding between the City and the Applicant with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings,

inducements, and conditions, expressed or implied, oral, or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing signed by the City and the Applicant. The Applicant understands that any and all filings required to be made or actions required to be taken to initiate or maintain the abatement are solely the responsibility of the Applicant.

9. **Waivers.** Neither the failure nor any delay on the part of the City to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any other right, remedy, power, or privilege with respect to any occurrence or be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

10. **Governing Laws of Indiana.** This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by the laws and decisions of the courts of the State of Indiana.

11. **Applicant's Consent to Jurisdiction.** The Applicant hereby irrevocably consents to the jurisdiction of the Courts of the State of Indiana and of the St. Joseph County Circuit or Superior Court in connection with any action or proceeding arising out of or relating to this Agreement or any documents or instrument delivered with respect to any of the obligations hereunder, and any action related to this Agreement shall be brought in such County and in such Court.

12. **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been received when delivered by hand or by facsimile (with confirmation by registered or certified mail) or on the third business day following the mailing, by registered or certified mail, postage prepaid, return receipt requested, thereof, addressed as set forth below:

If to Applicant:	GTA Containers, LLC 445 N. Sheridan Street, South Bend, IN 46619  Attn: John Heffelfinger
If to the City:	City of South Bend, Indiana 227 W. Jefferson Boulevard, Suite 1400S South Bend, Indiana 46601  Attn: Executive Director of Community Investment

13. Assignment and Transfer Prohibited. This Agreement shall be binding upon and inure to the benefit of the City and the Applicant and their successors and assigns, except that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party hereto, in which consent shall not be unreasonably withheld.

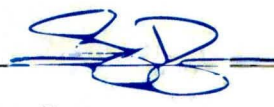

14. Valid and Binding Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. By executing this Agreement, each person so executing affirms that he has been duly authorized to execute this Agreement on behalf of such party and that this Agreement constitutes a valid and binding obligation of the party.

15. Severability. The provisions of this Agreement and of each section or other subdivision herein are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part unless this Agreement is rendered totally unenforceable thereby.

16. No Personal Liability. No official, director, officer, employee, or agent of the City shall be charged personally by the Applicant, its employees, or its agents with any liabilities or expenses of defense or be held personally liable to the Applicant under any term or provision of this Agreement or because of the execution by such party of this Agreement or because of any default by such party hereunder.

**[Remainder of page intentionally blank.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

<p>"Applicant"</p> <p>GTA Containers, LLC</p> <p>By:  _____</p> <p>Igor Popov Chief Executive Officer</p> <p>Approved as to Legal Adequacy and Form this _____ day of _____, 2025.</p> <p>Counsel, South Bend Common Council</p>	<p>"City"</p> <p>City of South Bend, Indiana</p> <p>By: _____</p> <p>Canneth Lee President, South Bend Common Council</p> <p>By: _____</p> <p>Troy Warner Chairperson, Community Investment Committee</p> <p></p> <p>By: _____</p>
<p>_____</p> <p>Counsel for Applicant</p>	<p>By: _____</p> <p>James Mueller Mayor</p>

**EXHIBIT A**

**Abatement Schedule**

Subject to the adoption by the SBCC of a resolution confirming the adoption of Declaratory Resolution No. 5114-25, the property owner is qualified for and is granted a personal property tax abatement for a period of five (5) years as shown by the schedule outlined below.

Year 1 - 100%

Year 2 - 90%

Year 3 - 80%

Year 4 - 70%

Year 5 - 60%





**25-12**



Filed in Clerk's Office

FEB 05 2025

Bianca Tirado  
City Clerk, South Bend, IN

## **CITY OF SOUTH BEND**

### **DEPARTMENT OF COMMUNITY INVESTMENT**

February 5, 2025

Councilmember Canneth Lee  
President  
South Bend Common Council  
County-City Building, 4<sup>th</sup> Floor  
South Bend, Indiana 46601

Councilmember Troy Warner  
Chairperson  
Community Investment Committee  
South Bend Common Council  
County-City Building, 4<sup>th</sup> Floor  
South Bend, Indiana 46601

RE: Bill No. 25-12 – A Resolution of the Common Council of the City of South Bend, Indiana, Approving an Order of the South Bend Plan Commission Approving a Certain Declaratory Resolution for the River West Development Area Adopted by the South Bend Redevelopment Commission

Dear President Lee and Councilmember Warner,

Please find attached Bill No. 25-12, which is a resolution that would approve, ratify, and confirm South Bend Plan Commission Resolution No. 2025-1. Bill No. 25-12 has been filed for the Common Council's consideration pursuant to Section 16 of Indiana Code 36-7-14.

On January 9, 2025, the South Bend Redevelopment Commission approved and adopted a resolution that would amend the River West Development Area for the purpose of establishing a new allocation area to support the redevelopment of property on the west bank of the St. Joseph River south of Jefferson Boulevard. The new allocation area would be known as the "Riverwalk Allocation Area" and includes the southern Crowe building and adjacent surface parking lot; the northern Crowe building would not be included.

Indiana Code 36-7-14 also requires that the South Bend Plan Commission approve the resolution adopted by the Redevelopment Commission. The Plan Commission approved and adopted its resolution on January 21, 2025. The Common

Council must now adopt and approve the Plan Commission's resolution before the River West Development Area can be amended. This is the purpose of Bill No. 25-12.

Tax increment revenues from the new Riverwalk Allocation Area would be used to support—through the issuance of taxable economic development tax increment revenue bonds—a transformative \$61.5 million redevelopment project (the Riverwalk Project) led by Indiana developer, J.C. Hart Company, Inc. The company will demolish the existing vacant south Crowe building and construct two new multi-family residential buildings (291 total apartments) and a 398-space parking garage. One of the buildings will wrap the parking garage.

The full development of the Riverwalk Allocation Area with these improvements would not proceed as planned without the contribution of tax increment revenues to be derived from the Riverwalk Allocation Area to the project. The City would have no payment obligations with regard to the bonds other than a portion of the new tax increment revenues generated by the Riverwalk Project, and the developer guarantees debt service payments for the City-issued bonds.

Pending adoption by the Common Council of Bill No. 25-12, the Department of Community Investment would anticipate filing an ordinance to be considered by the Common Council at an upcoming meeting that would authorize the issuance of the bonds discussed above in support of the Riverwalk Project.

