



# OFFICE OF THE CITY CLERK

## DAWN M. JONES, CITY CLERK

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### MEMORANDUM

**TO:** MEMBERS OF THE COMMON COUNCIL  
**FROM:** DAWN M. JONES, CITY CLERK  
**DATE:** THURSDAY, OCTOBER 5, 2023  
**SUBJECT:** COMMITTEE MEETING NOTICE

The following Common Council Committee Meetings have been scheduled for **Monday, October 9, 2023:**

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

The Council Chambers will be Open to the Public or Members of the Public May Attend this Meeting Virtually via Microsoft Teams Meeting app here: <https://tinyurl.com/100923CC>.

**4:00 P.M.**      **PERSONNEL AND FINANCE**                      **CHAIRPERSON, NIEZGODSKI**

1. [Bill No. 63-23](#) - A Salary Ordinance for the Mayor
2. [Bill No. 64-23](#) - A Salary Ordinance for Non-Bargaining for City Employees
3. [Bill No. 65-23](#) - A Salary Ordinance for the SBPD
4. [Bill No. 66-23](#) - A Salary Ordinance for the TEAMSTERS
5. [Bill No. 67-23](#) - A Salary Ordinance for the SBFD - **(SUBSTITUTE BILL)**
6. [Bill No. 68-23](#) - A Salary Ordinance for Non-Bargaining Employees for Employees of the City Clerk
7. [Bill No. 69-23](#) - A Salary Ordinance for the City Clerk

**4:30 P.M.**      **COMMUNITY INVESTMENT**                      **CHAIRPERSON, TOMAS MORGAN**

1. [Bill No. 23-60](#) - A Resolution Confirming a Vacant Building Tax Abatement for Property Bros. LLC
2. [Bill No. 23-61](#) - A Resolution Confirming an Eight-Year (8) Real Property Tax Abatement for 542 N. Scott St. and 530 Cottage Grove Ave., South Bend, Indiana for Property Bros. LLC

**4:50 P.M. UTILITIES COMMITTEE** **CHAIRPERSON, DAVIS**

1. Lead Service Lines Update - Eric Horvath, Executive Director, Department of Public Works

**5:00 P.M. RESIDENTIAL NEIGHBORHOODS** **CHAIRPERSON, WHITE**

1. [Bill No. 23-62](#) - A Resolution Calling for Equity and Disaggregation in Administrative Reports

Council President Sharon L. McBride 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, MCBRIDE**

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

cc: Mayor James Mueller  
Committee Meeting  
List Media

**NOTICE FOR HEARING AND SIGHT-IMPAIRED PERSONS**

Auxiliary Aid or Other Services may be Available upon Request at No Charge.  
Please give Reasonable Advance Request when Possible





# South Bend Common Council

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## Meeting Agenda

Monday, October 9, 2023  
7:00 PM

The South Bend Common Council meeting will be open to the public at the Council Chambers on the 4th floor of the County-City Building, 227 W. Jefferson Blvd., South Bend, IN 46601

or available by way of a virtual meeting using the Microsoft Teams Meeting App. Public access to the meeting can be granted by this Microsoft Teams Link: <https://tinyurl.com/100923SBCC>

1. INVOCATION
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. REPORT FROM SUB-COMMITTEE ON MINUTES
5. SPECIAL BUSINESS
6. REPORTS FROM CITY OFFICES
7. COMMITTEE OF THE WHOLE  
BILL NO.

[63-23](#)

PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA,

SETTING THE ANNUAL SALARY FOR THE MAYOR FOR  
CALENDAR YEAR 2024

[64-23](#)

PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, FIXING MAXIMUM SALARIES AND WAGES OF APPOINTED OFFICERS AND NON-BARGAINING EMPLOYEES OF EXECUTIVE DEPARTMENTS OF THE CITY OF SOUTH BEND, INDIANA, FOR THE CALENDAR YEAR 2024

[65-23](#)

PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, RE-AFFIRMING ORDINANCE NO. 10891-22 AND FIXING THE ANNUAL PAY AND MONETARY FRINGE BENEFITS OF SWORN MEMBERS OF THE SOUTH BEND POLICE DEPARTMENT FOR CALENDAR YEAR 2024

[66-23](#)

PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, FIXING MAXIMUM WAGES OF TEAMSTER EMPLOYEES FOR CALENDAR YEAR 2024

[67-23](#)

PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, FIXING THE ANNUAL PAY AND MONETARY FRINGE BENEFITS OF SWORN MEMBERS OF THE SOUTH BEND FIRE DEPARTMENT FOR CALENDAR YEAR 2024 IN CONFORMITY WITH ORDINANCE NOS. 10820-21 AND 10831-21 AND AMENDING AND CLARIFYING THE LONGEVITY PAY AT SECTION VII OF THESE ORDINANCES - **(SUBSTITUTE BILL)**

[68-23](#)

PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, FIXING MAXIMUM SALARIES AND WAGES OF DEPUTIES AND NON-BARGAINING EMPLOYEES APPOINTED BY THE CITY CLERK OF THE CITY OF SOUTH BEND, INDIANA, FOR THE CALENDAR YEAR 2024

[69-23](#)

PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, SETTING THE ANNUAL SALARY FOR THE SOUTH BEND CITY CLERK FOR CALENDAR YEAR 2024

8. RISE AND REPORT

9. REGULAR MEETING RECONVENED

10. **BILLS ON THIRD READING**  
BILL NO.

63-23 THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, SETTING THE ANNUAL SALARY FOR THE MAYOR FOR CALENDAR YEAR 2024

64-23 THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, FIXING MAXIMUM SALARIES AND WAGES OF APPOINTED OFFICERS AND NON-BARGAINING EMPLOYEES OF EXECUTIVE DEPARTMENTS OF THE CITY OF SOUTH BEND, INDIANA, FOR THE CALENDAR YEAR 2024

65-23 THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, RE-AFFIRMING ORDINANCE NO. 10891-22 AND FIXING THE ANNUAL PAY AND MONETARY FRINGE BENEFITS OF SWORN MEMBERS OF THE SOUTH BEND POLICE DEPARTMENT FOR CALENDAR YEAR 2024

66-23 THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, FIXING MAXIMUM WAGES OF TEAMSTER EMPLOYEES FOR CALENDAR YEAR 2024

67-23 THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, FIXING THE ANNUAL PAY AND MONETARY FRINGE BENEFITS OF SWORN MEMBERS OF THE SOUTH BEND FIRE DEPARTMENT FOR CALENDAR YEAR 2024 IN CONFORMITY WITH ORDINANCE NOS. 10820-21 AND 10831-21 AND AMENDING AND CLARIFYING THE LONGEVITY PAY AT SECTION VII OF THESE ORDINANCES - (SUBSTITUTE BILL)

68-23 THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, FIXING MAXIMUM SALARIES AND WAGES OF DEPUTIES AND NON-BARGAINING EMPLOYEES APPOINTED BY THE CITY

CLERK OF THE CITY OF SOUTH BEND, INDIANA, FOR THE  
CALENDAR YEAR 2024

[69-23](#) THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, SETTING THE ANNUAL SALARY FOR THE SOUTH BEND CITY CLERK FOR CALENDAR YEAR 2024

[56-23](#) THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, APPROPRIATING, ADOPTING AND APPROVING THE SOUTH BEND PUBLIC TRANSPORTATION CORPORATION'S 2024 BUDGET AND LEVYING THE TAX AND FIXING THE RATE OF THE TAXATION FOR THE PURPOSE OF RAISING REVENUE TO FUND THE SOUTH BEND PUBLIC TRANSPORTATION CORPORATION, SOUTH BEND, INDIANA, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024 - **(SUBSTITUTE BILL & THIRD READING ONLY)**

[57-23](#) THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, LEVYING TAXES AND FIXING THE RATE OF TAXATION FOR THE PURPOSE OF RAISING REVENUE TO MEET THE NECESSARY EXPENSES OF THE CIVIL CITY OF SOUTH BEND FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024, AND APPROPRIATING MONIES FOR THE PURPOSE OF DEFRAYING THE EXPENSES OF THE CITY OF SOUTH BEND, INDIANA FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024, INCLUDING ALL OUTSTANDING CLAIMS AND OBLIGATIONS, AND FIXING A TIME WHEN THE SAME SHALL TAKE EFFECT- **(SUBSTITUTE BILL & THIRD READING ONLY)**

11. **RESOLUTIONS**  
BILL NO.

[23-60](#) A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, CONFIRMING THE ADOPTION OF A DECLARATORY RESOLUTION DESIGNATING CERTAIN AREAS WITHIN THE CITY OF SOUTH BEND, INDIANA, COMMONLY KNOWN AS 542 N. SCOTT STREET, SOUTH BEND, INDIANA 46616 AND 430 COTTAGE GROVE AVENUE, SOUTH BEND, INDIANA, 46616 AN ECONOMIC REVITALIZATION AREA FOR PURPOSES OF A TWO-YEAR (2) VACANT BUILDING TAX ABATEMENT FOR PROPERTY BROS LLC

[23-61](#) A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, CONFIRMING THE ADOPTION OF A DECLARATORY RESOLUTION DESIGNATING CERTAIN AREAS WITHIN THE CITY OF SOUTH BEND, INDIANA, COMMONLY KNOWN AS 542 N. SCOTT STREET, SOUTH BEND, INDIANA 46616 AND 430 COTTAGE GROVE AVENUE, SOUTH BEND, INDIANA 46616 AND 616 SHERMAN AVENUE, SOUTH BEND, INDIANA 46616 AN ECONOMIC REVITALIZATION AREA FOR PURPOSES OF AN EIGHT-YEAR (8) REAL PROPERTY TAX ABATEMENT FOR PROPERTY BROS LLC

[23-62](#) A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, CALLING FOR EQUITY AND DISAGGREGATION IN ADMINISTRATIVE REPORTS

12. **BILLS OF FIRST READING**  
**BILL NO.**

[70-23](#) FIRST READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, AMENDING ORDINANCE NO. 10893-22, WHICH FIXED MAXIMUM WAGES OF TEAMSTER EMPLOYEES FOR CALENDAR YEAR 2023, TO CORRECT A SCRIVENER'S ERROR IN THE WAGE TABLES FOR THE EQUIPMENT SERVICES WORK GROUP, INCLUDE ADDITIONAL GROUP LEADER POSITION TITLES FOR THE VENUES PARKS & ARTS WORK GROUP, AND ADD NEW POSITIONS FOR THE WATER WORKS CUSTOMER SERVICE WORK GROUP

[71-23](#) FIRST READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, AUTHORIZING THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF CERTAIN ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE CITY'S SEWAGE WORKS; AUTHORIZING THE ISSUANCE OF ADDITIONAL REVENUE BONDS FOR SUCH PURPOSE IN THE PRINCIPAL AMOUNT NOT TO EXCEED THIRTY-SIX MILLION DOLLARS (\$36,000,000) TO PROVIDE FUNDS FOR THE PAYMENT OF THE COSTS THEREOF; PROVIDING FOR THE SAFEGUARDING OF THE INTERESTS OF THE OWNERS OF SAID BONDS; ADDRESSING OTHER MATTERS CONNECTED THEREWITH, INCLUDING THE ISSUANCE OF NOTES IN ANTICIPATION OF BONDS; AND REPEALING ORDINANCES INCONSISTENT HEREWITH

[72-23](#) FIRST READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA,

SETTING THE ANNUAL SALARY FOR THE COMMON COUNCIL  
MEMBERS FOR CALENDAR YEAR 2024

13. UNFINISHED BUSINESS
14. NEW BUSINESS
15. PRIVILEGE OF THE FLOOR
16. ADJOURNMENT

**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



## 2023 COMMON COUNCIL STANDING COMMITTEES (Rev. 04-24-2023)

### 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.

Rachel Tomas Morgan, Chairperson  
Troy Warner, Vice-Chairperson  
Henry Davis, Jr., Member

Eli Wax, Member  
Thomas Kurzhal, *Citizen Member*  
Kaine Kanczuzewski, *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.

Troy Warner, Chairperson  
Lori K. Hamann, Vice-Chairperson  
*Citizen Member*

Canneth Lee, Member  
Eli Wax, Member

### COUNCIL RULES COMMITTEE

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

Sharon L. McBride, Member  
Sheila Niezgodski, Member

Eli Wax, 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.

Eli Wax, Chairperson  
Karen L. White, Vice-Chairperson  
Rachel Tomas Morgan, Member

Troy Warner, Member  
Canneth Lee, Member  
Desmont Upchurch, *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  
Lori K. Hamann, Vice-Chairperson  
Matthew Coats, *Citizen Member*

Canneth Lee, Member  
Maria Gibbs, *Citizen Member*

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

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

Canneth Lee, Chairperson  
Troy Warner, Vice-Chairperson  
Beth Sanford, *Citizen Member*

Henry Davis, Jr., Member  
Rachel Tomas Morgan, Member  
*Citizen Member*



### **PERSONNEL AND FINANCE COMMITTEE**

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

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

Eli Wax, Member  
Canneth Lee, Member

### **PUBLIC WORKS AND PROPERTY VACATION COMMITTEE**

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

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

Lori K. Hamann, Member  
Carl Littrell, *Citizen Member*

### **RESIDENTIAL NEIGHBORHOODS COMMITTEE**

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

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

Henry Davis, Jr., Member  
Sheila Niezgodski, Member  
Lakeyue Williams, *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.

Henry Davis, Jr., Chairperson  
Eli Wax, Vice-Chairperson  
*Citizen Member*

Troy Warner, Member  
Lori K. Hamann, 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.

Lori K. Hamann, Chairperson  
Henry Davis, Jr., Vice-Chairperson  
James Snodgrass, *Citizen Member*

Sheila Niezgodski, Member  
Karen L. White, 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

Eli Wax, Member





## 2023 COMMON COUNCIL STANDING COMMITTEES (Rev.01-09-2023)

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

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

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

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

Health & Public Safety Committee, Member  
Information & Technology Committee, Member  
Personnel & Finance Committee, Member

### **HENRY DAVIS, JR. 2<sup>ND</sup> District Council Member**

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

Zoning & Annexation Committee, Vice-Chairperson  
Community Investment Committee, Member

Residential Neighborhoods Committee, Member  
PARC Committee, Member

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

#### **President**

Council Rules Committee, Member

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

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

Personnel & Finance Committee, Vice-Chair  
PARC Committee, Vice-Chairperson

Health & Public Safety Committee, Member  
Utilities Committee, Member  
Sub-Committee on the Minutes, Member

### **ELI WAX, 5<sup>TH</sup> District Council Member**

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

Utilities Committee, Vice-Chairperson  
Community Investment, Member  
Personnel & Finance Committee, Member

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

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

#### **Vice-President**

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

**Public Works & Property Vacation, Chairperson**  
Council Rules Committee, Member

Residential Neighborhoods Committee, Member  
Zoning & Annexation Committee, Member

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

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

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

Health & Public Safety Committee, Member

PARC Committee, Member  
Personnel & Finance Committee, Member

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

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

Health & Public Safety Committee, Vice-Chairperson

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

### **LORI K. HAMANN, AT LARGE Council Member**

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

Information & Technology Committee, Vice-Chairperson  
Community Relations Committee, Vice-Chairperson

Public Works & Property Vacation, Member  
Utilities Committee, Member

# BILL NO. 63-23

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



PHONE 574.235.9216  
FAX 574.235.9928

CITY OF SOUTH BEND, IN JAMES MUELLER, MAYOR  
**DEPARTMENT OF ADMINISTRATION AND FINANCE**

September 14, 2023

Ms. Sharon McBride  
President, South Bend Common Council  
4th Floor, County-City Building  
South Bend, IN 46601



RE: 2024 Mayor's Salary Ordinance

Dear President McBride:

Attached is an ordinance setting the Mayor's salary for the calendar year 2024. Under Indiana law, I.C. 36-4-7-2(c), the Mayor's salary may not be reduced from the prior year's amount. This ordinance proposes an increase for the Mayor's salary to be commensurate with the proposed increase for non-bargaining employees in 2024.

I will present this bill to the Common Council at the appropriate committee and council meetings. It is requested that this bill be filed for 1st reading on September 25, 2023, with 2nd reading, public hearing and 3rd reading scheduled for October 9, 2023. If you have any further questions or need additional information, please let me know.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Kyle Willis".

Kyle Willis  
City Controller

**BILL NO. 63-23**

**ORDINANCE NO. 10977-23**



**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,  
INDIANA, SETTING THE ANNUAL SALARY FOR THE MAYOR  
FOR CALENDAR YEAR 2024**

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**STATEMENT OF PURPOSE AND INTENT**

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Pursuant to Indiana Code § 36-4-7-2, the City's legislative body is required to fix the annual compensation of all elected officers. Such compensation may "not be changed in the year for which it is fixed, nor may it be reduced below the amount fixed for the previous year."

The following Ordinance establishes the annual compensation for Mayor of the City of South Bend in calendar year 2024.

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

**SECTION I.** The annual compensation for the Mayor of the City of South Bend in calendar year 2024 shall be and hereby is established as follows:

<b><u>2023</u></b>	<b><u>2024</u></b>
\$119,409	\$122,990

**SECTION II.** This Ordinance shall be in full force and effect from and after its passage by the Common Council, approval by the Mayor and any publication required by law.

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Sharon McBride, Council President  
South Bend Common Council

Attest:

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Dawn M. Jones, 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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_ . m.

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Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o'clock \_\_\_\_ . m.

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James Mueller, Mayor  
City of South Bend, Indiana



# BILL NO. 64-23

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



CITY OF SOUTH BEND, IN JAMES MUELLER, MAYOR

## DEPARTMENT OF ADMINISTRATION AND FINANCE

September 14, 2023

Ms. Sharon McBride  
President, South Bend Common Council  
4th Floor, County-City Building  
South Bend, IN 46601

RE: 2024 Non-Bargaining Salary Ordinance

Dear President McBride:

Attached is an ordinance setting maximum compensation for non-bargaining employees for the calendar year 2024. This ordinance proposes a standard increase of 3.0% for non-bargaining employees in 2024. The ordinance also adds and changes certain position titles and makes certain adjustments to the maximum compensation for specific positions, as discussed during the 2024 Budget hearings. An update to the Residency Incentive was made for payout clarification.

I will present this bill to the Common Council at the appropriate committee and council meetings. It is requested that this bill be filed for 1st reading on September 25, 2023, with 2nd reading, public hearing and 3rd reading scheduled for October 9, 2023. If you have any further questions or need additional information, please let me know.

Thank you for your consideration.

Sincerely,

Kyle Willis  
City Controller



**BILL NO. 64-23**

**ORDINANCE NO. 10978-23**

Filed in Clerk's Office

SEP 20 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

**AN ORDINANCE FIXING MAXIMUM SALARIES AND WAGES OF APPOINTED OFFICERS AND NON-BARGAINING EMPLOYEES OF EXECUTIVE DEPARTMENTS OF THE CITY OF SOUTH BEND, INDIANA, FOR THE CALENDAR YEAR 2024**

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**STATEMENT OF PURPOSE AND INTENT**

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Pursuant to Indiana Code § 36-4-7-3, this Ordinance sets forth the maximum compensation to be paid to non-bargaining personnel employed by the City of South Bend in executive departments for the calendar year 2024.

This Ordinance establishes such compensation for all non-bargaining employees by specific position and title. The budgeted or actual compensation paid to a City employee in each position may be less than the maximum amounts set forth herein but may not exceed those amounts.

This Ordinance is in the best interest of the City and the affected non-bargaining employees.

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

**SECTION I. Maximum Compensation**

The maximum amounts to be paid as compensation for non-bargaining employees for the City of South Bend, Indiana are hereby established as set forth in the attachment, which is incorporated herein by reference. City employees are paid on a bi-weekly basis. Amounts by alphabetical position are set forth, as well as the maximum compensation for each position.

**SECTION II. Holidays, Vacations and Other Monetary and Fringe Benefits Incorporated by Reference**

- (a) **Holidays.** Holidays designated by the Board of Public Works pursuant to Section 2-120 of the South Bend Municipal Code shall govern non-bargaining employees for the calendar year 2024. The provisions of the City's Employee Handbook as it may be amended from time to time shall apply and are incorporated herein by reference.
- (b) **Vacations.** Vacation for non-bargaining employees shall be as set forth in the City's Employee Handbook as it may be amended from time to time, incorporated herein by reference.

- (c) **Family Leave.** The Family and Medical Leave Act Policy is, hereby, incorporated herein by reference in its entirety.
- (d) **Parental Leave.** Parental leave will be offered to all eligible full-time employees in accordance with the policy set forth in the City Employee Handbook, as it may be amended from time to time, which is incorporated herein by reference.
- (e) **Insurance.**
  - (1) **Comprehensive Major Medical Insurance Program.** The City shall maintain a comprehensive major medical insurance program in which, subject to Section III herein, non-bargaining employees regularly scheduled to work 30 hours or more per week may participate under the rules and guidelines of the plan document. All employees are provided access to a copy of a plan document each year.
  - (2) **Short and Long-Term Disability.** Short and Long-Term Disability shall be as set forth in the City's Employee Handbook, as it may be amended from time to time, which is incorporated herein by reference.
  - (3) **Payment for Election to Leave Employer's Comprehensive Major Medical Insurance Program.** The City shall pay one hundred and thirty (\$130) per month (\$65 bi-weekly) to any Employee who elects to leave the City's comprehensive major medical insurance program to be covered by another program for which the City makes no contribution. This election shall not be mandatory, and the Employee who made such election may return to the City's comprehensive major medical Insurance Program, provided that the conditions are a Qualifying Life Event or Open Enrollment of the City's Comprehensive Major Medical Insurance Program, and the contributions specified herein are made, but in such event said Employee shall forfeit the one hundred and thirty dollar (\$130) payment per month thereafter.
  - (4) **Life Insurance.** The City shall provide term life insurance coverage in an amount 1x annual salary rounded up to the nearest \$1,000 for each benefit eligible employee except for sworn firefighters, sworn police officers, and members of the Teamsters, which are as provided in their collective bargaining agreements.
  - (5) **Benefit Waiting Period.** The City notes that life insurance and comprehensive major Medical Insurance programs require a minimum eligibility period of thirty (30) days and that the long-term disability program requires a minimum ninety (90) day eligibility period which must be met.
- (f) **Hiring Bonus.** The Mayor, may, at his/her discretion, offer a Hiring Bonus to a new



employee as an incentive for the employee to accept the position offered. This Bonus will be paid to the employee in addition to the salary set forth in the Salary Ordinance. The range of these monetary bonuses will be from one hundred (\$100) to four thousand dollars (\$4,000).

- (g) **City Residency Incentive.** Full-time employees who establish and maintain legal residence within the City of South Bend city limits, reside on a continuous, permanent basis within the South Bend city limits, and comply with all regulations and requirements described in the Employee Handbook on this topic shall be entitled to an annual monetary bonus of two thousand dollars (\$2,000). This incentive will be paid out to qualifying employees once per year in January. Employees must be actively employed with the City of South Bend on December 31<sup>st</sup> of the previous year to qualify for payment.
- (h) **Allowances.**
  - (1) **Auto Allowances.** At the Mayor's discretion an auto allowance may be offered to city employees in lieu of a City issued car. The allowance may range from one (\$1) to five hundred dollars (\$500) dollars per month.
  - (2) **Cell Phone Allowance.** At the Mayor's discretion an allowance for the *business* portion of an employee's cell phone may be provided to those employees whose position and job responsibilities require the ability to communicate outside of city premises or after normal city working hours. The allowance shall not exceed one-hundred dollars (\$100) per month.
- (i) **Early Retirement Incentives.** The Mayor shall have discretion to offer an early retirement incentive program that may take the form of a bonus upon retirement for years of service or assistance with health insurance for a retiree who is not Medicare eligible. Such assistance shall not exceed one (1) year. Any such bonus or assistance must be approved by the Mayor and Controller and is subject to appropriation by the Common Council before any such bonus or assistance may be paid.

I.C. 5-10.2-3-1.2 permits employers to purchase one year for every five years of service for employees in PERF covered positions under certain conditions. The Mayor shall have discretion to offer such early retirement incentive program, pursuant to statute, after consultation with the Controller and after appropriation by the Common Council.
- (j) **Certification Bonus for EMS Billers.** At the discretion of the Mayor, City employees working in the EMS billing division may receive an incentive payment not to exceed seven hundred and fifty dollars (\$750) annually if the employee achieves and maintains in good standing the appropriate certification for EMS billing.



- (k) **Other Monetary Fringe Benefits.** All other fringe benefits shall be as set forth in the City's Employee Handbook as it may be amended from time to time. Employees must be actively employed with the City of South Bend at time of payment to qualify.

**SECTION III.**      **Employee Definitions**

- (a) **Full-Time Employee.** Full-time employees are those employees who are regularly scheduled to work forty (40) hours per week, or a reduced full-time schedule of thirty (30) hours or more per week as approved by the Mayor on a voluntary basis. Such employees are eligible for the Employer's Benefits Package subject to the terms, conditions and limitations of each benefit program. However, solely for purposes of qualification for health care benefits under the federal Patient Protection and Affordable Care Act (the Act) as amended, the definition of full time employee shall be the equivalent of that which is provided in the Act, and this Section shall not be construed to be in conflict with the Act.
- (b) **Part-Time Employee.** Part-time employees are those employees who are not assigned to a full-time status as defined by the City including those who qualify for health care benefits under the Act, but who do not meet the City's definition of full-time employee under subpart (a) of this Section, and who are scheduled to work less than the City of South Bend's full-time schedule, not to equal or exceed one thousand five hundred sixty (1,560) hours per year. While they do receive certain mandated benefits (such as worker's compensation, social security benefits, and for some, health care under the Act), they are not eligible for other City benefit programs with the exception of the positions listed below:

All elected Council members are eligible for participation in all of the Employer's Benefit Programs.

**SECTION IV.**      **City's Employee Handbook Availability**

Two (2) copies of the City's Employee Handbook shall be kept on file and made available for public inspection during regular hours in the office of the City Clerk on the 4th Floor of the County-City Building, South Bend, Indiana.

**SECTION V. Effective Date**

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

---

Sharon McBride, Council President  
South Bend Common Council

Attest:

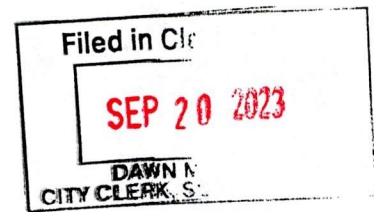
\_\_\_\_\_  
Dawn M. Jones, City Clerk  
Office of the City Clerk

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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_ . m.

\_\_\_\_\_  
Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o'clock \_\_\_\_ . m.

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



# BILL NO. 65-23

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



PHONE 574.235.9216  
FAX 574.235.9928

CITY OF SOUTH BEND, IN JAMES MUELLER, MAYOR  
**DEPARTMENT OF ADMINISTRATION AND FINANCE**

September 14, 2023

Ms. Sharon McBride  
President, South Bend Common Council  
4th Floor, County-City Building  
South Bend, IN 46601



RE: Re-Affirmation of the Annual Pay and Monetary Fringe Benefits for the South Bend Police Department

Dear President McBride:

On October 24, 2022, the South Bend Common Council passed Ordinance No. 10891-22, which established the annual pay and monetary fringe benefits for all sworn members of the South Bend Police Department for calendar years 2023, 2024, and 2025. This action followed successful labor negotiations between the City Advisory Negotiating Team working with our Agents who negotiated with the FOP Negotiating Team and their Agent.

All annual pay amounts and monetary fringe benefits set forth in the proposed 2024 budget for the Police Department reflect the exact amounts originally established in Ordinance No. 10891-22. The attached ordinance re-affirms all of those monetary amounts and programs for the 2024 calendar year, which were originally part of the 3-year agreement.

I will present this bill to the Common Council at the appropriate committee and council meetings. It is requested that this bill be filed for 1st reading on September 25, 2023, with 2nd reading, public hearing and 3rd reading scheduled for October 9, 2023. If you have any further questions or need additional information, please let me know.

Thank you for your consideration.

Sincerely,

Kyle Willis  
City Controller



**BILL NO. 65-23**

**ORDINANCE NO. 10979-23**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,  
INDIANA, RE-AFFIRMING ORDINANCE NO. 10891-22 AND FIXING THE ANNUAL PAY  
AND MONETARY FRINGE BENEFITS OF SWORN MEMBERS OF THE SOUTH BEND  
POLICE DEPARTMENT FOR CALENDAR YEAR 2024**

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**STATEMENT OF PURPOSE AND INTENT**

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The South Bend Common Council, pursuant to Indiana Code § 36-8-3-3, established the annual compensation and monetary fringe benefits of the South Bend Police Department following successful labor negotiations with representatives of South Bend FOP Lodge #36 in 2022. The total wage, monetary fringe benefits and working conditions package was ratified by voting members of the FOP which resulted in the South Bend Common Council passing Ordinance No. 10891-22 on October 24, 2022.

Ordinance No. 10891-22 set forth the provisions of a three-year agreement establishing the annual pay and monetary fringe benefits for calendar years 2023, 2024 and 2025, and also established maximum annual pay and monetary fringe benefits for upper level policy making positions in the South Bend Police Department as defined in Indiana Code § 36-8-1-12.

This ordinance formally re-affirms all provisions of Ordinance No. 10891-22 in its entirety for the 2024 calendar year.

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

**SECTION I.** The annual pay and monetary fringe benefits established for all sworn members of the South Bend Police Department, including all upper level policy making positions in the Department, are hereby fixed and re-affirmed for the 2024 calendar year as per Ordinance No. 10891-22 passed by this Council on October 24, 2022 which originally established the annual pay and monetary fringe benefits. A copy of Ordinance No. 10891-22 is attached hereto, incorporated herein by reference, and reaffirmed in its entirety.

**SECTION II.** This ordinance shall be in full force and effect from and after its passage by the Common Council, approval by the Mayor and legal publication.

---

Sharon McBride, Council President  
South Bend Common Council

Attest:

\_\_\_\_\_  
Dawn M. Jones, 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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_ . m.

\_\_\_\_\_  
Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o'clock \_\_\_\_ . m.

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

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ORDINANCE No. 10891-22

Passed by the Common Council of the City of South Bend, Indiana \_\_\_\_\_

\_\_\_\_\_ **October 24,** 20 **22**

Attest: *Dawn M. Jones* \_\_\_\_\_ City Clerk  
Dawn M. Jones

Attest: *Sharon McBride* \_\_\_\_\_ President of Common Council

Presented by me to the Mayor of the City of South Bend, Indiana \_\_\_\_\_

\_\_\_\_\_ **October 24,** 20 **22**

*Dawn M. Jones* \_\_\_\_\_ City Clerk  
Dawn M. Jones

Approved and signed by me October 25, 20 22

*J. M. H.* \_\_\_\_\_ Mayor

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SUBSTITUTE BILL NO. 56-22

ORDINANCE NO. 10891-22

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA,  
FIXING THE ANNUAL PAY AND MONETARY FRINGE BENEFITS OF SWORN MEMBERS OF  
THE SOUTH BEND POLICE DEPARTMENT FOR  
CALENDAR YEARS 2023, 2024, AND 2025**

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**STATEMENT OF PURPOSE AND INTENT**

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The South Bend Common Council, pursuant to *Indiana Code* § 36-8-3-3(d) is charged with establishing, before November 1<sup>st</sup>, the annual compensation and monetary fringe benefits of the South Bend Police Department. The City of South Bend is concurrently negotiated a collective bargaining agreement with members of the Fraternal Order of Police Lodge 36.

This ordinance sets forth the negotiated items which fix the annual pay and salaries of the sworn members of the South Bend Police Department as defined in *Indiana Code* § 36-8-1-9; salaries of the First Class Patrolman as defined in *Indiana Code* § 36-8-1-11; salaries for upper level policy making positions in the department as defined in *Indiana Code* § 36-8-1-12; and other monetary fringe benefits.

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

**Section I. Recognition.** The South Bend Common Council recognizes the negotiating team which represents the Fraternal Order of Police South Bend Lodge No. 36, as the sole bargaining agent for the sworn members of the South Bend Police Department for purposes of negotiating annual pay, monetary fringe benefits and other monetary items which are addressed in this ordinance, excepting the Police Chief, the Division Chiefs, and the Captains, who are governed by *Indiana Code* § 36-8-1-12.

**Section II. Sworn Member Annual Pay Classifications; Recruit Pay; Lateral Entry; and Career Development Incentive Programs.**

- (a) **Annual Pay Classifications for Sworn Members of the South Bend Police Department.** Annual pay for the sworn members of the South Bend Police Department, including upper level policy making positions defined by *Indiana Code* § 36-8-1-12 for calendar years 2023, 2024, and 2025 shall be set as follows:

<u>Pay Classification</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Police Chief	\$ 122,557	\$ 128,072	\$ 133,515
Division Chiefs	112,650	117,719	122,722
Captains	99,313	103,782	108,193
Lieutenants	79,867	83,461	87,008
Sergeants	76,890	80,350	83,764
Detectives	71,778	75,008	78,196
Patrolman First Class	70,822	74,009	77,154
Patrolman Second Class	62,624	65,442	68,223

- (b) **Police Recruit Annual Pay.** A Recruit of the South Bend Police Department shall be classified separately from sworn members of the Department. A Recruit shall complete the State of Indiana training program or its equivalent and commence duties as an officer before being sworn in as an officer of the South Bend Police Department. Upon the effective sworn date, a Recruit shall be paid as a Patrolman 2<sup>nd</sup> Class. The maximum annual pays of a Police Department Recruit shall be as follows:

<u>Pay Classification</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Police Recruit	\$ 56,765	\$ 59,319	\$ 61,840

- (c) **Lateral Entry Program.** The Common Council authorizes the South Bend Police Department to offer between three thousand five hundred dollars (\$3,500.00) to ten thousand dollars (\$10,000.00) as a one-time bonus, to be paid in equal quarterly installments in the first year of employment, to any individual found to be eligible and qualified to be a candidate on the Department, who has the requisite law enforcement experience and certification(s) for such a lateral entry into the South Bend Police Department. Any sworn member who received monies pursuant to this Lateral Entry Program and who leaves employment from the South Bend Police Department before his/her one (1) year anniversary



with the Department, shall be required to pay back to the South Bend Police Department any and all lateral bonus monies received.

A lateral entry officer with two (2) years or less of service as a certified officer shall enter the South Bend Police Department as a Patrolman Second Class. Upon completing Field Training Program (FTO), such lateral officer shall be eligible for promotion to Patrolman First Class.