Sincerely,



Caleb Bauer  
Executive Director  
Department of Community Investment

CC: South Bend Redevelopment Commission  
South Bend Plan Commission  
J.C. Hart Company, Inc.  
Sandra Kennedy, Corporation Counsel

**BILL NO. 25-12**

FEB 05 2025

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

Bianca Tirado  
City Clerk, South Bend, IN

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROVING AN ORDER OF THE SOUTH BEND PLAN COMMISSION APPROVING A CERTAIN DECLARATORY RESOLUTION FOR THE RIVER WEST DEVELOPMENT AREA ADOPTED BY THE SOUTH BEND REDEVELOPMENT COMMISSION**

**WHEREAS**, the South Bend Redevelopment Commission (the “Redevelopment Commission”), the governing body of the South Bend Department of Redevelopment (the “Department”) and the Redevelopment District of the City of South Bend, Indiana (the “District”), pursuant to Indiana Code 36-7-14, as amended (the “Act”), on January 9, 2025, approved and adopted its Resolution No. 3627 entitled “Resolution of the South Bend Redevelopment Commission Approving Amendments to the Declaratory Resolution and the Development Plan for the River West Development Area for the Purpose of Establishing a New Allocation Area and Related Matters” (the “Amending Declaratory Resolution”); and

**WHEREAS**, the Amending Declaratory Resolution approved amendments to the Declaratory Resolution previously adopted by the Redevelopment Commission and the development plan (the “Plan”) previously approved by the Redevelopment Commission in connection with the establishment and subsequent amendment of the River West Development Area (the “Area”) and designation of the related allocation area (the “Allocation Area”) to (i) designate an area, presently part of the Allocation Area and described at Exhibit A of the Amending Declaratory Resolution, as a separate allocation area to be known as the “Riverwalk Allocation Area” (the “Riverwalk Allocation Area”) and (ii) amendment of the Plan to include the Riverwalk Allocation Area therein (clauses (i) and (ii), collectively, the “2025 Amendments”); and

**WHEREAS**, on January 21, 2025, the South Bend Plan Commission (the “Plan Commission”) met and adopted and approved its resolution, a copy of which is attached hereto as Exhibit A, determining that the Amending Declaratory Resolution and the 2025 Amendments conform to the plan of development for the City of South Bend, Indiana (the “City”), and designated such resolution as the written order of the Plan Commission approving the Amending Declaratory Resolution and the 2025 Amendments, as required by Section 16 of the Act (the “Plan Commission Order”); and

**WHEREAS**, Section 16 of the Act prohibits the Redevelopment Commission from proceeding until the Plan Commission Order is approved by the legislative body of the City; and

**WHEREAS**, the Common Council of the City (the “Common Council”) is the legislative body of the City and now desires to approve the Plan Commission Order in order to permit the Redevelopment Commission to proceed with the further development of the Area as a result of the 2025 Amendments;

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

SECTION 1. The Plan Commission Order attached hereto is hereby approved, ratified and confirmed in all respects.

SECTION 2. The determination that the Riverwalk Allocation Area constitutes an economic development area under the Act is hereby approved pursuant to Section 15 of the Act.

SECTION 3. This Resolution shall be in full force and effect from and after its adoption by the Common Council.

PASSED, by the Common Council of the City of South Bend, Indiana, this 10<sup>th</sup> day of February, 2025.

\_\_\_\_\_  
Canneth Lee, 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 \_\_\_\_\_, 2025, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

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

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
James Mueller, Mayor  
City of South Bend

**EXHIBIT A**

**PLAN COMMISSION RESOLUTION**

FEB 05 2025

Bianca Tirado  
City Clerk, South Bend, IN

**RESOLUTION NO. 2025-1**

**RESOLUTION OF THE SOUTH BEND PLAN COMMISSION  
APPROVING RESOLUTION OF THE SOUTH BEND REDEVELOPMENT  
COMMISSION APPROVING AMENDMENTS TO THE DECLARATORY  
RESOLUTION AND THE DEVELOPMENT PLAN FOR THE RIVER  
WEST DEVELOPMENT AREA FOR THE PURPOSE OF ESTABLISHING  
A NEW ALLOCATION AREA AND RELATED MATTERS**

---

WHEREAS, the South Bend Plan Commission (the "Plan Commission"), is the body charged with the duty of developing a general plan of development for the City of South Bend, Indiana (the "City"); and

WHEREAS, the South Bend Redevelopment Commission (the "Commission"), the governing body of the South Bend Department of Redevelopment (the "Department") and the Redevelopment District of the City of South Bend, Indiana (the "District"), pursuant to Indiana Code 36-7-14, as amended (the "Act"), on January 9, 2025, approved and adopted its Resolution No. 3627 entitled "Resolution of the South Bend Redevelopment Commission Approving Amendments to the Declaratory Resolution and the Development Plan for the River West Development Area for the Purpose of Establishing a New Allocation Area and Related Matters" (the "Amending Declaratory Resolution"); and

WHEREAS, the Amending Declaratory Resolution approved amendments to the Declaratory Resolution previously adopted by the Commission and the development plan (the "Plan") previously approved by the Commission in connection with the establishment and subsequent amendment of the River West Development Area and designation of the related Allocation Area (the "Allocation Area") to (i) designate an area, presently part of the Allocation Area and described at Exhibit A of the Amending Declaratory Resolution, as a separate allocation area to be known as the "Riverwalk Allocation Area" (the "Riverwalk Allocation Area") and (ii) amendment of the Plan to include the Riverwalk Allocation Area therein (clauses (i) and (ii), collectively, the "2025 Amendments"); and

WHEREAS, the Plan Commission desires to approve the Amending Declaratory Resolution and the 2025 Amendments; and

WHEREAS, the Commission has submitted the Amending Declaratory Resolution to the Plan Commission for approval pursuant to the provisions of the Act, which Amending Declaratory Resolution is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Plan Commission has reviewed the Amending Declaratory Resolution and the 2025 Amendments described in the Amending Declaratory Resolution and has determined that they conform to the plan of development for the City, and now desires to approve the Amending Declaratory Resolution and the 2025 Amendments described therein and, pursuant

to Section 16 of the Act, the Plan Commission desires to issue its written order approving the Amending Declaratory Resolution and the 2025 Amendments described therein;

NOW, THEREFORE BE IT RESOLVED by the South Bend Plan Commission, as follows:

1. Pursuant to Section 16 of the Act, the Plan Commission hereby finds and determines that the Amending Declaratory Resolution and the 2025 Amendments described in the Amending Declaratory Resolution conform to the plan of the development of the City.

2. The Amending Declaratory Resolution and the 2025 Amendments described in the Amending Declaratory Resolution are in all respects approved, ratified and confirmed.

3. This Resolution hereby constitutes the written order of the Plan Commission approving the Amending Declaratory Resolution and the 2025 Amendments described in the Amending Declaratory Resolution pursuant to Section 16 of the Act.

4. The Secretary of the Plan Commission is hereby directed to file copies of the Amending Declaratory Resolution with the minutes of this public meeting.

5. This Resolution shall be in full force and effect after its adoption by the Plan Commission.

PASSED, ISSUED AND APPROVED by the South Bend Plan Commission this 21st day of January, 2025.