- (d) Police Officer Recruitment Bonus Program. The Police Officer Recruitment Bonus Program which originally became effective January 1, 2015, shall continue in full force and effect. Any City of South Bend Employee who assists in the recruitment and hiring of any full-time new sworn police officer, may be eligible upon Department verification of each of the stages listed below:
1. Upon an individual, who has been recruited by a City of South Bend Employee, graduating from the Indiana Law Enforcement Academy, the sum of three hundred dollars (\$300.00) shall be allocated for payment for that City of South Bend Employee who assisted in the recruitment.
  2. Upon that individual then successfully completing the Field Training Program (FTO), the sum of five hundred dollars (\$500.00) shall be allocated for City of South Bend Employee who assisted in the recruitment.
  3. For the City of South Bend Employee to be eligible to receive the bonuses described above, the candidate must have successfully completed the specified phase of the hiring process and be hired by the South Bend Police Department as a full-time sworn member. Any City of South Bend Employee desiring to participate in the Police Officer Recruitment Bonus Program shall be required to timely complete all required forms with the Department, and upon verification of their recruited candidate successfully meeting the hiring standards, processing for payment of the recruitment bonus shall commence.

All Police Department regulations governing this program must be complied with by the City of South Bend Employee in order for them to be qualified and eligible to be paid under this program.

- (a) Lateral Police Officer Recruitment Incentive Program. The South Bend Police Department Lateral Police Officer Recruitment Incentive Program which originally became effective January 1, 2015, shall continue in full force and effect. Any City of South Bend Employee, who verifiably assists in the recruitment and hiring of any new full-time lateral sworn police office is eligible for a one-time bonus payment of five hundred dollars (\$500.00). Said bonus shall only be processed for payment upon the following conditions being met:
1. The lateral police officer candidate successfully completed a Law Enforcement Training Board-certified 40-hour Pre-Basic Course, and is hired as a full-time sworn member of the South Bend Police Department;
  2. Verification of the City of South Bend Employee's recruitment activities and their timely completion of all required forms with the South Bend Police Department;
  3. The lateral police officer candidate, completed the annual mandatory training program addressing domestic violence, use of force training, firearms training, and emergency vehicle operations training; and
  4. All Police Department regulations governing this program must have been complied with by the City of South Bend Employee in order for them to be qualified and eligible to be paid under this program.
- (b) Police Officer Education Incentive Program. The South Bend Police Department Education Incentive Program which originally became effective January 1, 2015, shall continue in full force and effect. In order to be eligible under this program, a person must be classified as a full-time South Bend Police Department sworn member, must have successfully completed at least one (1) year of full-time service on the South Bend Police Department, and must have completed the annual mandatory training program addressing domestic violence, use of force, firearms training, emergency vehicle operations training; and provided all of the documentation which verify the completion of the following degrees/hours:

<u>Degree</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Associate Degree or 60 credit hours	\$450	\$450	\$450
Bachelors Degree (BS/BA)	\$600	\$600	\$600
Masters Degree or higher (JD, PhD, etc.)	\$850	\$850	\$850



Written proof from the educational institution certifying the completion of such degree and/or hours, along with compliance with all Police Department regulations governing this program by the sworn member of the South Bend Police Department is required in order for them to be eligible to be paid under this program. Qualifying sworn members shall be paid at the highest degree only, with such payment being made in December of each calendar year.

- (c) Former U.S. Military Recruitment and Retention Incentive Programs.<sup>1</sup> The South Bend Police Department Former U.S. Military Recruitment and Retention Incentive Programs which originally became effective January 1, 2015, shall continue in full force and effect.

1. *One-Time Military Recruitment Bonus:* In order to be eligible for a one-time military recruitment bonus, which may be offered to any individual found to be eligible and qualified, who has prior active duty service with the Armed Services and received an Honorable Discharge from a branch of the U.S. military and desires to join the South Bend Police Department as a full-time sworn member after January 1, 2015, said individual would be eligible to one (1) of the following bonus incentive payment amounts upon graduating from the Indiana Law Enforcement Academy:

<u>Service Length</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Two (2) years of past U.S. military active duty service	\$450	\$450	\$450
Four (4) years of past U.S. military active duty service	\$600	\$600	\$600
Six (6) or more years of past U.S. military active duty service	\$850	\$850	\$850

Such one-time bonus incentive payment shall be paid at the highest year of U.S. military active duty service experience only, upon proof of such service and tenure being substantiated and verified utilizing the submission by the person requesting the bonus of the Report of Separation, DD-214 issued by the Defense Department. Any person, who received such a bonus incentive payment and who leaves his/her employment with the South Bend Police Department before his/her one (1) year anniversary with the Department, shall be required to pay back to the South Bend Police Department any and all bonus monies received under this program.

2. *Police Officer Recruitment Bonus Program for Recruiting Former U.S. Military Service Member.* Any City of South Bend Employee who verifiably assists in the recruitment and hiring of any new full-time sworn police officer who is a former U.S. military service member is eligible for a one-time bonus payment of five hundred dollars (\$500.00). Said bonus would only be processed for payment upon the following conditions being met:
  - i. The former U.S. military service member who is a police officer candidate successfully completed a Law Enforcement Training Board-certified 40-hour Pre-Basic Course, and is hired as a full-time sworn member of the South Bend Police Department;
  - ii. Verification of the sworn member's recruitment activities and their timely completion of all required forms with the South Bend Police Department;
  - iii. The former U.S. military service member who is a police officer candidate completed the annual mandatory training program addressing domestic violence, use of force training, firearms training, and emergency vehicle operations training; and
  - iv. All Police Department regulations governing this program must have been complied with by the City of South Bend Employee in order for them to be qualified and eligible to be paid under this program.
3. *Former U.S. Military Retention Incentive Program.* The South Bend Police Department Former U.S. Military Retention Incentive Program which originally became effective January 1, 2015, shall continue in full force and effect. In order to be eligible, a sworn member of the Department who has prior active duty service with the Armed Services and received an Honorable Discharge from a branch of the U.S. military, must have successfully completed at

<sup>1</sup> The International Association of Chiefs of Police (IACP) in partnership with the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA), has published a guidebook for service members who are transitioning out of the military and are considering a law enforcement career. That publication entitled *Combat Veterans & Law Enforcement: A Transition Guide for Veterans Beginning or Continuing Careers in Law Enforcement* is available at <http://www.theiacp.org/vets2cops>

least one (1) year of full-time service on the Department and must have completed the annually mandatory training program addressing domestic violence, fire arms training and emergency vehicle operations training, and provide documentation as required by this section with qualified sworn members being entitled to the following:

<u>Service Length</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Two (2) years of past U.S. military active duty service	\$450	\$450	\$450
Four (4) years of past U.S. military active duty service	\$600	\$600	\$600
Six (6) or more years of past U.S. military active duty service	\$850	\$850	\$850

Such bonus incentive retention payments shall be paid at the highest year of U.S. military active duty service experience only. Proof of such U.S. military service and tenure must be substantiated and verified by utilizing the Report of Separation, DD-214 issued by the Defense Department. Qualifying sworn members shall be paid said bonus in December of each calendar year.

4. Police Recruitment Relocation to South Bend Incentive. Any new full-time sworn member of the South Bend Police Department who is employed after January 1, 2015, would be eligible to apply for a Police Recruitment Relocation to South Bend Incentive, so long as their new personal residential address is located within the South Bend City limits. This relocation bonus may not exceed two thousand dollars (\$2,000.00) for each qualifying full-time sworn member in each calendar year.

### **Section III. Additional Areas of Compensation.**

- (a) Maximum Amounts. All monetary amounts set forth in this ordinance shall be the maximum amounts permitted in each calendar year addressed.
- (b) City Residency Incentives. Sworn members and officers of the South Bend Police Department, who establish verified legal residence within any neighborhood within the City of South Bend city limits and reside on a continuous permanent basis within the South Bend city limits, and comply any additional department governing regulations on this topic shall be entitled to the following residency incentive bonus:

2023:	\$ 3,500.00 maximum payable on or before December 15, 2023
2024:	\$ 3,500.00 maximum payable on or before December 15, 2024
2025:	\$ 3,500.00 maximum payable on or before December 15, 2025

- (c) Court Time Pay: If an officer or sworn member of the South Bend Police Department appears under subpoena, court order, or at the request of City Legal during off-duty hours before any court, administrative body (i.e. civil, probate, Board of Public Safety, Alcohol Beverage Board, etc.), or at the County Prosecutor's Office to validate a complaint or warrant pertaining to incidents investigated by such officer as a result of their duty assignment, whether civil or criminal in nature, excepting only disciplinary matters in which the officer concerned is the accused, said officer shall receive overtime pay. Such court time shall be paid at two (2) times the officer's regular rate of pay.
  - a. When such appearance is in-person or requires the officer's testimony under oath, the officer shall receive a minimum of four (4) hours of pay for appearing on their scheduled day off; and a minimum of two (2) hours of pay for appearing when off-duty on a regular scheduled work day.
  - b. For all other appearances, such as virtual (by phone, computer, or other electronic means), the officer shall receive a minimum of one (1) hour of pay for appearing on their scheduled day off or when off-duty on a regular scheduled work day.
 Officers regularly assigned to the third detail, who are not otherwise on-duty, shall receive a minimum of:
  - i. Four (4) hours of pay when such appearance is in-person or requires the officer's testimony under oath.
  - ii. Two (2) hours of pay for all other appearances.



- (d) **Overtime Pay:** If a sworn member is required to remain on duty in excess of the regularly scheduled workday, they shall be entitled to overtime pay. Such sworn member shall be paid at the rate of two (2) times his or her regular rate of pay. Overtime shall be calculated by quarter-hour increments.
- (e) **Critical Duty Day Pay Stipend:** A critical duty day pay stipend is continued in the amount of two hundred and fifty dollars (\$250.00). There shall be eight (8) Critical Duty Days established by the Board of Public Safety by proper Board Resolution. Officers and sworn members assigned to the Special Victim's Unit or the South Bend Community School Corporation, while so assigned, shall not be eligible for the Critical Duty Day pay stipend, while working as a part of their regular duty assignments.
- (f) **Shift Premium Pays:** An officer or sworn member scheduled to work and permanently assigned to any of the following types of detail shall be entitled to the following shift premium pays for such work:

Type of Detail	2023	2024	2025
Second Detail [Afternoons]	\$2,200	\$2,200	\$2,200
Third Detail [Midnights]	\$3,000	\$3,000	\$3,000
Detective Bureau [Evenings]	\$1,200	\$1,200	\$1,200

- (g) **Special Duty Pays:** An officer or sworn member who is qualified and scheduled to work in special hazardous duty and/or highly specialized areas of service, shall be entitled to receive Special Duty Pay for such assigned and designated specialties:

Type of Special Duty	2023	2024	2025
Strategic Focus Unit	\$2,100	\$2,100	\$2,100
K-9 Unit	\$1,200	\$1,200	\$1,200
SWAT	\$1,200	\$1,200	\$1,200
Bomb Technician	\$1,200	\$1,200	\$1,200
Hostage / Crisis Negotiator	\$1,000	\$1,000	\$1,000
Uniform Crime Scene Technician	\$1,000	\$1,000	\$1,000
Homicide Crime Scene Technician	\$200	\$200	\$200
Patrol Shift Supervisory Sergeant Pro-Pay	\$450	\$450	\$450
Rapid Response (RRT)	\$450	\$450	\$450
Diagrammer	\$700	\$700	\$700
Detective Bureau – Violent Crimes	\$1,000	\$1,150	\$1,200
Detective Bureau – Major Crimes	\$250	\$350	\$500
Traffic (TDO, FACT)	\$500	\$500	\$500

- (h) **Limited English Proficiency (LEP) Specialty Pay and Sign Language Proficiency Incentive Pay:** A Limited English Proficiency (LEP) Pay Program and a Sign Language Proficiency Incentive Pay Program, overseen by the City's Human Resources Director or their designee, who shall monitor the Department's requirements. All qualifying sworn members who meet the requirements and who are regularly assigned to perform such duties shall be paid the following specialty pay in a lump sum in the last payroll in December of each year of such assignment:

Type of Special Pay	2023	2024	2025
Limited English Proficiency (LEP)	\$400	\$400	\$400
Sign Language Proficiency	\$400	\$400	\$400

with such incentive program payments being limited to the total yearly amount budgeted for the same.

- (i) **Field Training Officer (FTO) Pay:** A qualified Field Training Officer (FTO) shall be entitled to FTO day for each day which such person is qualified, assigned and performs field training activities with new recruits.

	2023	2024	2025
FTO Daily Rate	\$50	\$50	\$50

- (j) **Division Chief Stipend:** The Chief of Police may assign one (1) Division Chief to be "acting Chief" when they are unavailable. Said Division Chief shall receive a stipend of one thousand dollars (\$1,000.00) per year.

- (k) **Annual Cash Allowance:** Officers and sworn members shall receive the following annual cash allowance amounts to be paid each year in December:

	2023	2024	2025
Annual Cash Allowance	\$500	\$500	\$500

- (l) **Longevity Pays:** Qualifying officers and sworn members holding the rank of Patrolman First Class and above, shall receive addition compensation in recognition of cumulative service on the South Bend Police Department. Such longevity pays shall be paid in the following amounts in each year:

<b>Cumulative Years of Service on SBPD</b>	<b>Commencement Date</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
4 – 9 years	Beginning 5 <sup>th</sup> year	\$1,500	\$1,500	\$1,500
10 – 14 years	Beginning 11 <sup>th</sup> year	\$3,000	\$3,000	\$3,000
15 – 19 years	Beginning 16 <sup>th</sup> year	\$4,500	\$4,500	\$4,500
20 – 24 years	Beginning 21 <sup>st</sup> year	\$6,000	\$6,000	\$6,000
25+ years	Beginning 26 <sup>th</sup> year	\$6,000	\$7,500	\$8,500

- (m) **Tuition Reimbursement:** Qualifying officers and sworn members of the South Bend Police Department who participate in the Tuition Reimbursement Program shall be entitled to the following maximum dollar amount(s) for approved course tuition:

<b>Course Grade</b>	<b>Maximum Amount Reimbursed by the City of South Bend</b>
A	100% of tuition costs only up to a maximum of \$1,500
B	75% of tuition costs only up to a maximum of \$1,000
C	50% of tuition costs only up to a maximum of \$500

Officers and sworn members who wish to participate in this program must give notice to the Services Division Chief prior to registering for a course which has tuition fees, so that funds may be allocated for potential tuition reimbursement on a “first come, first serve” basis up to the maximum amount budgeted for such purposes for each calendar year by the Common Council. Tuition reimbursement shall be limited to a maximum reimbursement amount of two thousand five hundred dollars (\$2,500.00) per calendar year to any officer or sworn member participating in the program. All governing regulations must be complied with by any officer or sworn member who participates in the program as a condition of being paid any tuition reimbursement.

- (n) **Voluntary Physical Fitness Program:** The Common Council continues the authorization previously set forth in Ordinance No. 10042-10, Ordinance No. 10192-12, Ordinance No. 10332-14, and Ordinance No. 10472-16 to implement a voluntary physical fitness program, which may have the potential of any officer and/or sworn member of the South Bend Police Department who qualifies under the governing policies and procedures implemented by the Department to earn up to a maximum of one (1) personal day per calendar year. Such personal day may not be used if such usage results in overtime costs to the City.

- (o) **On-Call Duty Pays:** Each of the following On-Call Duty Pay categories shall be allotted six hundred fifty dollars (\$650.00) per category per year, and shall be divided among the assigned police officers in each of these categories. Such division of pay shall be determined according to the frequency of assigned on-call days in the respective category and shall be paid on a quarterly basis. The On-Call Duty Pay categories are as follows:

All officers assigned to the Detective Bureau  
 Traffic On-Call Diagrammer  
 Traffic On-Call Duty Officer

- (p) **Life Insurance:** The City of South Bend shall continue to provide life insurance coverage on all sworn members and officers of the South Bend Police Department in an amount equal to the amount of the sworn member's and officer's base pay.
- (q) **Health Insurance:** Each active sworn member and upper level policy makers who are also referred to as officers of the South Bend Police Department who has met the eligibility requirements shall have the opportunity to participate in the City's comprehensive major medical insurance program. The contribution of such individuals shall be no greater than the contribution of other City employees receiving the same benefits, and the level of benefits shall be no less than the level for other City employees.

Benefits for qualifying police pensioners shall not begin until such pensioner or dependent spouse of such pensioner meets the State minimum standards for pension eligibility and immediately able to draw a pension, and shall cease when such pensioner, or the dependent spouse of such pensioner, reaches sixty-five (65) years of age or become Medicare-eligible, as further addressed in the 2023-2025 Working Agreement, to be approved by the Board of Public Safety.

**Section IV. Severability.**

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

**Section V. Effective Date.**

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

*Sharon L. McBride*

Sharon McBride, Council President  
South Bend Common Council

Attest: *Dawn M. Jones*

Dawn M. Jones, 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 25 day of October, 2022, at 2 o'clock p. m.

*Dawn M. Jones*

Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the 25<sup>th</sup> day of October, 2022, at 5 o'clock p m

*J Mueller*

James Mueller, Mayor  
City of South Bend, Indiana



BILL NO. 56-22

ORDINANCE NO. 10891-22

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA,  
FIXING THE ANNUAL PAY AND MONETARY FRINGE BENEFITS OF SWORN MEMBERS OF  
THE SOUTH BEND POLICE DEPARTMENT FOR  
CALENDAR YEARS 2023, 2024, AND 2025

STATEMENT OF PURPOSE AND INTENT

The South Bend Common Council, pursuant to *Indiana Code* § 36-8-3-3(d) is charged with establishing, before November 1<sup>st</sup>, the annual compensation and monetary fringe benefits of the South Bend Police Department. The City of South Bend is negotiating a collective bargaining agreement with members of the Fraternal Order of Police Lodge 36.

This ordinance sets forth the negotiated items which fix the annual pay and salaries of the sworn members of the South Bend Police Department as defined in *Indiana Code* § 36-8-1-9; salaries of the First Class Patrolman as defined in *Indiana Code* § 36-8-1-11; salaries for upper level policy making positions in the department as defined in *Indiana Code* § 36-8-1-12; and other monetary fringe benefits.

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

**Section I. Recognition.** The South Bend Common Council recognizes the negotiating team which represents the Fraternal Order of Police South Bend Lodge No. 36, as the sole bargaining agent for the sworn members of the South Bend Police Department for purposes of negotiating annual pay, monetary fringe benefits and other monetary items which are addressed in this ordinance, excepting the Police Chief, the Division Chiefs, and the Captains, who are governed by *Indiana Code* § 36-8-1-12.

**Section II. Sworn Member Annual Pay Classifications; Recruit Pay; Lateral Entry; and Career Development Incentive Programs.**

(a) **Annual Pay Classifications for Sworn Members of the South Bend Police Department:** Annual pay for the sworn members of the South Bend Police Department, including upper level policy making positions defined by *Indiana Code* § 36-8-1-12 for calendar years 2023, 2024, and 2025 shall be set as follows:

<u>Pay Classification</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Police Chief			
Division Chiefs			
Captains			
Lieutenants			
Supervisory Sergeants			
Investigators			
Patrolman First Class			
Patrolman Second Class			

(b) **Police Recruit Annual Pay.** A Recruit of the South Bend Police Department shall be classified separately from sworn members of the Department. A Recruit shall complete the State of Indiana training program or its equivalent and commence duties as an officer before being sworn in as an officer of the South Bend Police Department. Upon the effective sworn date, a Recruit shall be paid as a Patrolman 2<sup>nd</sup> Class. The maximum annual pays of a Police Department Recruit shall be as follows:

<u>Pay Classification</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Police Recruit			

(c) **Lateral Entry Program.** The Common Council authorizes the South Bend Police Department to offer between \_\_\_\_\_ dollars (\$\_\_\_\_\_) to \_\_\_\_\_ dollars (\$\_\_\_\_\_) as a one-time bonus to any individual found to be eligible and qualified to be a candidate on the Department, who has the requisite law enforcement experience and certification(s) for such a lateral entry into the South Bend Police Department. Any sworn member who received monies pursuant to this Lateral Entry Program and who leaves employment from the South Bend Police Department before his/her one (1)

year anniversary with the Department, shall be required to pay back to the South Bend Police Department any and all lateral bonus monies received.

A lateral entry officer with two (2) years or less of service as a certified officer shall enter the South Bend Police Department as a Patrolman Second Class. Upon completing Field Training Program (FTO), such lateral officer shall be eligible for promotion to Patrolman First Class.

(d) Police Officer Recruitment Bonus Program. The Police Officer Recruitment Bonus Program which originally became effective January 1, 2015, shall continue in full, force and effect. Any sworn member of the South Bend Police Department, who assists in the recruitment and hiring of any full-time new sworn police officer, may be eligible upon Department verification of each of the stages listed below:

1. Upon an individual, who has been recruited by a South Bend Police Department sworn member, graduating from the Indiana Law Enforcement Academy, the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) shall be earmarked for payment for that sworn member of the South Bend Police Department who assisted in the recruitment.
2. Upon that individual then successfully completing the Field Training Program (FTO), the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) shall be earmarked for that sworn member of the South Bend Police Department who assisted in the recruitment.
3. For the sworn member of the South Bend Police Department to be eligible to receive the bonuses described above, the candidate who recruited the candidate must have successfully completed the specified phase of the hiring process and be hired by the South Bend Police Department as a full-time sworn member. Any sworn member of the South Bend Police Department desiring to participate in the Police Officer Recruitment Bonus Program shall be required to timely complete all required forms with the Department, and upon verification of his/her recruited candidate successfully meeting the hiring standards, processing for payment of the recruitment bonus shall commence.

All Police Department regulations governing this program must be complied with by the sworn member of the South Bend Police Department in order for him/her to be qualified and eligible to be paid under this program.

(a) Lateral Police Officer Recruitment Incentive Program. The South Bend Police Department Lateral Police Officer Recruitment Incentive Program which originally became effective January 1, 2015, shall continue in full, force and effect. Any sworn member of the South Bend Police Department, who verifiably assists in the recruitment and hiring of any new full-time lateral sworn police officer is eligible for a one-time bonus payment of \_\_\_\_\_ dollars (\$\_\_\_\_\_). Said bonus shall only be processed for payment upon the following conditions being met:

1. The lateral police officer candidate successfully completed a Law Enforcement Training Board-certified 40-hour Pre-Basic Course, and is hired as a full-time sworn member of the South Bend Police Department;
2. Verification of the sworn member's recruitment activities and his/her timely completion of all required forms with the South Bend Police Department;
3. The sworn member, who recruited the lateral police officer candidate, completed the annual mandatory training program addressing domestic violence, use of force training, fire arms training and emergency vehicle operations training; and
4. All Police Department regulations governing this program must have been complied with by the sworn member of the South Bend Police Department in order for him/her to be qualified and eligible to be paid under this program.

(b) Police Officer Education Incentive Program. The South Bend Police Department Education Incentive Program which originally became effective January 1, 2015, shall continue in full, force and effect. In order to be eligible under this program, a person must be classified as a full-time South Bend Police Department sworn member, must have successfully completed at least one (1) year of full-time service on the South Bend Police Department, and must have completed the annual mandatory training program addressing domestic violence, use of force, fire arms training, emergency vehicle operations training; and provided all of the documentation which verify the completion of the following degrees/hours:

Degree	2023	2024	2025
_____	_____	_____	_____



Associate Degree or 60 credit hours  
Bachelors Degree (BS/BA)  
Masters Degree or higher (JD, PhD, etc.)

Written proof from the educational institution certifying the completion of such degree and/or hours, along with compliance with all Police Department regulations governing this program by the sworn member of the South Bend Police Department is required in order for him/her to be eligible to be paid under this program. Qualifying sworn members shall be paid at the highest degree only, with such payment being made in December of each calendar year.

- (c) Former U.S. Military Recruitment and Retention Incentive Programs.<sup>1</sup> The South Bend Police Department Former U.S. Military Recruitment and Retention Incentive Programs which originally because effective January 1, 2015, shall continue in full, force and effect.

1. *One-Time Military Recruitment Bonus*: In order to be eligible for a one-time military recruitment bonus, which may be offered to any individual found to be eligible and qualified, who has prior active duty service with the Armed Services and received an Honorable Discharge from a branch of the U.S. military and desires to join the South Bend Police Department as a full-time sworn member after January 1, 2015, said individual would be eligible to one (1) of the following bonus incentive payment amounts upon graduating from the Indiana Law Enforcement Academy:

<u>Service Length</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Two (2) years of past U.S. military active duty service			
Four (4) years of past U.S. military active duty service			
Six (6) or more years of past U.S. military active duty service			

Such one-time bonus incentive payment shall be paid at the highest year of U.S. military active duty service experience only, upon proof of such service and tenure being substantiated and verified utilizing the submission by the person requesting the bonus of the Report of Separation, DD-214 issued by the Defense Department. Any person, who received such a bonus incentive payment and who leaves his/her employment with the South Bend Police Department before his/her one (1) year anniversary with the Department, shall be required to pay back to the South Bend Police Department any and all bonus monies received under this program.

2. *Police Officer Recruitment Bonus Program for Recruiting Former U.S. Military Service Member*. Any sworn member of the South Bend Police Department employed with the Department, who verifiably assists in the recruitment and hiring of any new full-time sworn police officer who is a former U.S. military service member is eligible for a one-time bonus payment of \_\_\_\_\_ dollars (\$\_\_\_\_\_). Said bonus would only be processed for payment upon the following conditions being met:
  - i. The former U.S. military service member who is a police officer candidate successfully completed a Law Enforcement Training Board-certified 40-hour Pre-Basic Course, and is hired as a full-time sworn member of the South Bend Police Department;
  - ii. Verification of the sworn member's recruitment activities and his/her timely completion of all required forms with the South Bend Police Department;
  - iii. The sworn member who recruited the former U.S. military service member who is a police officer candidate completed the annual mandatory training program addressing domestic violence, use of force training, firearms training and emergency vehicle operations training; and
  - iv. All Police Department regulations governing this program must have been complied with by the sworn member of the South Bend Police Department in order for him/her to be qualified and eligible to be paid under this program.

<sup>1</sup> The International Association of Chiefs of Police (IACP) in partnership with the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA), has published a guidebook for service members who are transitioning out of the military and are considering a law enforcement career. That publication entitled *Combat Veterans & Law Enforcement: A Transition Guide for Veterans Beginning or Continuing Careers in Law Enforcement* is available at <http://www.theiacp.org/vets2cops>



3. Former U.S. Military Retention Incentive Program. The South Bend Police Department Former U.S. Military Retention Incentive Program which originally became effective January 1, 2015, shall continue in full, force and effect. In order to be eligible, a sworn member of the Department must have successfully completed at least one (1) year of full-time service on the Department and must have completed the annually mandatory training program addressing domestic violence, fire arms training and emergency vehicle operations training, and provide documentation as required by this section with qualified sworn members being entitled to the following:

<u>Service Length</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Two (2) years of past U.S. military active duty service			
Four (4) years of past U.S. military active duty service			
Six (6) or more years of past U.S. military active duty service			

Such bonus incentive retention payments shall be paid at the highest year of U.S. military active duty service experience only. Proof of such U.S. military service and tenure must be substantiated and verified by utilizing the Report of Separation, DD-214 issued by the Defense Department. Qualifying sworn members shall be paid said bonus in December of each calendar year.

4. Police Recruitment Relocation to South Bend Incentive. Any new full-time sworn member of the South Bend Police Department who is employed after January 1, 2015, would be eligible to apply for a Police Recruitment Relocation to South Bend Incentive, so long as his/her new personal residential address is located within the South Bend City limits. This relocation bonus may not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_) for each qualifying full-time sworn member in each calendar years.

**Section III. Additional Areas of Compensation.**

- (a) Maximum Amounts. All monetary amounts set forth in this ordinance shall be the maximum amounts permitted in each calendar year addressed.
- (b) City Residency Incentives. Sworn members and officers of the South Bend Police Department, who establish verified legal residence within any neighborhood within the City of South Bend city limits and reside on a continuous permanent basis within the South Bend city limits, and comply any additional department governing regulations on this topic shall be entitled to the following residency incentive bonus:

2023: \$ \_\_\_\_\_ maximum payable on or before December 15, 2023  
 2024: \$ \_\_\_\_\_ maximum payable on or before December 15, 2024  
 2025: \$ \_\_\_\_\_ maximum payable on or before December 15, 2025

- (c) Court Time Pay: If an officer or sworn member of the South Bend Police Department is subpoenaed to court or is ordered to appear at any given location to validate a complaint or warrant, and if that officer or sworn member is off-duty, that officer or sworn member shall be paid overtime. Such court time pay shall be paid at the overtime rate of pay. Such officer or sworn member shall receive a minimum of \_\_\_\_\_ ( ) hours of pay for appearing on his or her scheduled day off; and a minimum of \_\_\_\_\_ ( ) hours of pay for appearing when off-duty on a regular scheduled workday.
- (d) Overtime Pay: If a sworn member is required to remain on duty in excess of the regularly scheduled workday, he or she shall be entitled to overtime pay. Such sworn member shall be paid at the rate of \_\_\_\_\_ ( ) times his or her regular rate of pay. Overtime shall be calculated by quarter-hour increments.
- (e) Critical Duty Day Pay Stipend: A critical duty day pay stipend is continued in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) There shall be eight (8) Critical Duty Days established by the Board of Public Safety by proper Board Resolution. Officers and sworn members assigned to the Family Violence/Special Victim's Unit, Country Metro Homicide or the South Bend Community School Corporation, while so assigned, shall not be eligible for the Critical Duty Day pay stipend, while working as a part of his or her regular duty assignments.

- (f) Shift Premium Pays: An officer or sworn member scheduled to work and permanently assigned to any of the following types of detail shall be entitled to the following shift premium pays for such work:

<u>Type of Detail</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Second Detail [Afternoons]			
Third Detail [Midnights]			
Strategic Focus Unit			
Investigative Division [evenings]			

- (g) Seniority-Shift Incentive Premium Pays: Any sworn Patrol Division or Investigative Bureau officer permanently assigned to the afternoon, evening, or midnight shifts shall be entitled to the following additional Seniority-Shift Incentive Premium pays for such work:

<u>Type of Detail</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Second Detail [Afternoons] – 8 years or more of service			
Third Detail [Midnights] – 8 years or more of service			

- (h) Special Duty Pays: An officer or sworn member who is qualified and scheduled to work in special hazardous duty and/or highly specialized areas of service, shall be entitled to receive Special Duty Pay for such assigned and designated specialties:

<u>Type of Special Duty</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Strategic Focus Unit			
K-9 Unit			
SWAT			
Bomb Technician			
Hostage Negotiator			
Uniform Crime Scene Technician			
Patrol Shift Supervisory Sergeant Pro-Pay			
Rapid Response (RRT)			
Diagrammer			
Certified Meth Technician			

- (i) Limited English Proficiency (LEP) Specialty Pay and Sign Language Proficiency Incentive Pay: A Limited English Proficiency (LEP) Pay Program and a Sign Language Proficiency Incentive Pay Program, overseen by the City's Human Resources Director or his/her designee, who shall monitor the Department's requirements. All qualifying sworn members who meet the requirements and who are regularly assigned to perform such duties shall be paid the following specialty pay in a lump sum in the last payroll in December of each year of such assignment:

<u>Type of Special Pay</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Limited English Proficiency (LEP)			
Sign Language Proficiency			

with such incentive program payments being limited to the total yearly amount budgeted for the same.

- (j) Field Training Officer (FTO) Pay: A qualified Field Training Officer (FTO) shall be entitled to \_\_\_\_\_ dollars (\$\_\_\_\_\_) per day for each day which such person is qualified, assigned and performs field training activities with new recruits.
- (k) Division Chief Stipend: The Chief of Police may assign one (1) Division Chief to be "acting Chief" when he/she is unavailable. Said Division Chief shall receive a stipend of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per year.
- (l) Annual Cash Allowance: Officers and sworn members shall receive the following annual cash allowance amounts:

	<u>2023</u>	<u>2024</u>	<u>2025</u>
Annual Cash Allowance			

- (m) Longevity Pays: Qualifying officers and sworn members holding the rank of Patrolman First Class and above, shall receive addition compensation in recognition of cumulative service on the South Bend Police Department. Such longevity pays shall be paid in the following amounts in each year:

<u>Cumulative Years of Service on SBPD</u>	<u>Commencement Date</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>



4 – 9 years	Beginning 5 <sup>th</sup> year
10 – 14 years	Beginning 11 <sup>th</sup> year
15 – 19 years	Beginning 16 <sup>th</sup> year
20 – 24 years	Beginning 21 <sup>st</sup> year

- (n) Tuition Reimbursement: Qualifying officers and sworn members of the South Bend Police Department who participate in the Tuition Reimbursement Program shall be entitled to the following maximum dollar amount(s) for approved course tuition:

<u>Course Grade</u>	<u>Maximum Amount Reimbursed by the City of South Bend</u>
A	____ % of tuition costs only up to a maximum of \$ ____
B	____ % of tuition costs only up to a maximum of \$ ____
C	____ % of tuition costs only up to a maximum of \$ ____

Officers and sworn members who wish to participate in this program must give notice to the Services Division Chief prior to registering for a course which has tuition fees, so that funds may be earmarked for potential tuition reimbursement on a "first come, first serve" basis up to the maximum amount budgeted for such purposes for each calendar year by the Common Council. Tuition reimbursement shall be limited to a maximum reimbursement amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per calendar year to any officer or sworn member participating in the program. All governing regulations must be complied with by any officer or sworn member who participates in the program as a condition of being paid any tuition reimbursement.

- (o) Voluntary Physical Fitness Program: The Common Council continues the authorization previously set forth in Ordinance No. 10042-10, Ordinance No. 10192-12, Ordinance No. 10332-14, and Ordinance No. 10472-16 to implement a voluntary physical fitness program, which may have the potential of any officer and/or sworn member of the South Bend Police Department who qualifies under the governing policies and procedures implemented by the Department to earn up to a maximum of one (1) personal day per calendar year. Such personal day may not be used, if such usage results in overtime costs to the City.
- (p) On-Call Duty Pays: Each of the following On-Call Duty Pay categories shall be allotted \_\_\_\_\_ dollars (\$\_\_\_\_\_) per category per year, and shall be divided among the assigned police officers in each of these categories. Such division of pay shall be determined according to the frequency of assigned on-call days in the respective category and shall be paid on a quarterly basis. The On-Call Duty Pay categories are as follows:

All officers assigned to the Investigative Bureau  
Traffic On-Call Diagrammer  
Traffic On-Call Duty Officer

- (q) Life Insurance: The City of South Bend shall continue to provide life insurance coverage on all sworn members and officers of the South Bend Police Department in an amount equal to the amount of the sworn member's and officer's base pay.
- (r) Health Insurance: Each active sworn member and upper level policy makers who are also referred to as officers of the South Bend Police Department who has met the eligibility requirements shall have the opportunity to participate in the City's comprehensive major medical insurance program. The contribution of such individuals shall be no greater than the contribution of other City employees receiving the same benefits, and the level of benefits shall be no less than the level for other City employees.