SOUTH BEND PLAN COMMISSION

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary







# CITY OF SOUTH BEND

## COMMUNITY INVESTMENT

FEB 05 2025

Bianca Tirado  
City Clerk, South Bend, IN

February 4, 2025

Council Member Troy Warner  
Chairperson, Community Investment Committee  
South Bend Common Council  
County-City Building, 4<sup>th</sup> Floor  
South Bend, Indiana 46601

RE: **Confirming Resolution: Mixed-Use Development Real Property Tax Abatement**  
**Petition for the RSPG Global Consulting LLC**

Dear Council Member Warner,

Please find the enclosed Confirming Resolution and Memorandum of Agreement for a mixed-use development real property tax abatement for RSPG Global Consulting LLC, an Indiana Domestic Liability Company. The petitioner plans to reactivate the vacant building known as Center City Place. This includes restoring the historic facade, completing extensive repairs and renovations, and filling the building with active businesses. The building has been vacant for over a decade years, the petitioner hopes this renovation will help to drive interest in developing other unused buildings in the immediate vicinity as well as bring more traffic to the small businesses currently operating in the area.

The total investment for this project is \$5,825,000. The project meets the qualifications for an eight-year (8) mixed-use development real property tax abatement.

A representative from RSPG Global Consulting LLC, will be available to meet with the Committee on Monday, February 10, 2025.

Should you or other Council members have questions about the report or need additional information, please feel free to call me at (574) 245-6022.

Sincerely,

Joseph Molnar  
Assistant Director, Growth and Opportunity

FEB 05 2025

Bianca Tirado  
City Clerk, South Bend, IN

**BILL NO. 25-13**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION CONFIRMING THE ADOPTION OF A DECLARATORY  
RESOLUTION DESIGNATING CERTAIN AREAS WITHIN THE CITY OF  
SOUTH BEND, INDIANA, COMMONLY KNOWN AS

**225 S. Michigan, South Bend, Indiana 46601**

AND

**229 S. Michigan, South Bend, Indiana 46601**

AN ECONOMIC REVITALIZATION AREA FOR PURPOSES OF AN  
EIGHT-YEAR (8) REAL PROPERTY TAX ABATEMENT FOR

**RSPG Global Consulting LLC**

WHEREAS, the Common Council of the City of South Bend, Indiana, has adopted a  
Declaratory Resolution designating certain areas within the City as an Economic Revitalization  
Area for the purpose of tax abatement consideration; and

WHEREAS, a Declaratory Resolution designated the area described as:

*Key Number:* 71-08-12-157-010.000-026  
*Local Parcel Number:* 018-3007-0248  
*Commonly Known As:* 229 S. Michigan Street  
*Legal Description:* 24'S SIDE LOT 287 O P SO BEND

*Key Number:* 71-08-12-157-009.000-026  
*Local Parcel Number:* 018-3007-0247  
*Commonly Known As:* 225 S. Michigan Street  
*Legal Description:* 42' North Side Except 5 3/8 North Side Lot 287 Op  
South Bend

be designated as an Economic Revitalization Area under the provisions of Indiana Code 6-1.1-  
12.1 et seq., and South Bend Municipal Code Sections 2-76 et seq.; and

WHEREAS, notice of the adoption of a Declaratory Resolution and the public hearing  
before the Council has been published pursuant to Indiana Code 6-1.1-12.1-2.5; and

WHEREAS, the Council held a public hearing for the purposes of hearing all remonstrances and objections from interested persons; and

WHEREAS, the Council has determined that the qualifications for an economic revitalization area have been met; and

WHEREAS, the Council adopted Declaratory Resolution No. 5107-25 on January 13, 2025.

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

SECTION I. The Common Council hereby confirms its Declaratory Resolution designating the area described herein as an Economic Revitalization Area for the purposes of tax abatement. Such designation is for mixed-use development real property tax abatement only and shall expire on December 31, 2027.

SECTION II. The Common Council hereby determines that the property owner is qualified for and is granted real property tax deduction for up to a period of eight (8) years as shown by the schedule outlined below as well as the attachment pursuant to Indiana Code 6-1.1-12.1-17 and further determines that the petition, the Memorandum of Agreement between the Petitioner and the City of South Bend, and the Statement of Benefits comply with Chapter 2, Article 6, of the Municipal Code of the City of South Bend and Indiana Code 6-1.1-12 et seq.

- Year 1 - 100%
- Year 2 - 95%
- Year 3 - 95%
- Year 4 - 90%
- Year 5 - 80%
- Year 6 - 80%
- Year 7 - 60%
- Year 8 - 50%

SECTION III. This Resolution shall be in full force and effect from and after its adoption by the Common Council and approved by the Mayor.

---

Canneth Lee, 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 \_\_\_\_\_, 2025, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

---

Bianca Tirado, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_ o'clock \_\_\_\_\_.m.

---

James Mueller, Mayor  
City of South Bend

FEB 05 2025

Bianca Tirado  
City Clerk, South Bend, IN

**MEMORANDUM OF AGREEMENT**

**(MIXED-USE REAL PROPERTY TAX ABATEMENT)**

This Memorandum of Agreement (Agreement) dated as of February 9, 2025, serves as confirmation of a commitment by **RSPG Global Consulting LLC** (“RSPG Global Consulting”) and **Ben Miller or His Assigns** (“Ben Miller”) (each an “Applicant” and collectively the “Applicants”), pending a February 10, 2025, public hearing, to comply with the project description, job creation and retention (and associated wage rates and salaries) figures contained in its petition, Statement of Benefits, and attachments and this Agreement.

1. Property Associated with the Abatement and Responsibilities of the Applicants. At the time of this Agreement, the property is located at 225, 227, and 229 S. Michigan Street, South Bend, Indiana 46601, and has Key Numbers 71-08-12-157-009.000-026 and 71-08-12-157-010.000-026. Throughout the duration of the abatement, the Applicants shall promptly report any changes in the address or Key Number of the property receiving the abatement to the Department of Community Investment and to the Office of the City Clerk. Moreover, the Applicants also shall report any material changes or improvements made to the property subject to the abatement including changes as the result of subdividing, replating, or otherwise. The Applicants agree that failure to promptly report changes can result in a finding of noncompliance on behalf of the Applicants under the commitments of this Agreement.

2. Commitments of City and Applicants. Subject to the adoption of a Declaratory Resolution and a Confirmatory Resolution by the South Bend Common Council (the “SBCC”), the City of South Bend, Indiana, (the “City”) commits to provide an **eight-year (8) mixed-use real property tax abatement** for the Applicants, based on the Applicants’ commitment set forth in its Application. The Applicants commit to completing the following (the “Commitments”):

(a) making total combined real property expenditures of no less than Four Million dollars (\$4,000,000.00) for the renovation of an existing structure totaling approximately Thirty-Eight Thousand (38,000) square feet at property identified in Section 1 of this Agreement;

(b) creating at least eleven (11) permanent full-time jobs with a total estimated annual payroll of at least Eight Hundred Thousand and Eight Hundred dollars (\$800,800.00) as outlined in its Application; and

(c) acting in good faith to complete the project as described in its Application.