Benefits for qualifying police pensioners shall not begin until such pensioner or dependent spouse of such pensioner is fifty-two (52) years of age and shall cease when such pensioner or the dependent spouse of such pensioner reaches sixty-five (65) years of age, as further addressed in the Working Agreement, as to be approved by the Board of Public Safety.

#### **Section IV. Severability.**

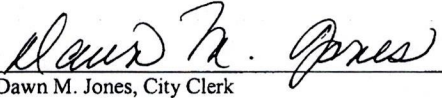
If any part, section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason declared to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

**Section V. Effective Date.**

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

  
\_\_\_\_\_  
Sharon L. McBride, Council President  
South Bend Common Council

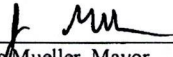
Attest:

  
\_\_\_\_\_  
Dawn M. Jones, 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 26 day of October, 2022, at 2 o'clock p. m.

  
\_\_\_\_\_  
Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the 25<sup>th</sup> day of October, 2022, at 5 o'clock p. m.

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

# BILL NO. 66-23

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

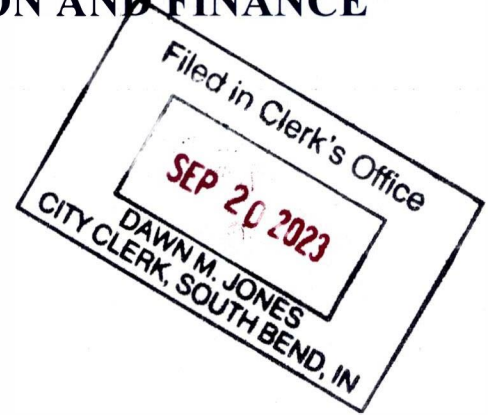


PHONE 574.235.9216  
FAX 574.235.9928

CITY OF SOUTH BEND, IN JAMES MUELLER, MAYOR  
**DEPARTMENT OF ADMINISTRATION AND FINANCE**

September 15, 2023

Ms. Sharon McBride  
President, South Bend Common Council  
4th Floor, County-City Building  
South Bend, IN 46601



RE: Teamster 2024 Salary Ordinance

Dear President McBride:

Attached is an ordinance setting the salaries for City employees that are members of the Teamsters for the calendar year 2024. With the exception of increasing the salary amounts of nine (9) Teamster positions, this bill fully reaffirms the previous salary ordinance, which was in line with the terms of the agreement reached with the Teamsters Local Union No. 364 for the period of January 1, 2022 – December 31, 2024.

I will present this bill to the Common Council at the appropriate committee and council meetings. It is requested that this bill be filed for 1st reading on September 25, 2023, with 2nd reading, public hearing and 3rd reading scheduled for October 9, 2023. If you have any further questions or need additional information, please let me know.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Kyle Willis".

Kyle Willis  
City Controller



Bill No. 66-23

ORDINANCE NO. 10980-23



**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,  
INDIANA, FIXING MAXIMUM WAGES OF TEAMSTER EMPLOYEES FOR  
CALENDAR YEAR 2024.**

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**STATEMENT OF PURPOSE AND INTENT**

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The Common Council of the City of South Bend, Indiana passed Ordinance Number 7997-89 on July 24, 1989, fixing the maximum wages and monetary fringe benefits for Teamsters Local Union No. 364 employees of the City for the calendar years 1990 through 1992. Each subsequent contract cycle, the Common Council has passed an ordinance fixing the maximum wages for Teamster employees following labor negotiations with representatives from the Teamsters Local Union No. 364, most recently on October 11, 2021 in Ordinance Number 10816-21 for the term commencing on January 1, 2022 through December 31, 2024. This most recent ordinance was modified by Council via Ordinance Number 10863-22 on June 27, 2022 and Ordinance Number 10893-22 on October 10, 2022.

This current ordinance fixes the maximum salary of Teamster Employees for Calendar year 2024 in conformity with Ordinance No. 10816-21, as amended by Ordinance Nos. 10863-22 and 10893-22, and re-affirms the terms of that Ordinance for the 2024 fiscal year, apart from increases in the maximum salary of nine (9) Teamster positions for Calendar year 2024 and certain title changes.

This Ordinance is in the best interest of the City and the affected Teamster employees.

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

**SECTION I.** The maximum salary of Teamster Employees for calendar year 2024 is fixed as provided in the attachment, which is incorporated herein by reference. This attachment is in conformity with Ordinance No. 10816-21, as amended by Ordinance Nos. 10863-22 and 10893-22, apart from salary increases and title changes as indicated in the attachment.

**SECTION II.** All other terms, conditions, and provisions of Ordinance No. 10816-21, as amended by Ordinance Nos. 10863-22 and 10893-22, which are attached hereto and incorporated herein by reference, are hereby reaffirmed and approved for calendar 2024 as if fully set forth herein.

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

---

Sharon McBride, Council President  
South Bend Common Council

Attest:

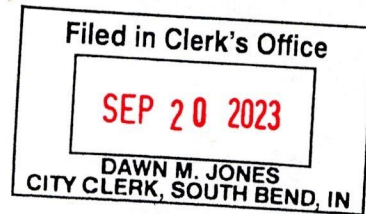
\_\_\_\_\_  
Dawn M. Jones, City Clerk  
Office of the City Clerk

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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_ . m.

\_\_\_\_\_  
Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o'clock \_\_\_\_ . m.

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



**City of South Bend  
2022 - 2024 Teamster Employee Wage Ordinance  
Position Maximum Hourly Pay Rate Levels**

Position	New Position		Title Change		
	Non-Standard Increase	Adding FTE	2.50%	2.00%	2.00%
Position	2021 Rate	2021 Equiv. Rates*	2022 Rate	2023 Rate	2024 Rate
<b>Neighborhood Services Division</b>					
NEAT Crew Operator	18.56	19.58	20.07	20.47	20.88
<b>Equipment Services Division</b>					
Building Maintenance	18.28	18.28	18.74	19.11	22.00
Body Repair IV	20.27	20.27	20.78	21.19	21.62
Body Repair V	21.39	21.39	21.92	22.36	22.81
General Laborer (Janitor)	16.76	16.76	17.18	17.52	20.00
Machinist IV	20.27	22.27	22.83	23.28	29.29
Machinist V	21.42	24.42	25.03	25.53	31.04
Mechanic III	19.72	20.72	21.24	21.66	27.10
Mechanic IV	20.78	22.78	23.35	23.82	29.29
Mechanic V	22.43	25.43	26.07	26.59	32.12
Parts Clerk I	18.24	18.24	18.70	19.07	20.45
Parts Clerk II	18.79	18.79	19.26	19.64	21.04
<b>Police Division</b>					
Police Facility Operations Technician I	16.76	16.76	17.18	17.52	17.87
Police Facility Operations Technician II	18.28	18.28	18.74	19.11	19.49
Police Facility Operations Technician III	21.40	21.40	21.94	22.37	22.82
<b>Solid Waste Division</b>					
Driver	18.98	20.75	21.27	21.69	22.13
<b>Streets &amp; Sewers Division</b>					
<b>Street Work Group</b>					
Equipment Operator I	17.66	17.66	18.10	18.46	18.83
Equipment Operator II	18.29	18.29	18.75	19.12	19.50
Equipment Operator III	19.00	19.00	19.48	19.86	20.26
General Laborer	16.76	16.76	17.18	17.52	17.87
Heavy Equipment Operator I	19.71	19.71	20.20	20.61	21.02
Heavy Equipment Operator II	20.19	20.19	20.69	21.11	21.53
Job Leader	20.79	20.79	21.31	21.74	22.17
<b>Traffic and Lighting Work Group</b>					
Group Leader - Traffic & Lighting	19.30	19.30	19.78	20.18	20.58
Operations Technician	18.54	18.54	19.00	19.38	19.77
Operations Technician - Job Leader	20.79	20.79	21.31	21.74	22.17
Sign Artist	19.42	19.42	19.91	20.30	20.71
Sign Artist - Job Leader	20.79	20.79	21.31	21.74	22.17
Signal Technician I	19.21	19.21	19.69	20.08	20.49
Signal Technician II	20.06	20.06	20.56	20.97	21.39
Signal Technician II - Job Leader	21.25	21.25	21.78	22.22	22.66
Electrician	21.94	21.94	22.49	22.94	23.40
<b>Sewer Work Group</b>					
Concrete Finisher	20.54	20.54	21.05	21.47	21.90
Concrete Finisher Apprentice	18.54	18.54	19.00	19.38	19.77
Heavy Equipment Operator I	19.71	19.71	20.20	20.61	21.02
Job Leader	21.25	21.25	21.78	22.22	22.66
Operator I	17.66	17.66	18.10	18.46	18.83
Operator II	18.29	18.29	18.75	19.12	19.50
Operator III	19.00	19.00	19.48	19.86	20.26
<b>Utilities Division</b>					
<b>Organic Resources Work Group</b>					
Heavy Equipment Operator I	19.71	19.71	20.20	20.61	21.02
Heavy Equipment Operator II	20.19	20.19	20.69	21.11	21.53
Job Leader	21.08	21.08	21.61	22.04	22.48
<b>Wastewater Work Group</b>					
CSO Rep I	19.38	19.38	19.86	20.26	20.67
CSO Rep II	20.19	20.19	20.69	21.11	21.53
Dewater Operator	20.19	20.19	20.69	21.11	21.53
Sanitation Operator	17.62	17.62	18.06	18.42	18.79
General Laborer	16.76	16.76	17.18	17.52	17.87
Janitor	16.88	16.88	17.30	17.65	18.00
Lift Station - Rep I	20.19	20.19	20.69	21.11	21.53
Lift Station - Rep II	21.05	21.05	21.58	22.01	22.45
Maintenance Electrician I	19.02	19.02	19.50	19.89	20.28
Maintenance Electrician II	19.42	19.42	19.91	20.30	20.71



**City of South Bend  
2022 - 2024 Teamster Employee Wage Ordinance  
Position Maximum Hourly Pay Rate Levels**

Position	New Position		Title Change		
	Non-Standard Increase	Adding FTE	2.50%	2.00%	2.00%
Position	2021 Rate	2021 Equiv. Rates*	2022 Rate	2023 Rate	2024 Rate
Maintenance Electrician III	21.05	21.05	21.58	22.01	22.45
Maintenance Electrician IV	21.89	21.89	22.44	22.89	23.34
Maintenance Electrician V	23.23	23.23	23.81	24.29	24.77
Maintenance Lead	23.55	23.55	24.14	24.62	25.11
Maintenance Repair I	19.38	19.38	19.86	20.26	20.67
Maintenance Repair II	20.19	20.19	20.69	21.11	21.53
Maintenance Repair III	21.05	21.05	21.58	22.01	22.45
Maintenance Repair IV	21.89	21.89	22.44	22.89	23.34
Operator - General	20.19	20.19	20.69	21.11	21.53
Operator - Lead	23.55	23.55	24.14	24.62	25.11
Operator - Senior	21.05	21.05	21.58	22.01	22.45
<b>Water Works Division</b>					
Billing Account Specialist I (formerly Customer Service & Billing I)	18.09	18.80	19.27	19.66	22.64
Billing Account Specialist II (formerly Customer Service & Billing II)	18.80	19.27	19.75	20.15	23.17
Customer Service & Billing III - <i>Discontinue</i>	19.27	20.82	21.34	21.77	22.20
Customer Service & Billing IV (new Position Title TBD)	21.23	21.23	21.76	22.20	22.64
Customer Service & Billing V - <i>Discontinue</i>	21.73	21.73	22.27	22.72	23.17
Data Processor	19.27	19.27	19.75	20.15	20.55
Field Repairman / Inspector I	17.97	17.97	18.42	18.79	19.16
Field Repairman / Inspector II	18.66	18.66	19.13	19.51	19.90
Field Repairman / Inspector III	19.73	19.73	20.22	20.63	21.04
Field Repairman / Inspector IV	20.00	20.00	20.50	20.91	21.33
Field Repairman / Inspector V	20.25	20.25	20.76	21.17	21.59
General Laborer	16.76	16.76	17.18	17.52	17.87
Heavy Equipment Operator I	19.71	19.71	20.20	20.61	21.02
Heavy Equipment Operator II	20.44	20.44	20.95	21.37	21.80
Job Leader - Construction & Maintenance	20.75	21.25	21.78	22.22	22.66
Machinist	20.00	20.00	20.50	20.91	21.33
Operations & Maintenance Tech I	17.24	19.34	19.82	20.22	20.62
Operations & Maintenance Tech II	18.34	20.19	20.69	21.11	21.53
Operations & Maintenance Tech III	19.49	21.05	21.58	22.01	22.45
Lead Operations & Maintenance Tech	23.55	23.55	24.14	24.62	25.11
Operator I	17.66	17.66	18.10	18.46	18.83
Operator II	18.29	18.29	18.75	19.12	19.50
<b>Venues Parks &amp; Arts Division</b>					
Arborist I	20.19	20.19	20.69	21.11	21.53
Arborist II	21.94	21.94	22.49	22.94	23.40
Arborist/Weed Control	19.42	19.42	19.91	20.30	20.71
Asst. Greens Superintendent	19.71	19.71	20.20	20.61	21.02
Athletic Field Maintenance	18.39	18.39	18.85	19.23	19.61
Building Maintenance - Custodian & Laborer	16.76	16.76	17.18	17.52	17.87
Building & Structural Maintenance I	21.17	21.17	21.70	22.13	22.58
Building & Structural Maintenance II	21.94	21.94	22.49	22.94	23.40
Construction Maintenance / Carpenter I	20.51	20.51	21.02	21.44	21.87
Construction Maintenance / Carpenter II	21.17	21.17	21.70	22.13	22.58
Construction Maintenance / Carpenter III	21.94	21.94	22.49	22.94	23.40
Construction Maintenance / Mason	21.17	21.17	21.70	22.13	22.58
Construction Maintenance / Welder	21.17	21.17	21.70	22.13	22.58
Electrician - Park	21.94	21.94	22.49	22.94	23.40
Equipment Operator II - Park	18.19	18.19	18.64	19.02	19.40
General Laborer	16.76	16.76	17.18	17.52	17.87
Group Leader - Centralized Mowing					20.71
Group Leader - Co Line Trail					20.71
Group Leader - Howard Park					20.71
Group Leader - Recreation	19.42	19.42	19.91	20.30	20.71
Group Leader - Street Island	19.42	19.42	19.91	20.30	20.71
Group Leader - LaSalle Park					20.71
Group Leader - Leeper	19.42	19.42	19.91	20.30	20.71
Group Leader - Plaza	19.42	19.42	19.91	20.30	20.71
Group Leader - Custodian	19.42	19.42	19.91	20.30	20.71
Head Custodian	17.49	17.49	17.93	18.29	18.65
Heavy Equipment Operator I	19.71	19.71	20.20	20.61	21.02
Heavy Equipment Operator II	20.19	20.19	20.69	21.11	21.53
Job Leader	20.75	20.75	21.27	21.69	22.13
Job Leader - Mower Shop	20.75	20.75	21.27	21.69	22.13
Mechanic IV - Park - Garage	20.26	20.26	20.77	21.18	21.61
Mechanic IV - Park - Golf	20.26	20.26	20.77	21.18	21.61
Operator I	17.66	17.66	18.10	18.46	18.83
Painter IV	19.93	19.93	20.43	20.84	21.25
Plumber IV - Park	21.94	21.94	22.49	22.94	23.40

**City of South Bend  
2022 - 2024 Teamster Employee Wage Ordinance  
Position Maximum Hourly Pay Rate Levels**

Position	New Position	Title Change	2022 Rate	2023 Rate	2024 Rate
	Non-Standard Increase	Adding FTE			
2021 Rate	2021 Rate	2021 Equiv. Rates*	2022 Rate	2023 Rate	2024 Rate

\* 2021 Equivalent Rates are listed for purposes of calculating rates in 2022-2024 only and do not represent wages paid to employees during 2021.

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ORDINANCE No. 10846-21

Passed by the Common Council of the City of South Bend, Indiana \_\_\_\_\_

\_\_\_\_\_ **October 11,** 20 **21**

Attest: *Dawn M. Jones* \_\_\_\_\_ City Clerk  
Dawn M. Jones

Attest: *Case L White* \_\_\_\_\_ President of Common Council

Presented by me to the Mayor of the City of South Bend, Indiana \_\_\_\_\_

\_\_\_\_\_ **October 12,** 20 **21**

*Dawn M. Jones* \_\_\_\_\_ City Clerk  
Dawn M. Jones

Approved and signed by me October 12, 20 21

*J MM* \_\_\_\_\_ Mayor

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SUBSTITUTE BILL NO. 120-21

ORDINANCE NO. 10816-21

Filed in Clerk's Office

OCT 11 2021

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA,  
FIXING MAXIMUM WAGES OF TEAMSTER EMPLOYEES FOR CALENDAR YEARS 2022,  
2023, AND 2024**

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**STATEMENT OF PURPOSE AND INTENT**

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This Ordinance sets forth the monetary aspects of the tentative agreement reached between the City Negotiating Team and the Teamster's Negotiating Team in 2021.

This Ordinance is in the best interest of the City and the affected Teamster employees.

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

**Section I. Maximum Compensation**

- (a) The maximum amounts to be paid as compensation for Teamster employees for the City of South Bend, Indiana are hereby established as set forth in the attachment, which is incorporated herein by reference. The amounts set forth are consistent with the recommended procedure of the State Board of Accounts dated March, 1993. Accordingly, wages are set and paid on a Bi-Weekly basis. Amounts by department and alphabetical position are set forth as well as the hourly wage for each position.

**Section II. Holidays, Vacations and Other Monetary and Fringe Benefits Incorporated by Reference.**

- (a) **Holidays.** Holidays for Teamster employees shall be as set forth in the Collective Bargaining Agreement, incorporated herein by reference.
- (b) **Vacations.** Vacation for Teamster employees shall be as set forth in the Collective Bargaining Agreement, incorporated herein by reference.
- (c) **Insurance.**
- (1) **Comprehensive Major Medical Insurance Program/Preferred Provider Organization (PPO).** The City shall maintain a comprehensive major medical insurance program that all Teamster employees may participate in, subject to the terms of the Collective Bargaining Agreement, incorporated herein by reference.
- (2) **Short and Long Term Disability.** Short and Long Term Disability shall be as set forth in the Collective Bargaining Agreement and the City's Personnel Policies and Procedures Manual, as it may be amended from time to time, which is incorporated herein by reference.
- (3) **Payment for Election to Leave Employer's Comprehensive Major**



**Medical Insurance Program.** The City shall pay one hundred and thirty dollars (\$130) per month to any Employee who elects to leave the City's comprehensive major medical insurance program to be covered by another program for which the City makes no contribution. This election shall not be mandatory, and the Employee who made such election may return to the City's comprehensive major medical Insurance Program, provided that the conditions of the City's Comprehensive Major Medical Insurance Program are met, and the contributions specified herein are made, but in such event said Employee shall forfeit the one hundred and thirty dollars (\$130) payment per month thereafter.

(4) **Life Insurance.** The City shall provide term life insurance coverage in an amount not less than Fifteen Thousand Dollars (\$15,000) for each Teamster employee.

(5) **Benefit Waiting Period.** The City notes that life insurance, comprehensive major Medical Insurance, and short-term disability programs require a minimum of sixty (60) day eligibility period; and that the long-term disability program requires a minimum of a ninety (90) day eligibility period which Teamster employees must meet.

(d) **PERF Contribution.** The City shall contribute one and one half percent (1.5%) of the Employee's required three percent (3%) contribution to the Indiana Public Employee Retirement Fund ("PERF") under Ind. Code 5-10.2-3-2. Employees are responsible for the remaining one and one half percent (1.5%) contribution to PERF.

(e) **Longevity.** In recognition of certain Employee's dedicated service to the City, the following Longevity Bonus Plan is provided according to the contract terms and conditions:

0-5 Years	= \$0.00
6-10 Years	= \$150.00
11-15 Years	= \$200.00
16-20 Years	= \$250.00
21+ Years	= \$350.00

(f) **Other Monetary Fringe Benefits.** All other fringe benefits shall be as set forth in the City's Personnel Policies and Procedures Manual as it may be amended from time to time and the Collective Bargaining Agreement. If there is a conflict between Policy and the Bargaining Agreement, the Bargaining Agreement shall prevail.

(g) **Early Retirement Incentives.** The Mayor shall have discretion to offer an early retirement incentive program that may take the form of a bonus upon retirement for years of service or assistance with health insurance for a retiree who isn't Medicare eligible. Such assistance shall not exceed one (1) year. Any such bonus or assistance must be approved by the Mayor and Controller and are subject to appropriation by the Common Council before any such bonus or assistance may be paid.

I.C. 5-10.2-3-1.2 permits employers to purchase one year for every five years of service for employees in PERF covered positions under certain conditions. The Mayor shall have discretion to offer such early retirement incentive program, pursuant to statute, after consultation with the Controller and after appropriation by

the Common Council.

- (h) **Hiring Bonus.** The Mayor, may, at his/her discretion, offer a Hiring Bonus to a new Teamster employee as an incentive for the employee to accept the position offered. This Bonus will be paid to the employee in addition to the salary set forth in the Salary Ordinance. The range of these monetary bonuses will be from one hundred (\$100) to four thousand dollars (\$4,000).
- (i) **Teamster Recruitment Incentive.** The Mayor, at his/her discretion, to address labor shortages affecting qualified Teamster employees, or for other reasonable cause, may offer to a Teamster employee who verifiably assists in the recruitment and hiring of a new full-time Teamster employee a total payment of Five hundred dollars (\$500.00) which may be payable in incremental sums at the discretion of the Mayor. Further uniform conditions of this payment may be imposed by the Mayor to assure integrity and non-collusion of this incentive program.
- (j) **Definition of Full-Time Employee.** Full-time employees are those employees who are not in a part time status and who are regularly scheduled to work the City of South Bend's full-time scheduled, forty (40) hours per week, or a reduced full-time schedule of thirty (30) hours or more per week as approved by the Mayor on a voluntary basis. Such employees are eligible for the Employer's Benefits Package subject to the terms and conditions and limitations of each benefit program.
- (k) **Definition of Part-Time Employee.** Part-time employees are those employees who are not assigned to a full-time status and who are scheduled to work less than the City of South Bend's full-time schedule, not to exceed one thousand five hundred eight (1,508) hours per year. While they do receive certain mandated benefits (such as worker's compensation and social security benefits), they are not eligible for other City benefit programs.

**Section III.**

**Additional Appropriation and State of Indiana Approval**

Any appropriation for PERF contributions required by this ordinance are approved by the Common Council, and the Mayor or his designee is authorized to execute any documents related thereto required by any agency of the State of Indiana.

**Section IV.**

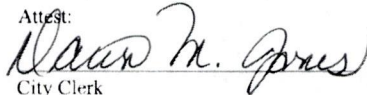
**Effective Date**

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



Karen L. White, President  
South Bend Common Council

Attest:

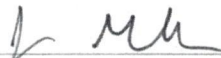


City Clerk

Presented by me to the Mayor of the City of South Bend, Indiana on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ m.

  
City Clerk

Approved and signed by me on the 12<sup>th</sup> day of October, 2021, at \_\_\_\_\_ o'clock p.m.

  
Mayor, City of South Bend, Indiana

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

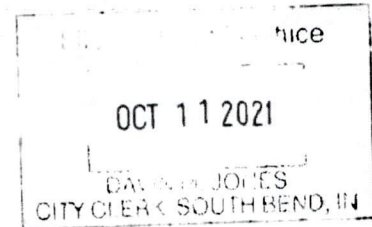


PHONE 574.235.9216  
FAX 574.235.9928

CITY OF SOUTH BEND, IN JAMES MUELLER, MAYOR  
**DEPARTMENT OF ADMINISTRATION AND FINANCE**

October 7, 2021

Ms. Karen White  
President, South Bend Common Council  
4th Floor, County-City Building  
South Bend, IN 46601



RE: Substitute Bill 120-21 Teamster 2022 Salary Ordinance

Dear President White:

Attached is a substitute ordinance setting the salaries for City employees that are members of the Teamsters for the calendar year 2022. Following successful negotiations with the Teamsters Local Union No. 364, we request approval of this substitute bill.

This substitute bill fills in previously blank items regarding wage rates and benefits terms, which were a part of the negotiated agreement with the union. This substitute bill also adds provisions for a discretionary mayoral hire bonus for new Teamster drivers, and a new driver recruitment compensation plan similar to that of the Police Department.

I will present this bill to the Common Council at the appropriate committee and council meetings. If you have any further questions or need additional information, please let me know.

Thank you for your consideration.

Sincerely,

Daniel T. Parker  
City Controller



Filed in Clerk's Office

OCT 11 2021

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

**City of South Bend  
2022 - 2024 Teamster Employee Wage Ordinance  
Position Maximum Hourly Pay Rate Levels**

Position	2021 Rate	2021 Equiv. Rates*	2.50%	2.00%	2.00%
			2022 Rate	2023 Rate	2024 Rate
<b>Neighborhood Services Division</b>					
NEAT Crew Operator	18.56	19.58	20.07	20.47	20.88
<b>Equipment Services Division</b>					
Building Maintenance	18.28	18.28	18.74	19.11	19.49
Body Repair IV	20.27	20.27	20.78	21.19	21.62
Body Repair V	21.39	21.39	21.92	22.36	22.81
General Laborer (Janitor)	16.76	16.76	17.18	17.52	17.87
Machinist IV	20.27	22.27	22.83	23.28	23.75
Machinist V	21.42	24.42	25.03	25.53	26.04
Mechanic III	19.72	20.72	21.24	21.66	22.10
Mechanic IV	20.78	22.78	23.35	23.82	24.29
Mechanic V	22.43	25.43	26.07	26.59	27.12
Parts Clerk I	18.24	18.24	18.70	19.07	19.45
Parts Clerk II	18.79	18.79	19.26	19.64	20.04
<b>Police Division</b>					
Police Facility Operations Technician I	16.76	16.76	17.18	17.52	17.87
Police Facility Operations Technician II	18.28	18.28	18.74	19.11	19.49
Police Facility Operations Technician III	21.40	21.40	21.94	22.37	22.82
<b>Solid Waste Division</b>					
Driver	18.98	20.75	21.27	21.69	22.13
<b>Streets &amp; Sewers Division</b>					
<b>Street Work Group</b>					
Equipment Operator I	17.66	17.66	18.10	18.46	18.83
Equipment Operator II	18.29	18.29	18.75	19.12	19.50
Equipment Operator III	19.00	19.00	19.48	19.86	20.26
General Laborer	16.76	16.76	17.18	17.52	17.87
Heavy Equipment Operator I	19.71	19.71	20.20	20.61	21.02
Heavy Equipment Operator II	20.19	20.19	20.69	21.11	21.53
Job Leader	20.79	20.79	21.31	21.74	22.17
<b>Traffic and Lighting Work Group</b>					
Group Leader - Traffic & Lighting	19.30	19.30	19.78	20.18	20.58
Operations Technician	18.54	18.54	19.00	19.38	19.77
Operations Technician - Job Leader	20.79	20.79	21.31	21.74	22.17
Sign Artist	19.42	19.42	19.91	20.30	20.71
Sign Artist - Job Leader	20.79	20.79	21.31	21.74	22.17
Signal Technician I	19.21	19.21	19.69	20.08	20.49
Signal Technician II	20.06	20.06	20.56	20.97	21.39
Signal Technician II - Job Leader	21.25	21.25	21.78	22.22	22.66
Electrician	21.94	21.94	22.49	22.94	23.40
<b>Sewer Work Group</b>					
Concrete Finisher	20.54	20.54	21.05	21.47	21.90
Concrete Finisher Apprentice	18.54	18.54	19.00	19.38	19.77
Heavy Equipment Operator I	19.71	19.71	20.20	20.61	21.02
Job Leader	21.25	21.25	21.78	22.22	22.66
Operator I	17.66	17.66	18.10	18.46	18.83
Operator II	18.29	18.29	18.75	19.12	19.50
Operator III	19.00	19.00	19.48	19.86	20.26

**City of South Bend**  
**2022 - 2024 Teamster Employee Wage Ordinance**  
**Position Maximum Hourly Pay Rate Levels**

Position	2021 Rate	2021 Equiv. Rates*	2.50%	2.00%	2.00%
			2022 Rate	2023 Rate	2024 Rate
<b>Utilities Division</b>					
<b>Organic Resources Work Group</b>					
Heavy Equipment Operator I	19.71	19.71	20.20	20.61	21.02
Heavy Equipment Operator II	20.19	20.19	20.69	21.11	21.53
Job Leader	21.08	21.08	21.61	22.04	22.48
<b>Wastewater Work Group</b>					
CSO Rep I	19.38	19.38	19.86	20.26	20.67
CSO Rep II	20.19	20.19	20.69	21.11	21.53
Dewater Operator	20.19	20.19	20.69	21.11	21.53
Sanitation Operator	17.62	17.62	18.06	18.42	18.79
General Laborer	16.76	16.76	17.18	17.52	17.87
Janitor	16.88	16.88	17.30	17.65	18.00
Lift Station - Rep I	20.19	20.19	20.69	21.11	21.53
Lift Station - Rep II	21.05	21.05	21.58	22.01	22.45
Maintenance Electrician I	19.02	19.02	19.50	19.89	20.28
Maintenance Electrician II	19.42	19.42	19.91	20.30	20.71
Maintenance Electrician III	21.05	21.05	21.58	22.01	22.45
Maintenance Electrician IV	21.89	21.89	22.44	22.89	23.34
Maintenance Electrician V	23.23	23.23	23.81	24.29	24.77
Maintenance Lead	23.55	23.55	24.14	24.62	25.11
Maintenance Repair I	19.38	19.38	19.86	20.26	20.67
Maintenance Repair II	20.19	20.19	20.69	21.11	21.53
Maintenance Repair III	21.05	21.05	21.58	22.01	22.45
Maintenance Repair IV	21.89	21.89	22.44	22.89	23.34
Operator - General	20.19	20.19	20.69	21.11	21.53
Operator - Lead	23.55	23.55	24.14	24.62	25.11
Operator - Senior	21.05	21.05	21.58	22.01	22.45
<b>Water Works Division</b>					
Customer Service & Billing I	18.09	18.80	19.27	19.66	20.05
Customer Service & Billing II	18.80	19.27	19.75	20.15	20.55
Customer Service & Billing III	19.27	20.82	21.34	21.77	22.20
Customer Service & Billing IV	21.23	21.23	21.76	22.20	22.64
Customer Service & Billing V	21.73	21.73	22.27	22.72	23.17
Data Processor	19.27	19.27	19.75	20.15	20.55
Field Repairman / Inspector I	17.97	17.97	18.42	18.79	19.16
Field Repairman / Inspector II	18.66	18.66	19.13	19.51	19.90
Field Repairman / Inspector III	19.73	19.73	20.22	20.63	21.04
Field Repairman / Inspector IV	20.00	20.00	20.50	20.91	21.33
Field Repairman / Inspector V	20.25	20.25	20.76	21.17	21.59
General Laborer	16.76	16.76	17.18	17.52	17.87
Heavy Equipment Operator I	19.71	19.71	20.20	20.61	21.02
Heavy Equipment Operator II	20.44	20.44	20.95	21.37	21.80
Job Leader - Construction & Maintenance	20.75	21.25	21.78	22.22	22.66
Machinist	20.00	20.00	20.50	20.91	21.33
Operations & Maintenance Tech I	17.24	19.34	19.82	20.22	20.62
Operations & Maintenance Tech II	18.34	20.19	20.69	21.11	21.53
Operations & Maintenance Tech III	19.49	21.05	21.58	22.01	22.45
Lead Operations & Maintenance Tech	23.55	23.55	24.14	24.62	25.11
Operator I	17.66	17.66	18.10	18.46	18.83
Operator II	18.29	18.29	18.75	19.12	19.50

**City of South Bend**  
**2022 - 2024 Teamster Employee Wage Ordinance**  
**Position Maximum Hourly Pay Rate Levels**

Position	2021 Rate	2021 Equiv. Rates*	2.50%	2.00%	2.00%
			2022 Rate	2023 Rate	2024 Rate
<b>Venues Parks &amp; Arts Division</b>					
Arborist I	20.19	20.19	20.69	21.11	21.53
Arborist II	21.94	21.94	22.49	22.94	23.40
Arborist/Weed Control	19.42	19.42	19.91	20.30	20.71
Asst. Greens Superintendent	19.71	19.71	20.20	20.61	21.02
Athletic Field Maintenance	18.39	18.39	18.85	19.23	19.61
Building Maintenance - Custodian & Laborer	16.76	16.76	17.18	17.52	17.87
Building & Structural Maintenance I	21.17	21.17	21.70	22.13	22.58
Building & Structural Maintenance II	21.94	21.94	22.49	22.94	23.40
Construction Maintenance / Carpenter I	20.51	20.51	21.02	21.44	21.87
Construction Maintenance / Carpenter II	21.17	21.17	21.70	22.13	22.58
Construction Maintenance / Carpenter III	21.94	21.94	22.49	22.94	23.40
Construction Maintenance / Mason	21.17	21.17	21.70	22.13	22.58
Construction Maintenance / Welder	21.17	21.17	21.70	22.13	22.58
Electrician - Park	21.94	21.94	22.49	22.94	23.40
Equipment Operator II - Park	18.19	18.19	18.64	19.02	19.40
General Laborer	16.76	16.76	17.18	17.52	17.87
Group Leader - Recreation	19.42	19.42	19.91	20.30	20.71
Group Leader - Street Island	19.42	19.42	19.91	20.30	20.71
Group Leader - Leeper	19.42	19.42	19.91	20.30	20.71
Group Leader - Plaza	19.42	19.42	19.91	20.30	20.71
Group Leader - Custodian	19.42	19.42	19.91	20.30	20.71
Head Custodian	17.49	17.49	17.93	18.29	18.65
Heavy Equipment Operator I	19.71	19.71	20.20	20.61	21.02
Heavy Equipment Operator II	20.19	20.19	20.69	21.11	21.53
Job Leader	20.75	20.75	21.27	21.69	22.13
Job Leader - Mower Shop	20.75	20.75	21.27	21.69	22.13
Mechanic IV - Park - Garage	20.26	20.26	20.77	21.18	21.61
Mechanic IV - Park- Golf	20.26	20.26	20.77	21.18	21.61
Operator I	17.66	17.66	18.10	18.46	18.83
Painter IV	19.93	19.93	20.43	20.84	21.25
Plumber IV - Park	21.94	21.94	22.49	22.94	23.40

\* 2021 Equivalent Rates are listed for purposes of calculating rates in 2022-2024 only and do not represent wages paid to employees during 2021.