3. Applicants’ Compliance with City and State Laws. During the term of the abatement, the Applicants shall comply with Chapter 2, Article 6, of the South Bend Municipal Code, entitled “Tax Abatement Procedures,” and all governing provisions of the Indiana Code. During the term of this abatement, the City may annually request information from the Applicants concerning the nature of the Project, the approved capital expenditure of the Project, the number of full-time permanent positions newly created by the Project, and the average wage rates and salaries (excluding benefits & overtime) associated with the positions, and the Applicants shall provide the City with adequate written evidence thereof within fifteen (15) days of such request (the “Annual Survey”). The City shall utilize

this information and the information required to be filed by the Applicants in the CF-1 Compliance with the Statement of Benefits form to verify that the Applicants have at all times complied with the Commitments after the Commitment Date and during the duration of the abatement and for no other purpose. The Applicants further agree to provide the City with such additional information as requested by the City to determine the Applicants' compliance with the Commitments and with local and state requirements within twenty (20) days following any such request. Notwithstanding anything herein to the contrary, the Applicants acknowledge that the City may be required to disclose certain documents provided by the Applicants as required by a court order or applicable law.

4. Substantial Compliance and Rights of Termination. The City, by and through the SBCC, reserves the right to terminate the Economic Revitalization Area designation and associated property tax abatement deductions if it reasonably determines that the Applicants have not made reasonable efforts to substantially comply with all the Commitments, as defined in Section 2 of this Agreement, and the Applicants' failure to substantially comply with the Commitments was not due to factors beyond its reasonable control, as described in Section 5 below.

5. Factors Beyond Control. As used in this Agreement, factors beyond the control of the Applicants shall only include factors not reasonably foreseeable at the time of designation application and submission of Statement of Benefits which are not caused by any act or omission of the Applicants, and which materially and adversely affect the ability of the Applicants to substantially comply with this Agreement. The Applicants has the burden to communicate to the City any such factors in which it believes is beyond its control and impacting its ability to fulfill the terms of this Agreement or any tax abatement benefit provided to the City. The City reserves the right to investigate the factors cited by the Applicants under this Section 5 to the fullest extent possible and may deny the Applicants' request upon the completion of the City's investigation.

6. Repayment of Tax Abatement Savings. If at any time during the term of this Agreement the Applicants shall: (a) be delinquent or in default with respect to any tax payment in St. Joseph County, Indiana; or (b) cease operations at the facility for which the tax abatement was granted; or (c) announce the cessation of operations at such facility, then the City may immediately terminate the Economic Revitalization Area designation and associated tax abatement deductions, and upon such termination, require the Applicants to repay all of the tax abatement savings received through the date of such termination.

7. Notice/Hearing of Termination. In the event that the City determines that the Economic Revitalization Area designation and associated tax abatement deductions should be terminated or that all or a portion of the tax abatement savings should be repaid, it will give the Applicants notice of such determination, including a written statement calculating the amount due from the Applicants, and will provide the Applicants with an opportunity to meet with the City's designated representatives to show cause why the abatement should not be terminated and/or the tax savings repaid. Such notice shall state the names of the person with whom the Applicants may meet and will provide that the Applicants shall have thirty (30) days from the date of such notice to arrange such meeting and to provide its evidence concerning why the abatement termination and/or tax savings repayment should not occur. If, after giving such notice and receiving such evidence, if any, the City determines that the abatement termination and/or the tax repayment action is proper, the Applicants shall be provided with written notice and a hearing before the SBCC before any final action shall be taken terminating the abatement

and/or requiring repayment of tax benefits. The Applicants shall be entitled to appeal that determination to a St. Joseph County Superior or Circuit Court.

8. Repayment. In the event the City requires repayment of the tax abatement savings as provided hereunder, it shall provide the Applicants with a written statement calculating the amount due (the "Statement"), and the Applicants shall make such repayment to the City within one hundred twenty (120) days of the date of the Statement. If the Applicants do not make timely repayment, the City shall be entitled to all reasonable costs and attorneys' fees incurred in the enforcement of this Agreement and the collection of the tax abatement savings required to be repaid hereunder.

9. Modification/Entire Agreement. This Agreement and the schedules attached hereto as Exhibit A contain the entire understanding between the City and the Applicants with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements, and conditions, expressed or implied, oral, or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing signed by the City and the Applicants. The Applicants understand that any and all filings required to be made or actions required to be taken to initiate or maintain the abatement are solely the responsibility of the Applicants.

10. Waivers. Neither the failure nor any delay on the part of the City to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any other right, remedy, power, or privilege with respect to any occurrence or be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

11. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been received when delivered by hand or by facsimile (with confirmation by registered or certified mail) or on the third business day following the mailing, by registered or certified mail, postage prepaid, return receipt requested, thereof, addressed as set forth below:

- If to Applicant: RSPG Global Consulting LLC  
1650 South Bend Avenue  
South Bend, IN 46617  
Attn: Dawn Martin
- If to Applicant: Ben Miller  
1311 Sunnymede Avenue  
South Bend, IN 46615
- If to the City: City of South Bend, Indiana  
227 W. Jefferson Boulevard, Suite 1400S  
South Bend, Indiana 46601  
Attn: Executive Director of Community Investment

12. Governing Laws of Indiana. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by the laws and decisions of the courts of the State of Indiana.

13. Applicants' Consent to Jurisdiction. The Applicants hereby irrevocably consents to the jurisdiction of the Courts of the State of Indiana and of the St. Joseph County Circuit or Superior Court in connection with any action or proceeding arising out of or relating to this Agreement or any documents or instrument delivered with respect to any of the obligations hereunder, and any action related to this Agreement shall be brought in such County and in such Court.

14. Assignment and Transfer Prohibited. This Agreement shall be binding upon and inure to the benefit of the City and the Applicants and their successors and assigns, except that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Applicants may, without prior written consent: (a) assign and transfer their rights under this Agreement in accordance with Section 15 of this Agreement and (b) assign and transfer their rights under this Agreement to the Permitted Assign. "Permitted Assign" means the affiliated single purpose entity created for purposes of designing, constructing, owning, operating, and maintaining the project which is the subject of this Agreement.