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ORDINANCE No. 10863-22

Passed by the Common Council of the City of South Bend, Indiana \_\_\_\_\_

\_\_\_\_\_ June 27, 20<sup>22</sup>\_\_\_\_\_

Attest: Dawn M. Jones \_\_\_\_\_ City Clerk  
Dawn M. Jones

Attest: Sharon L. McBride \_\_\_\_\_ President of Common Council

Presented by me to the Mayor of the City of South Bend, Indiana \_\_\_\_\_

\_\_\_\_\_ June <sup>28</sup>27, 20<sup>22</sup>\_\_\_\_\_

Dawn M. Jones \_\_\_\_\_ City Clerk  
Dawn M. Jones

Approved and signed by me June 29, 20<sup>22</sup>\_\_\_\_\_

[Signature] \_\_\_\_\_ Mayor

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**BILL NO. 27-22**

**ORDINANCE NO. 10863-22**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA,  
AMENDING ORDINANCE NO. 10816-21, WHICH FIXED MAXIMUM WAGES OF  
TEAMSTER EMPLOYEES FOR CALENDAR YEARS 2022, 2023, AND 2024, TO ADD A  
PROVISION FOR A CITY RESIDENCY INCENTIVE**

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**STATEMENT OF PURPOSE AND INTENT**

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The Common Council of the City of South Bend, Indiana passed Ordinance Number 7997-89 on July 24, 1989, fixing the maximum wages and monetary fringe benefits for Teamsters Local Union No. 364 employees of the City for the calendar years 1990 through 1992. Each subsequent contract cycle, the Common Council has passed an ordinance fixing the maximum wages for Union employees, most recently on October 11, 2021 in Ordinance Number 10816-21 for the term commencing on January 1, 2022 through December 31, 2024.

Subsequent to this most recent ordinance adoption, on May 24, 2022, the City's Board of Public Works and the Teamsters Union executed a Memorandum of Understanding which requests that the Common Council amend Ordinance Number 10816-21 to provide for a City Residency Incentive for full-time Teamster employees who establish and maintain legal residence within the City of South Bend city limits. This ordinance provides for the establishment of that incentive within Section II.d.

This Ordinance is in the best interest of the City and the affected Teamster employees.

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

**Section I.      Maximum Compensation**

- (a)      The maximum amounts to be paid as compensation for Teamster employees for the City of South Bend, Indiana are hereby established as set forth in the attachment, which is incorporated herein by reference. The amounts set forth are consistent with the recommended procedure of the State Board of Accounts dated March, 1993. Accordingly, wages are set and paid on a Bi-Weekly basis. Amounts by department and alphabetical position are set forth as well as the hourly wage for each position.

**Section II.      Holidays, Vacations and Other Monetary and Fringe Benefits Incorporated by Reference.**

- (a)      **Holidays.** Holidays for Teamster employees shall be as set forth in the Collective Bargaining Agreement, incorporated herein by reference.
- (b)      **Vacations.** Vacation for Teamster employees shall be as set forth in the Collective Bargaining Agreement, incorporated herein by reference.

31, 2022. Employees who relocate to South Bend city limits during 2022 shall receive a prorated amount of this bonus for each month they remain employed and reside within South Bend city limits during 2022.

**Section III.**

**Additional Appropriation and State of Indiana Approval**

Any appropriation for PERF contributions required by this ordinance are approved by the Common Council, and the Mayor or his designee is authorized to execute any documents related thereto required by any agency of the State of Indiana.

**Section IV.**

**Effective Date**

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

*Sharon L. McBride*

Sharon McBride, Council President  
South Bend Common Council

Attest

*Dawn M. Jones*  
Dawn M. Jones, City Clerk  
Office of the City Clerk

Presented by me to the Mayor of the City of South Bend, Indiana on the 28 day of June, 2022, at 11 o'clock a. m.

*Dawn M. Jones*  
Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the 29<sup>th</sup> day of June, 2022, at 1 o'clock p. m.

*J. Mueller*  
James Mueller, Mayor  
City of South Bend

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ORDINANCE No. 10893-22

Passed by the Common Council of the City of South Bend, Indiana \_\_\_\_\_

October 10, 20 22

Attest: Dawn M. Jones City Clerk  
Dawn M. Jones

Attest: Sharon McBride President of Common Council

Presented by me to the Mayor of the City of South Bend, Indiana \_\_\_\_\_

October 11, 20 22

Dawn M. Jones City Clerk  
Dawn M. Jones

Approved and signed by me October 17, 20 22

J M Mayor

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ORDINANCE NO. 10893-22

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, FIXING MAXIMUM WAGES OF TEAMSTER EMPLOYEES FOR CALENDAR YEAR 2023 IN CONFORMITY WITH ORDINANCE NO. 10863-22 AND AMENDING THE CITY RESIDENCY INCENTIVE AT SECTION II (I) OF THAT ORDINANCE**

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**STATEMENT OF PURPOSE AND INTENT**

---

The Common Council of the City of South Bend, Indiana passed Ordinance Number 7997-89 on July 24, 1989, fixing the maximum wages and monetary fringe benefits for Teamsters Local Union No. 364 employees of the City for the calendar years 1990 through 1992. Each subsequent contract cycle, the Common Council has passed an ordinance fixing the maximum wages for Teamster employees following labor negotiations with representatives from the Teamsters Local Union No. 364, most recently on October 11, 2021 in Ordinance Number 10816-21 for the term commencing on January 1, 2022 through December 31, 2024. This most recent ordinance was modified by Council via Ordinance Number 10863-22 on June 27, 2022.

This current ordinance fixes the maximum salary of Teamster Employees for Calendar year 2023 in conformity with Ordinance No. 10863-22 and reaffirms the terms of that Ordinance for the 2023 fiscal year with one change: the City residency incentive described in Section II.1 is increased from a maximum of \$1,000 to a maximum of \$2,000.

This Ordinance is in the best interest of the City and the affected Teamster employees.

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

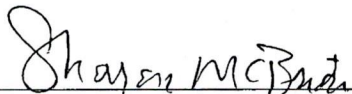
**SECTION I.** The maximum salary of Teamster Employees for calendar year 2023 is fixed as provided in the attachment referenced in Section I of Ordinance No. 10863-22 which is attached hereto and incorporated herein by reference.

**SECTION II.** The City Residency Incentive for Teamster Employees as provided in subpart (I) of Ordinance No. 10863-22 is amended for calendar year 2023 to read in its entirety as follows:

- (I) **City Residency Incentive.** Full-time Teamster employees who establish and maintain legal residence within the City of South Bend city limits, reside on a continuous, permanent basis within the South Bend city limits, and comply with all regulations and requirements described in the Employee Handbook on this topic shall be entitled to a monetary bonus of Two Thousand Dollars (\$2,000.00) in 2023. Employees shall receive the full amount of this bonus if they remain employed and reside in the City of South Bend city limits from January 1, 2023 through December 31, 2023. Employees who relocate to South Bend city limits during 2023 shall receive a prorated amount of this bonus for each month they remain employed and reside within South Bend city limits during 2023.

**SECTION III.** All other terms, conditions, and provisions of Ordinance No. 10863-22 are hereby reaffirmed and approved for calendar 2023 as if fully set forth herein.

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

  
\_\_\_\_\_  
Sharon L. McBride, Council President  
South Bend Common Council



Attest:

Dawn M. Jones

Dawn M. Jones, 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 11<sup>th</sup> day of October, 2021, at 11 o'clock a. m.

Dawn M. Jones

Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the 17<sup>th</sup> day of October, 2021, at 5 o'clock p. m.

J. Mueller

James Mueller, Mayor  
City of South Bend, Indiana

# SUBSTITUTE BILL NO. 67-23

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



PHONE 574.235.9216

FAX 574.235.9928

Filed in Clerk's Office

OCT 05 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

CITY OF SOUTH BEND, IN JAMES MUELLER, MAYOR

## DEPARTMENT OF ADMINISTRATION AND FINANCE

October 5, 2023

Ms. Sharon McBride  
President, South Bend Common Council  
4th Floor, County-City Building  
South Bend, IN 46601

RE: Substitute Re-Affirmation of the Annual Pay and Monetary Fringe Benefits of the South Bend Fire Department

Dear President McBride:

On December 13, 2021, the South Bend Common Council passed Ordinance No. 10831-21 (superseding 10820-21), which established the annual pay and monetary fringe benefits for all sworn members of the South Bend Fire Department for calendar years 2022, 2023, and 2024. This action followed successful labor negotiations between the City Advisory Negotiating Team working with our Agents who negotiated with the Fire Union Negotiating Team and their Agent.

The change made in this substitute bill was to clarify the highest tier of longevity pay in the chart begins for the "Lead" on the Ambulance once an employee has completed 9 years.

I will present this bill to the Common Council at the appropriate committee and council meetings. If you have any further questions or need additional information, please let me know.

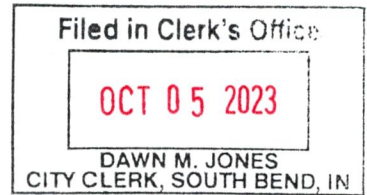
Thank you for your consideration.

Sincerely,

Kyle Willis  
City Controller

**SUBSTITUTE BILL NO. 67-23**

**ORDINANCE NO. 10981-23**



**A SUBSTITUTE ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, FIXING THE ANNUAL PAY AND MONETARY FRINGE BENEFITS OF SWORN MEMBERS OF THE SOUTH BEND FIRE DEPARTMENT FOR CALENDAR YEAR 2024 IN CONFORMITY WITH ORDINANCE NOS. 10820-21 AND 10831-21 AND AMENDING AND CLARIFYING THE LONGEVITY PAY AT SECTION VII OF THESE ORDINANCES**

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**STATEMENT OF PURPOSE AND INTENT**

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In 2021, the South Bend Common Council, pursuant to *Indiana Code* § 36-8-3-3 (d), established the annual compensation and monetary fringe benefits of the South Bend Fire Department via Ordinance Number 10820-21, passed on October 25, 2021 and subsequently amended by Ordinance Number 10831-21, passed on December 13, 2021. These ordinances followed successful negotiation of a collective bargaining agreement with members of the South Bend Firefighter's Association Local No. 362 for the three calendar years beginning January 1, 2022 and ending December 31, 2024.

This current ordinance fixes the annual pay and monetary fringe benefits of sworn members of the South Bend Fire Department for Calendar year 2024, and also establishes maximum annual pay and monetary fringe benefits for upper level policy making positions in the South Bend Fire Department, in conformity with Ordinance Number 10820-21, subsequently amended by Ordinance Number 10831-21, and reaffirms the terms of those Ordinances for the 2024 fiscal year with one change: a clarification of the Longevity pay described in Section VII to ensure the Ordinance language more clearly aligns with the collective bargaining agreement.

This Ordinance is in the best interest of the City and the affected South Bend Fire Department employees.

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

**SECTION I.** The annual pay and monetary fringe benefits of sworn members of the South Bend Fire Department, including all upper level policy making positions in the Department, are hereby fixed and re-affirmed for the 2024 calendar year as per Ordinance Number 10820-21, passed on October 25, 2021 and subsequently amended by Ordinance Number 10831-21, passed on December 13, 2021, which originally established the annual pay and monetary fringe benefits. A copy of Ordinance Nos. 10820-21 and 10831-21 are attached hereto, incorporated herein by reference, and reaffirmed in their entirety, except as set forth in Section II below.



**SECTION II.** Longevity pay for sworn members of the South Bend Fire Department, as provided in Section VII of Ordinance Nos. 10820-21 and 10831-21, is amended for calendar year 2024 as follows:

**Longevity Pay.**

(a) The Common Council hereby continues a longevity program for qualifying sworn members of the South Bend Fire Department.

(b) Qualifying sworn members of the South Bend Fire Department holding the rank of First Class Firefighter and above, who are employed by the South Bend Fire Department shall receive additional compensation in recognition of the cumulative years of service on the South Bend Fire Department. For the purposes of Longevity Pay described in this subsection, "Years of Service" shall be calculated from the date on which a firefighter was sworn in and accrue upon the passing of the anniversary of said date. Such longevity pay shall be earned upon completion of the number of years indicated below, paid in a lump sum in the last payroll period in each of the months of December, listed below and shall be attributed to the annual salary base for pension purposes. Longevity pay shall be as follows:

Cumulative Years of Service on SBFD:

<b>Longevity Pay</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<u>5-9-6-10</u> Years of Service	\$ 300	\$ 300	\$ 300
<u>10-14-11-15</u> Years of Service	\$ 600	\$ 600	\$ 600
<u>15-19-16-20</u> Years of Service	\$ 1,900	\$ 1,900	\$ 1,900
<u>20-24-21-25</u> Years of Service	\$ 3,400	\$ 3,400	\$ 3,400
<u>25+26+</u> Years of Service	\$ 6,500	\$ 7,250	\$ 8,300

(c) Qualifying sworn members of the South Bend Fire Department holding the rank designation of 'Lead' on the Ambulance in the South Bend Fire Department shall receive additional compensation in recognition of the cumulative years of service, earned upon completion of the number of years indicated below, calculated from a firefighter's designation as a "Lead." Such longevity pay shall be divided into bi-weekly payments over the year. Longevity pay shall be as follows:

<b>Longevity Pay</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<u>0-1-1-2</u> Years of Service	\$ 550	\$ 550	\$ 550
<u>2-4-2-5</u> Years of Service	\$ 1,200	\$ 1,200	\$ 1,200
<u>5-8-5-10</u> Years of Service	\$ 1,800	\$ 1,800	\$ 1,800
<u>9-10+</u> Years of Service	\$ 2,400	\$ 2,400	\$ 2,400

**SECTION III.** All other terms, conditions, and provisions of Ordinance Number 10820-21, subsequently amended by Ordinance Number 10831-21, are hereby reaffirmed and approved for calendar year 2024 as if fully set forth herein.



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

\_\_\_\_\_  
Sharon McBride, Council President  
South Bend Common Council

Attest:

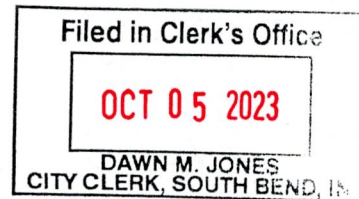
\_\_\_\_\_  
Dawn M. Jones, City Clerk  
Office of the City Clerk

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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
Dawn M. Jones, City Clerk  
Office of the City Clerk

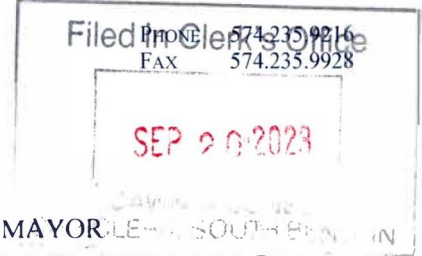
Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o'clock \_\_\_\_\_.m.

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



# BILL NO. 67-23

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



CITY OF SOUTH BEND, IN JAMES MUELLER, MAYOR

## DEPARTMENT OF ADMINISTRATION AND FINANCE

September 15, 2023

Ms. 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, FIXING THE ANNUAL PAY AND MONETARY FRINGE BENEFITS OF SWORN MEMBERS OF THE SOUTH BEND FIRE DEPARTMENT FOR CALENDAR YEAR 2024 IN CONFORMITY WITH ORDINANCE NOS. 10820-21 AND 10831-21 AND AMENDING AND CLARIFYING THE LONGEVITY PAY AT SECTION VII OF THESE ORDINANCES

Dear President McBride:

On December 13, 2021, the South Bend Common Council passed Ordinance No. 10831-21 (superseding 10820-21), which established the annual pay and monetary fringe benefits for all sworn members of the South Bend Fire Department for calendar years 2022, 2023, and 2024. This action followed successful labor negotiations between the City Advisory Negotiating Team working with our Agents who negotiated with the Fire Union Negotiating Team and their Agent.

All annual pay amounts and monetary fringe benefits set forth in the proposed 2024 budget for the Fire Department reflect the exact amounts originally established in Ordinance No. 10831-21. The attached ordinance re-affirms all of those monetary amounts and programs for the 2024 calendar year, which were originally part of the 3-year agreement, with one change to clarify the description of Longevity pay described in Section VII.

I will present this bill to the Common Council at the appropriate committee and council meetings. It is requested that this bill be filed for 1st reading on September 25, 2023, with 2nd reading, public hearing and 3rd reading scheduled for October 9, 2023. If you have any further questions or need additional information, please let me know.

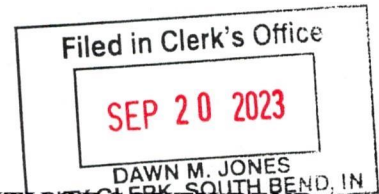
Thank you for your consideration.