15. Purchase Agreement Between Applicants for Property Associated with Abatement. The Applicants entered into a certain Purchase Agreement for Commercial-Industrial Real Estate dated effective June 3, 2024 ("Purchase Agreement"), under which Ben Miller or his assigns will acquire the property described in Section 1 of this Agreement from RSPG Global Consulting, including all buildings and permanent improvements and fixtures, together with all privileges, easements and appurtenances pertaining thereto including any right, title, and interest in and to adjacent streets, alleys, rights-of-way, leases, rents, security deposits, licenses and permits with respect to the property, trade name, and warranties or guarantees relating to the property onsite the day of payoff. Upon the transfer of the property as contemplated in the Purchase Agreement, RSPG Global Consulting's rights and obligations under this Agreement will also transfer to Ben Miller or his assigns.

16. Valid and Binding Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. By executing this Agreement, each person so executing affirms that he has been duly authorized to execute this Agreement on behalf of such party and that this Agreement constitutes a valid and binding obligation of the party.

17. Severability. The provisions of this Agreement and of each section or other subdivision herein are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part unless this Agreement is rendered totally unenforceable thereby.

18. No Personal Liability. No official, director, officer, employee, or agent of the City shall be charged personally by the Applicants, its employees, or its agents with any liabilities or expenses of defense or be held personally liable to the Applicants under any term or provision of this Agreement



or because of the execution by such party of this Agreement or because of any default by such party hereunder.

**[Remainder of page intentionally blank.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

<p>“Applicants”</p> <p>RSPG Global Consulting LLC</p> <p>By: _____</p> <p>Dawn Martin Registered Agent</p> <p>Ben Miller or His Assigns</p> <p>By: _____</p> <p>Ben Miller</p> <p>Approved as to Legal Adequacy and Form this _____ day of _____, 2025.</p> <p>Counsel, South Bend Common Council</p> <p>_____</p> <p>Counsel for Applicants</p> <p>_____</p>	<p>“City”</p> <p>City of South Bend, Indiana</p> <p>By: _____</p> <p>Canneth Lee President, South Bend Common Council</p> <p>By: _____</p> <p>Troy Warner Chairperson, Community Investment Committee</p> <p>By: _____</p> <p>Erik Glavich Department of Community Investment</p> <p>By: _____</p> <p>James Mueller Mayor</p>
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**EXHIBIT A**

**Abatement Schedule**

Subject to the adoption by the SBCC of a resolution confirming the adoption of Declaratory Resolution No. 5107-25, the property owner is qualified for and is granted a mixed use development real property tax abatement for a period of eight (8) years as shown by the schedule outlined below.

Year 1 - 100%

Year 2 - 95%

Year 3 - 95%

Year 4 - 90%

Year 5 - 80%

Year 6 - 80%

Year 7 - 60%

Year 8 - 50%



06-25

Filed in Clerk's Office

City of South Bend  
**BOARD OF ZONING APPEALS**

FEB 05 2025

Bianca Tirado  
City Clerk, South Bend, IN

February 4, 2025

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

RE: Special Exception at 411 Cottage Grove Ave.

Dear Committee Chair Dr. 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 February 10, 2025, Council meeting and set it for public hearing at your March 10, 2025, Council meeting. The petition is tentatively scheduled for public hearing at the March 3, 2025, 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.

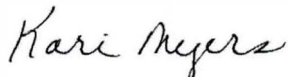
The petitioner provided the following to describe the proposed project:

*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,



Kari Myers  
Zoning Specialist

CC: Bob Palmer

FEB 05 2025

Bianca Tirado  
City Clerk, South Bend, IN

**BILL NO. 06-25**

**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 411 COTTAGE GROVE AVENUE COUNCILMANIC DISTRICT NO. 1 IN THE CITY OF SOUTH BEND, INDIANA**

---

**STATEMENT OF PURPOSE AND INTENT**

**Request a Special Exception to allow for a two unit dwelling**

---

**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:

411 Cottage Grove Ave, South Bend, IN 46616. 018-1030-1340

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.

\_\_\_\_\_  
Canneth Lee, 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 \_\_\_\_\_, 2025, at \_\_\_\_\_ o'clock \_\_\_\_ . m.

\_\_\_\_\_  
Bianca Tirado, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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

**Petition for Variance - Special Exception**

**Property Information**

Tax Key Number: ~~XXXXXXXX~~ 85-3528423 018-1030-1340

Address: 411 Cottage Groveer, South Bend, IN, 46616

Owner: VIP FLIP LLC

Zoning: U1 Urban Neighborhood 1

PAID

1/15/25

Per km

**Project Summary:**

Duplex Construction

Filed in Clerk's Office

FEB 05 2025

Bianca Tirado  
City Clerk, South Bend, IN

**Requested Action**

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

Use requested: Duplex construction

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**



## 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:**

The construction of the duplex will facilitate the achievement of the social objectives of Sustainable Housing Development, to guarantee the community a healthy life and promote the well-being of all age groups. The construction of the duplex has an efficient living space, adequate ventilation. We will adhere to the laws, and we will ensure that our main mission prevails, building new houses to promote the best quality of life, in modern homes, with spaces designed for excellent coexistence. Housing is the space par excellence where the educational and cultural

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

It will be quite the opposite, we will be efficient in the use of the land to be able to offer a home to 2 families.

We have a land large enough to offer value to 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, because:**

The land is completely flat. This change does not require any type of demolition or alteration of the ground.

It will remain residential

The use of assigned land to the plot as part of the Area Plan

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

The new construction fits within the framework of the community's long-term development strategy established through the strategic execution of the city-approved and provided duplex plan.

It aligns with the plan's designated residential land use for the area, promotes the desired development objectives outlined in the plan, and does not conflict.

## **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:**

**(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:**

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

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

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

**Contact Information**

**Property owner(s) of the petition site:**

Name: VIP FLIP LLC

Address: 411 Cottage Groove Ave, South bend, 46616

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Contact Person:**

Name: Anthony Gervasi

Address: 13396 Golden Harvest Ln, Granger IN 46530

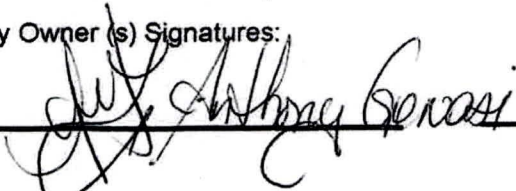
Phone Number: 786.260.7757 / 570.599.8131

E-mail: VIPFLIPPING@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:

  
\_\_\_\_\_  
\_\_\_\_\_



**07-25**

County-City Building  
227 W Jefferson Blvd, Suite 1400 S  
South Bend, IN 46601

James Mueller, Mayor



Phone 311 inside City limits  
Email 311@southbendin.gov  
Website Southbendin.gov

Filed in Clerk's Office

FEB 05 2025

Bianca Tirado  
City Clerk, South Bend, IN

# City of South Bend

Department of Community Investment

February 5, 2025

Mrs. Sharon McBride  
President, 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, amending Ordinance No. Chapter 18, Article 5, of the South Bend Municipal Code

Dear President McBride:

In 2024, the South Bend Common Council passed an ordinance amending Chapter 18, Article 5, of the South Bend Municipal Code updating procedures and reducing challenges for property owners within the City wishing to vacate all or part of a City street, alley, or other public place or way. Attached for filing is an amendment to the vacation process that incorporates further refinement to the process in a proactive manner. The proposed amendment will specifically address:

- Envelope preparation - Petitioner submits a single set of envelopes to Clerk's Office for the public hearing notification not two (2). The second set remains the obligation of the petitioner but only necessary if a second hearing notification occurs.
- Fee payment schedule - Payments to Engineering (\$300 processing fee) and the Clerks Office (\$150 filing fee) would be paid separately at their corresponding times during the process instead of both being paid at the Engineering processing stage. Additionally, an overage filing fee would be paid directly to the Clerk's office to ensure a more efficient reimbursement process.
- Notification to adjacent property owners - Reducing the required percentage of signatures from 100% to 51% will allow requests to move more quickly while ensuring the majority of property owners are directly notified of a potential permanent change to their property.
- Scrivener's error



## City of South Bend | *Community Investment*

Thank you for your consideration of this substitute ordinance. Know that Chris Dressel plans to make the presentation to the Common Council at its committee and regular meetings.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Corcoran".

Tim Corcoran

Chief Planner

Enc

BILL NO. 07-25

FEB 05 2025

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

Bianca Tirado  
City Clerk, South Bend, IN

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING CHAPTER 18, ARTICLE 5, TO UPDATE THE PROCEDURES FOR VACATION OF PUBLIC WAYS AND PUBLIC PLACES**

---

**STATEMENT OF PURPOSE AND INTENT**

---

Chapter 18, Article 5, of the South Bend Municipal Code provides the procedures for a property owner within the City to vacate all or part of a City street, alley, or other public place or way. Recently, challenges have been identified in the administration of this process by Common Council, the Clerk's Office, and City employees.

Following significant updates to these procedures in 2024, Council, the Clerk's Office, and City employees have continued working to improve the efficiency and clarity of the alley vacation process and ensure that residents have clear guidance when they petition the City for an alley vacation.

The proposed amendment will update several steps in the process, including splitting the timing of the filing payments, modifying the requirements for submitting envelopes to the Clerk's Office, and correcting a scrivener's error in a section reference.

This ordinance amendment is necessary for the effective, efficient administration of the City's property vacation process. This ordinance is in the best interest of the City and its residents.

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

**SECTION I.** Chapter 18, Article 5, shall be amended as follows:

Sec. 18-53.8 – Request for vacation; criteria, pre-application and staff recommendation; Board of Public Works recommendation

- (a) Any person interested in vacating all or part of a city street or alley or any other public place or way within the City shall initiate the process through the Engineering Department with a pre-application. The Engineering Department and Department of Community Investment shall review the applicant request based on the criteria approved by the Board of Public Works and provide a staff recommendation to the applicant.
- (b) Applicants with favorable staff recommendations will be so notified. The Engineering Department will send requests with an unfavorable staff recommendation to the applicant including suggestions for improvement. Any person wishing to continue a vacation request with the Board of Public Works without a favorable staff recommendation, should contact the Engineering Department.

- (c) Upon payment of a review fee in the amount of Three Hundred Dollars (\$300.00), the applicant may forward their request for vacation to the Board of Public Works for the Board's review and recommendation. After payment of the fee referenced in this Section, the Engineering Department shall generate a radius map highlighting the area proposed for vacation, a property description of that same area, and a list of addresses within 150 feet of the property, including all properties within the block containing the vacation petition. The request will be sent to all applicable City Departments for review.
- (d) The Board of Public Works shall review the request and provide a recommendation, including any improvements or contingencies. The Board will include a draft ordinance for filing with the Clerk's Office. The Board Clerk shall forward a copy of all Board recommendations to the Clerk's Office within fourteen (14) days of Board action.

Sec. 18-53.9. - Petition for vacation; fees; ordinance to approve.

- (a) Within 90 days of review by the Board of Public Works, any person interested in vacating all or part of a City street or alley or any other public place or way within the city shall file a petition for vacation and a proposed ordinance approving said petition with the office of the City Clerk. The Engineering Department shall review the petition for any changes since the petition was reviewed by the Board of Public Works. Petition requests received greater than 90 days from the date of the Board of Public Works' recommendation will not be accepted.
- (b) The petition for vacation and the proposed ordinance shall be accompanied by the following when filed:
  - (1) One (1) set of certified, stamped, and addressed envelopes to each owner whose property is within one hundred fifty (150) feet of the exterior boundaries of such property proposed to be vacated including all properties within the block containing the vacation petition. A second (2<sup>nd</sup>) set of certified, stamped, and addressed envelopes may be required, at the expense of the petitioner, should the bill be tabled and require another notice of public hearing.
  - (2) A brief statement as to the reason(s) for the vacation petition, the proposed use of the vacated property, and information provided by City staff during review, including: a description of the property proposed to be vacated, and the names and addresses of all owners whose property is within one hundred fifty (150) feet of the exterior boundaries of such property proposed to be vacated, including all properties within the block containing the vacation petition. The Petitioner shall gather signatures from fifty-one percent (51%) of the property owners whose property lines will be affected by the proposed vacation. If a Petitioner is unable to make contact with sufficient property owners to meet this requirement, the requirements of this subsection may be met by providing evidence that the Petitioner has notified any property owner whose property lines will be affected by the proposed vacation of the proceedings under this Article.
  - (3) A nonrefundable filing fee in the amount of One Hundred Fifty Dollars (\$150.00).
- (c) If a vacation proceeding under this Article is terminated, a subsequent vacation affecting the same property and requesting the same relief may not be initiated for two (2) years.



Sec. 18-53.10. - Notice of petition.

- (a) The City Clerk shall refer a copy of the petition for vacation to the Engineering Department and Department of Community Investment for review under Subsection 18-53.9(a) of this Article.
- (b) The City Clerk shall give notice of the petition and of the time and place of the public hearing as provided by State law.

Sec. 18-53.11. - Public hearing.

- (a) Within thirty (30) days of the filing of a petition for vacation with the City Clerk, the Common Council shall hold a public hearing on said petition. The Council shall consider and review all reports received from the Department of Community Investment/ Engineering Department, and/or other city personnel with required expertise and the Board of Public Works and shall hear remonstrances based on grounds set forth in IC 36-7-3-13 or as otherwise set forth in I.C. 36-7-3 et seq.
- (b) After the hearing on the petition, the Common Council may vacate the property by ordinance.
- (c) Following approval by the Common Council and the Mayor, the City Clerk shall record, in the St. Joseph County's Recorder's office, a certified copy of the ordinance approving the petition for vacation. The City Clerk shall provide the petitioner a certified copy.
- (d) The City Clerk shall then notify the Board of Public Works, the South Bend Plan Commission, Department of Community Investment, the Engineering Department, the Bureau of Traffic and Lighting, the Street Department, the Police Department, the Fire Department, the County Auditor and appropriate Township Assessor's office, other necessary City or County Departments existing at the time of the vacation with similar responsibilities to the foregoing, and all relevant utilities or other service providers of the vacation. Notifications shall be additionally sent to the South Bend Community School Corporation Transportation Division if the vacation involves a public street.
- (e) The City Clerk shall pay all advertising and recording costs incurred by said vacation from the one hundred fifty dollars (\$150.00) initially paid by the petitioner. If any additional money is due for such advertising and recording costs over and above the one hundred fifty dollars (\$150.00) fee, the petitioner shall pay the overage to the Clerk's Office. Upon passage of such vacation ordinance, the City Clerk shall send a certified copy to the petitioner.

**SECTION II.** This Ordinance shall be in full force and effect after adoption by the Common Council and approval by the Mayor.

---

Canneth Lee, President,  
South Bend Common Council

Attest:

\_\_\_\_\_  
Bianca Tirado, City Clerk

Presented by me to the Mayor of the City of South Bend, Indiana on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_  
Bianca Tirado, City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_  
James Mueller, Mayor, City of South Bend, Indiana

BILL NO. 07-25

FEB 05 2025

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

Bianca Tirado  
City Clerk, South Bend, IN

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING CHAPTER 18, ARTICLE 5, TO UPDATE THE PROCEDURES FOR VACATION OF PUBLIC WAYS AND PUBLIC PLACES**

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**STATEMENT OF PURPOSE AND INTENT**

---

Chapter 18, Article 5, of the South Bend Municipal Code provides the procedures for a property owner within the City to vacate all or part of a City street, alley, or other public place or way. Recently, challenges have been identified in the administration of this process by Common Council, the Clerk's Office, and City employees.

Following significant updates to these procedures in 2024, Council, the Clerk's Office, and City employees have continued working to improve the efficiency and clarity of the alley vacation process and ensure that residents have clear guidance when they petition the City for an alley vacation.

The proposed amendment will update several steps in the process, including splitting the timing of the filing payments, modifying the requirements for submitting envelopes to the Clerk's Office, and correcting a scrivener's error in a section reference.

This ordinance amendment is necessary for the effective, efficient administration of the City's property vacation process. This ordinance is in the best interest of the City and its residents.

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

**SECTION I.** Chapter 18, Article 5, shall be amended as follows:

Sec. 18-53.8 – Request for vacation; criteria, pre-application and staff recommendation; Board of Public Works recommendation

- (a) Any person interested in vacating all or part of a city street or alley or any other public place or way within the City shall initiate the process through the Engineering Department with a pre-application. The Engineering Department and Department of Community Investment shall review the applicant request based on the criteria approved by the Board of Public Works and provide a staff recommendation to the applicant.
- (b) Applicants with favorable staff recommendations will be so notified. The Engineering Department will send requests with an unfavorable staff recommendation to the applicant including suggestions for improvement. Any person wishing to continue a vacation request with the Board of Public Works without a favorable staff recommendation, should contact the Engineering Department.

- (c) Upon payment of a review total fee in the amount of Three Hundred Dollars (\$300.00) ~~shall be distributed to the Engineering Department for a review fee and One Hundred Fifty Dollars (\$150.00) shall be distributed to the Clerk's Office for publication costs~~, the applicant may forward their request for vacation to the Board of Public Works for the Board's review and recommendation. After payment of the fee referenced in this Section, the Engineering Department shall generate a radius map highlighting the area proposed for vacation, a property description of that same area, and a list of addresses within 150 feet of the property, including all properties within the block containing the vacation petition. The request will be sent to all applicable City Departments for review.
- (d) The Board of Public Works shall review the request and provide a recommendation, including any improvements or contingencies. The Board will include a draft ordinance for filing with the Clerk's Office. The Board Clerk shall forward a copy of all Board recommendations to the Clerk's Office within fourteen (14) days of Board action.

Sec. 18-53.9. - Petition for vacation; fees; ordinance to approve.

- (a) Within 90 days of review by the Board of Public Works, any person interested in vacating all or part of a City street or alley or any other public place or way within the city shall file a petition for vacation and a proposed ordinance approving said petition with the office of the City Clerk. The Engineering Department shall review the petition for any changes since the petition was reviewed by the Board of Public Works. Petition requests received greater than 90 days from the date of the Board of Public Works' recommendation will not be accepted.
- (b) The petition for vacation and the proposed ordinance shall be accompanied by the following when filed:
- (1) ~~Two (2) sets of certified, stamped, and addressed envelopes to each owner whose property is within one hundred fifty (150) feet of the exterior boundaries of such property proposed to be vacated including all properties within the block containing the vacation petition.~~ One (1) set of certified, stamped, and addressed envelopes to each owner whose property is within one hundred fifty (150) feet of the exterior boundaries of such property proposed to be vacated including all properties within the block containing the vacation petition. A second (2<sup>nd</sup>) set of certified, stamped, and addressed envelopes may be required, at the expense of the petitioner, should the bill be tabled and require another notice of public hearing.
  - (2) A brief statement as to the reason(s) for the vacation petition, the proposed use of the vacated property, and information provided by City staff during review, including: a description of the property proposed to be vacated, and the names and addresses of all owners whose property is within one hundred fifty (150) feet of the exterior boundaries of such property proposed to be vacated, including all properties within the block containing the vacation petition. The Petitioner shall gather signatures from each fifty-one percent (51%) of the property owners whose property lines will be affected by the proposed vacation. If a Petitioner is unable to make contact with sufficient property owners to meet this requirement, the requirements of this subsection may be met by providing evidence that the Petitioner has notified any

property owner whose property lines will be affected by the proposed vacation of the proceedings under this Article.

(3) A nonrefundable filing fee in the amount of One Hundred Fifty Dollars (\$150.00).

- (c) If a vacation proceeding under this Article is terminated, a subsequent vacation affecting the same property and requesting the same relief may not be initiated for two (2) years.

Sec. 18-53.10. - Notice of petition.

- (a) The City Clerk shall refer a copy of the petition for vacation to the Engineering Department and Department of Community Investment for review under Subsection 18-53.98(a) of this Article.
- (b) The City Clerk shall give notice of the petition and of the time and place of the public hearing as provided by State law.

Sec. 18-53.11. - Public hearing.

- (a) Within thirty (30) days of the filing of a petition for vacation with the City Clerk, the Common Council shall hold a public hearing on said petition. The Council shall consider and review all reports received from the Department of Community Investment/ Engineering Department, and/or other city personnel with required expertise and the Board of Public Works and shall hear remonstrances based on grounds set forth in IC 36-7-3-13 or as otherwise set forth in I.C. 36-7-3 et seq.
- (b) After the hearing on the petition, the Common Council may vacate the property by ordinance.
- (c) Following approval by the Common Council and the Mayor, the City Clerk shall record, in the St. Joseph County's Recorder's office, a certified copy of the ordinance approving the petition for vacation. The City Clerk shall provide the petitioner a certified copy.
- (d) The City Clerk shall then notify the Board of Public Works, the South Bend Plan Commission, Department of Community Investment, the Engineering Department, the Bureau of Traffic and Lighting, the Street Department, the Police Department, the Fire Department, the County Auditor and appropriate Township Assessor's office, other necessary City or County Departments existing at the time of the vacation with similar responsibilities to the foregoing, and all relevant utilities or other service providers of the vacation. Notifications shall be additionally sent to the South Bend Community School Corporation Transportation Division if the vacation involves a public street.
- (e) The City Clerk shall pay all advertising and recording costs incurred by said vacation from the one hundred fifty dollars (\$150.00) initially paid by the petitioner. If any additional money is due for such advertising and recording costs over and above the one hundred fifty dollars (\$150.00) fee, the petitioner shall pay the overage to the Clerk's Office ~~Ordinance Violations Bureau Clerk~~. Upon passage of such vacation ordinance, the City Clerk shall send a certified copy to the petitioner.

**SECTION II.** This Ordinance shall be in full force and effect after adoption by the Common Council and approval by the Mayor.

\_\_\_\_\_  
Canneth Lee, President,  
South Bend Common Council

ATTEST:

\_\_\_\_\_  
Bianca Tirado, City Clerk

Presented by me to the Mayor of the City of South Bend, Indiana on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_  
Bianca Tirado, City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_  
James Mueller, Mayor, City of South Bend, Indiana



Filed in Clerk's Office

FEB 05 2025

Bianca Tirado  
City Clerk, South Bend, IN

# OFFICE OF THE CITY CLERK

## BIANCA L. TIRADO, CITY CLERK

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### **PUBLIC RIGHT-OF-WAY VACATION PROCEDURES**

#### **OVERVIEW**

The formal procedures for the vacation of public rights-of-way are contained in *Article 5, §18-53.8 of the South Bend Municipal Code*. The steps below provide additional details to help the petitioner through the process.

#### **PROCEDURES & PROCESS**

**STEP 1** The Petitioner completes a Public Right of Way Vacation Pre-Application form, available at <https://southbendin.gov/board/public-works/> and submits to [kmalas@southbendin.gov](mailto:kmalas@southbendin.gov). City of South Bend Engineering and Department of Community Investment staff will review the form and follow up with the petitioner for more information or questions as needed before issuing the preliminary written recommendation. City Staff will also explain the process and inform the petitioner of any potential opposition to the vacation.

All requests are weighed against established criteria and staff generates a preliminary recommendation shared with the petitioner. The petitioner will determine whether or not to proceed with the request. There is no fee to submit a pre-application form.

**STEP 2** Following preliminary review, if the petitioner wishes to continue the request, they will submit the completed pre-application with staff comments to the Board of Public Works (BPW) on the 13<sup>th</sup> Floor of the County-City Building. A \$300 non-refundable fee is due at this time.

A radius map and list of addresses within 150 feet is generated by Engineering and the request is typically distributed to the following departments for review and comment: Community Investment, Engineering, Police, and Fire. Following review, the petition and recommendation will be placed on an upcoming BPW agenda. After the BPW meeting, an ordinance and legal description will be drafted and provided to the petitioner with instructions for filing with the Clerk's Office along with a letter containing the BPW recommendation.

**STEP 3** The Petitioner pays a \$150 nonrefundable filing fee to the Clerk's Office to file an ordinance drafted by Legal Department. The Clerk's Office processes the vacation request by preparing the envelopes for public hearing and the petition to Vacate Public Rights-of-Way for signature. The Clerk's Office files the Ordinance and Petition to be

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Elivet Quijada-Navarro  
CHIEF OF STAFF / CHIEF DEPUTY CITY CLERK

Matthew Neal  
DEPUTY CITY CLERK / DIRECTOR OF POLICY

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placed on the next Common Council agenda. The Common Council meets on the 2nd and 4th Mondays of each month. The deadline for filing agenda items for any meeting is noon on the WEDNESDAY before the scheduled meeting. (see attached schedule)

STEP 4

Once the Alley Vacation bill is filed with the Clerk's Office, it will be placed on the next Common Council agenda for "First Reading." The Petitioner is not required to attend this meeting. At this time, the Common Council will set the matter for a public hearing which will most likely be their next regular meeting.

When the ordinance is placed on the next Common Council agenda, it will be listed under "Public Hearing" and "Third Reading." The Petitioner will need to make a short presentation at this time. Also, all persons speaking in favor of or in opposition to this ordinance will be heard at this time.

STEP 5

On the day of the public hearing, the petitioner will be required to attend a meeting of the Public Works and Property Vacation Committee. This Committee is composed of four (4) members of the Common Council who will review the matter and make a recommendation to the entire Council. The Petitioner will be required to make a short presentation outlining the reasons for the vacation request.

The Petitioner will make the same presentation at the afternoon Committee meeting and the 7:00 p.m. Common Council meeting. The afternoon meeting will be held in the Common Council meeting room located in the City Clerk's office on the 4th Floor of the County-City Building. The evening meeting will be held in the Council Chambers located in the middle of the fourth floor of the County-City Building. City staff will be present at the hearing to offer assistance and answer questions regarding the vacation request as needed.

STEP 6

After approval by the Common Council and the Mayor, the Ordinance will be advertised in its entirety in the South Bend Tribune and the Mishawaka Enterprise. This publication will take place on the FRIDAY of the week following the Council meeting. The vacation becomes effective thirty (30) days from the date of the publication. At that time, the City Clerk's office will certify the document and record it with the St. Joseph County Recorder. The Petitioner will receive a certified copy, as will the St. Joseph County Auditor and Township Assessor. Also, at this time notification of the vacation is sent to the South Bend Departments noted above plus the South Bend Plan Commission, Board of Public Works, Northern Indiana Public Service Company and the South Bend Community School Corporation Transportation Division if the vacation involves a public street.

The ordinance becomes effective thirty (30) days from the date of the publication. The City Clerk's office certifies the document and record it with the St. Joseph County Recorder. notification of the vacation is sent to relevant city agencies.

(Revised 01-27-2025)