Sincerely,

Kyle Willis  
City Controller

**BILL NO. 67-23**

**ORDINANCE NO. 10981-23**



**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, FIXING THE ANNUAL PAY AND MONETARY FRINGE BENEFITS OF SWORN MEMBERS OF THE SOUTH BEND FIRE DEPARTMENT FOR CALENDAR YEAR 2024 IN CONFORMITY WITH ORDINANCE NOS. 10820-21 AND 10831-21 AND AMENDING AND CLARIFYING THE LONGEVITY PAY AT SECTION VII OF THESE ORDINANCES**

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**STATEMENT OF PURPOSE AND INTENT**

---

In 2021, the South Bend Common Council, pursuant to *Indiana Code* § 36-8-3-3 (d), established the annual compensation and monetary fringe benefits of the South Bend Fire Department via Ordinance Number 10820-21, passed on October 25, 2021 and subsequently amended by Ordinance Number 10831-21, passed on December 13, 2021. These ordinances followed successful negotiation of a collective bargaining agreement with members of the South Bend Firefighter's Association Local No. 362 for the three calendar years beginning January 1, 2022 and ending December 31, 2024.

This current ordinance fixes the annual pay and monetary fringe benefits of sworn members of the South Bend Fire Department for Calendar year 2024, and also establishes maximum annual pay and monetary fringe benefits for upper level policy making positions in the South Bend Fire Department, in conformity with Ordinance Number 10820-21, subsequently amended by Ordinance Number 10831-21, and reaffirms the terms of those Ordinances for the 2024 fiscal year with one change: a clarification of the Longevity pay described in Section VII to ensure the Ordinance language more clearly aligns with the collective bargaining agreement.

This Ordinance is in the best interest of the City and the affected South Bend Fire Department employees.

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

**SECTION I.** The annual pay and monetary fringe benefits of sworn members of the South Bend Fire Department, including all upper level policy making positions in the Department, are hereby fixed and re-affirmed for the 2024 calendar year as per Ordinance Number 10820-21, passed on October 25, 2021 and subsequently amended by Ordinance Number 10831-21, passed on December 13, 2021, which originally established the annual pay and monetary fringe benefits. A copy of Ordinance Nos. 10820-21 and 10831-21 are attached hereto, incorporated herein by reference, and reaffirmed in their entirety, except as set forth in Section II below.



**SECTION II.** Longevity pay for sworn members of the South Bend Fire Department, as provided in Section VII of Ordinance Nos. 10820-21 and 10831-21, is amended for calendar year 2024 as follows:

**Longevity Pay.**

(a) The Common Council hereby continues a longevity program for qualifying sworn members of the South Bend Fire Department.

(b) Qualifying sworn members of the South Bend Fire Department holding the rank of First Class Firefighter and above, who are employed by the South Bend Fire Department shall receive additional compensation in recognition of the cumulative years of service on the South Bend Fire Department. For the purposes of Longevity Pay described in this subsection, “Years of Service” shall be calculated from the date on which a firefighter was sworn in and accrue upon the passing of the anniversary of said date. Such longevity pay shall be earned upon completion of the number of years indicated below, paid in a lump sum in the last payroll period in each of the months of December, listed below and shall be attributed to the annual salary base for pension purposes. Longevity pay shall be as follows:

Cumulative Years of Service on SBFD:

<b>Longevity Pay</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<del>5-9</del> 6-10 Years of Service	\$ 300	\$ 300	\$ 300
<del>10-14</del> 11-15 Years of Service	\$ 600	\$ 600	\$ 600
<del>15-19</del> 16-20 Years of Service	\$ 1,900	\$ 1,900	\$ 1,900
<del>20-24</del> 21-25 Years of Service	\$ 3,400	\$ 3,400	\$ 3,400
<del>25+</del> 26+ Years of Service	\$ 6,500	\$ 7,250	\$ 8,300

(c) Qualifying sworn members of the South Bend Fire Department holding the ~~rank~~ designation of ‘Lead’ on the Ambulance in the South Bend Fire Department shall receive additional compensation in recognition of the cumulative years of service, earned upon completion of the number of years indicated below, calculated from a firefighter’s designation as a “Lead.” Such longevity pay shall be divided into bi-weekly payments over the year. Longevity pay shall be as follows:

<b>Longevity Pay</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<del>0-1</del> 2 Years of Service	\$ 550	\$ 550	\$ 550
<del>2-4</del> 5 Years of Service	\$ 1,200	\$ 1,200	\$ 1,200
<del>5-9</del> 5-10 Years of Service	\$ 1,800	\$ 1,800	\$ 1,800
10+ Years of Service	\$ 2,400	\$ 2,400	\$ 2,400



**SECTION III.** All other terms, conditions, and provisions of Ordinance Number 10820-21, subsequently amended by Ordinance Number 10831-21, are hereby reaffirmed and approved for calendar year 2024 as if fully set forth herein.

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

\_\_\_\_\_  
Sharon McBride, President,  
South Bend Common Council

Attest:

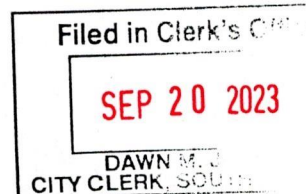
\_\_\_\_\_  
Dawn M. Jones, City Clerk

Presented by me to the Mayor of the City of South Bend, Indiana on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M.

\_\_\_\_\_  
Dawn M. Jones, City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ m.

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



Filed in City  
**SEP 20 2023**  
DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

**ORDINANCE No. 10820-21**

*Passed by the Common Council of the City of South Bend, Indiana* \_\_\_\_\_

\_\_\_\_\_ **October 25,** 20 **21**

Attest: *Dawn M. Jones* \_\_\_\_\_ *City Clerk*  
*Dawn M. Jones*

Attest: *Karen L White* \_\_\_\_\_ *President of Common Council*

*Presented by me to the Mayor of the City of South Bend, Indiana* \_\_\_\_\_

\_\_\_\_\_ **October 26,** 20 **21**

*Dawn M. Jones* \_\_\_\_\_ *City Clerk*  
*Dawn M. Jones*

*Approved and signed by me* October 27, 20 21

*J. M. ...* \_\_\_\_\_ *Mayor*

**SUBSTITUTE BILL NO. 124-21**

**ORDINANCE NO. 10820-21**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,  
INDIANA, FIXING THE ANNUAL PAY AND MONETARY FRINGE BENEFITS OF  
SWORN MEMBERS OF THE SOUTH BEND FIRE DEPARTMENT FOR CALENDAR  
YEAR 2022**

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**STATEMENT OF PURPOSE AND INTENT**

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The South Bend Common Council, pursuant to *Indiana Code* § 36-8-3-3 (d) is charged with establishing, before November 1<sup>st</sup>, the annual compensation of the South Bend Fire Department. The City of South Bend has failed to negotiate a collective bargaining agreement with members of the South Bend Firefighter's Association Local No. 362 for the calendar year beginning January 1, 2022 and ending December 31, 2022. Failing this, the Council sets this interim bill fixing annual pay.

This ordinance sets forth the items which fix the annual pay and salaries of the sworn members of the South Bend Fire Department; including salaries for upper level policy making positions in the department as defined in *Indiana Code* § 36-8-1-12; and other monetary fringe benefits.

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

**Section I. Recognition.**

The South Bend Common Council recognizes the negotiating team which represents the South Bend Firefighters' Association Local No. 362 of the International Association of Firefighters, AFL-CIO, as the sole bargaining agent for the sworn members of the South Bend Fire Department for purposes of negotiating annual pay, monetary fringe benefits and other monetary items which are addressed in this ordinance, excepting the Fire Chief, the Assistant Fire Chiefs, and the Battalion Chiefs, who are governed by *Indiana Code* §.36-8-1-12.

**Section II. Annual Maximum Salaries.**

(a) **Definitions:** For purposes of this ordinance, "Salary Classifications" mean Categories for salary and annual pay purposes only. "Rank" does not mean salary classification.

(b) **Annual Pay for Sworn Members of the South Bend Fire Department:** Maximum annual pays for the sworn members of the South Bend Fire Department, including upper level policy making positions defined by *Indiana Code* § 36-8-1-12 for calendar year 2022 shall be set as follows:

<b>Salary Classification</b>	<b>2022</b>
Fire Chief	\$ 108,617
Assistant Chief	91,381
Battalion Chief	78,863
Captain	67,986
Inspector (Non-Rank)	67,986
Investigator (Non-Rank)	67,986
Instructor (Non-Rank)	67,986
Paramedic Lt (Non-Rank)	64,162
Pump Engineer (Non-Rank)	63,162
Firefighter 1 <sup>st</sup> Class	62,889
Firefighter 2 <sup>nd</sup> Class	55,841

Firefighter 3 <sup>rd</sup> Class	46,189
Fire Recruit (Civilian)	45,252

**Section III. Additional Areas of Compensation.**

(a) Maximum Amounts. All monetary amounts set forth in this ordinance shall be the Maximum amounts permitted in calendar year 2022.

(b) City of South Bend Residency Incentives. Qualifying sworn members and upper level policy making positions of the South Bend Fire Department, who establish and maintain legal residence within any neighborhood within the City of South Bend city limits and reside on a continuous permanent basis within the South Bend city limits, and comply with the governing regulations for such compliance shall be entitled to the following bonuses:

2022: \$400 maximum payable on or before December 15, 2022

Said bonus amounts shall be pro-rated in the event that a qualifying sworn member or upper level policy making person moves into the South Bend city limits after the beginning of the calendar year or moves out of the South Bend city limits during a calendar year.

**Section IV. Specialty Pays.**

(a) EMS Incentives. Monetary incentives and seat pay shall be paid to the sworn members of the South Bend Fire Department who meet the Fire Department's requirements and are assigned to perform such special duties which are verified by the department. Unless indicated otherwise, all specialty pays shall be prorated to the date of the regular assignment for such specialty duty or duties and paid accordingly. A qualifying sworn member performing any of the following specialties shall be paid at the highest certification/licensing only.

<b>Assignment</b>	<b>2022</b>
Field Training Officer (FTO)	\$850
Lead Paramedic Incentive	\$1,000
Emergency Medical Responder	\$250
EMT - Basic	\$350
EMT - Adv.	\$900
EMT - Paramedic	\$900

(b) Special Operation Team Specialty Pays. The following specialty pays shall be paid to the sworn members of the South Bend Fire Department who meet the Fire Department's requirements for each specialty and who are regularly assigned to perform such special duties. All specialty pays shall be prorated to the date of regular assignment for such special duty or duties and paid accordingly. The following Special Operation Team Specialty Pays are established:

<b>Type of Special Operation Team</b>	<b>2022</b>
<i>Hazardous Materials Team</i>	
Response Team Member	\$1,200
Team Leader	\$400
<i>Swift Water Rescue Team</i>	
Scuba Diver	\$1,200
Specialist	\$1,200
Technician	\$500
Team Leader	\$400
<i>Tactical Rescue Team</i>	
Response Team Member	\$1,200



Team Leader	\$400
Honor Guard Team Leader	\$400

(c) LEP Specialty Pay: A Limited English Proficiency (LEP) Program overseen by the City's Human Resources Director or his/her designee shall monitor the Department's requirements. All qualifying sworn members who meet the requirements and who are regularly assigned to perform LEP duties shall be paid the following specialty pay in a lump sum in the last payroll in December of each year of such assignment:

	<b>2022</b>
Limited English Proficiency (LEP)	\$800

(d) Payment of Specialty Pays/Seat Pays: Unless indicated otherwise, specialty pays and seat pays shall be paid on a bi-weekly basis.

**Section V. Recall of Duty Pay and Emergency Duty Pay.**

(a) In the event that a sworn member of the South Bend Fire Department is recalled for duty, and he or she reports for duty, he or she shall be paid at the rate of one and one-half (1 ½) times the sworn member's hourly rate of pay and shall be guaranteed a minimum of two (2) hours of work with pay. Any additional fraction of an hour over thirty (30) minutes shall constitute one (1) hour for purposes of this paragraph.

(b) A sworn member of the South bend Fire Department who works emergency duty shall be paid at the rate of one and one-half (1.5) time the sworn member's hourly rate and shall be guaranteed a minimum of four (4) hours of work or pay.

(c) In the event that a sworn member of the South Bend Fire Department is called to work emergency duty for extra-alarm fires or disasters, seniority provisions will not apply. Recall will be in accordance with procedures outlined in the official orders governing the dispatching of South Bend Fire Department units for extra-alarm fire or disasters. In any emergency where personnel with specialized skills are needed, seniority or procedural terms described in a Collective Bargaining Agreement governing extra-duty or recall are not applicable. The Fire Chief or his or her authorized designee may specify which off-duty personnel with specialized skills, including but not limited to sworn members of the South Bend Fire Department's Hazardous Materials Response Team, Swift Water Rescue Team, Tactical Rescue Team, or with needed medical specialties.

**Section VI. Working Out of Classification Pay.**

If a sworn member of the South Bend Fire Department is temporarily assigned as a Battalion Chief, Captain, Paramedic or Pump Engineer, that sworn member shall be paid while so performing such duties at the rate of pay for that position, provided that the duty assignment is for a minimum of four (4) consecutive hours as verified by a Working Out of Classification form, as verified by the officer of the rig or the Battalion Chief.

**Section VII. Longevity Pay.**

(a) The Common Council hereby continues a longevity program for qualifying sworn members of the South Bend Fire Department.

(b) Qualifying sworn members of the South Bend Fire Department holding the rank of First Class Firefighter and above, who are employed by the South Bend Fire Department shall receive additional compensation in recognition of the cumulative years of service on the South Bend Fire Department. Such longevity pay shall be paid in a lump sum in the last payroll period in each of

the months of December listed below, and shall be attributed to the annual salary base for pension purposes. Longevity pay shall be as follows:

Cumulative Years of Service on SBFDD:

<b>Longevity Pay</b>	<b>2022</b>
6-10 Years of Service	\$300
11-15 Years of Service	\$600
16-20 Years of Service	\$1,900
21+ Years of Service	\$3,400

(c) Qualifying sworn members of the South Bend Fire Department holding the rank of Assigned lead on the Ambulance in the South Bend Fire Department shall receive additional compensation in recognition of the cumulative years of service as an assigned lead. Such longevity pay shall be divided into bi-weekly payments over the year. Longevity pay shall be as follows:

<b>Longevity Pay</b>	<b>2022</b>
1-2 Years of Service	\$550
2-5 Years of Service	\$1,200
5-10 Years of Service	\$1,800
10+ Years of Service	\$2,400

**Section VIII. Station Allowance.**

The South Bend Common Council shall budget a total monetary amount for a line-item station allowance which incorporates realignment so that the concerns of the smaller and older fire stations will be addressed and that minimum needed purchases can be made with proper approval. The amount per station shall be as follows from this line-item:

<b>Station Number</b>	<b>2022</b>
# 1	\$2,850
#2	\$1,250
#3	\$1,250
#4	\$1,250
#5	\$850
#6	\$1,250
#7	\$1,250
#8	\$850
#9	\$850
#10	\$1,250
#11	\$1,250

Needed station purchases shall be approved by a majority vote of the assigned sworn members at each fire station and shall be submitted by each House Captain for review, approval and purchase by the Fire Chief and the City Controller. Such monies may not be carried over from year to year and must be used by December 31" of each calendar year.

**Section IX. Clothing/Uniform Allowance.**

(a) Clothing/Uniform Allowance shall be in the following amounts for qualifying sworn members of the South Bend Fire Department:

	<b>2022</b>
Clothing / Uniform Allowance	\$850

Clothing/Uniform Allowance shall be paid in four (4) equal payments payable on or about March 15th, June 15th, September 15th and December 15th of 2022.



(b) Clothing/Uniform Allowance shall be pro-rated to the date of termination of employment for all qualifying sworn members of the South Bend Fire Department. Clothing/Uniform Allowance shall not be paid during an individual's first year of employment with the Department as a Firefighter Third Class or as a Firefighter Recruit. Clothing/Uniform Allowance shall be pro-rated from a sworn member's first anniversary date until the end of that calendar year.

**Section X. Other Monetary Benefits.**

(a) Safety Officers. The regularly assigned Safety Officers shall receive, in addition to his or her base salary, the sum of three thousand dollars (\$3,000) in calendar year 2022.

(b) 8-Hour Incentive Pay. An 8-hour Incentive Pay shall continue to be paid to those individuals regularly assigned to work a forty (40) hour workweek [not to include temporary duty assignments (TDY)]. The sum of \$1,154 shall be paid to such qualifying individuals in the following calendar years: 2022.

(c) Inspector/Instructor Pay. Those First-Class Firefighters who are qualified and regularly assigned [not to include temporary duty assignments (TDY)] as an Inspector/Instructor, shall be provided with duty shirts and a badge, and shall be paid at the non-rank specialty pay as an Inspector or Instructor.

(d) Shift Instructor Pay. Shift Instructors who are qualified and selected to teach on-duty in-house instruction programs for rookie schools, driving, confined space rescue, rope techniques, water safety, watercraft techniques, CPR, and other authorized department instruction, shall be paid at the rate of fifteen dollars (\$15.00) per hour up to a maximum of \$500 per year, with any teaching thereafter requiring the approval of the Fire Chief, or his or her designee. (Full-time instructors and company training instructors shall be ineligible for any pay under this paragraph).

(e) Luther J. Taylor, Sr. Fire Safety Training Center 8-Hour Instructor Pay. An 8-hour Instructor Pay shall be paid to the individual regularly assigned to work a forty (40) hour workweek [not to include temporary duty assignments (TOY)] at the Luther J. Taylor, Sr. Fire Safety Training Center. The sum of three thousand dollars (\$3,000) shall be paid per year in 2022 to the qualifying individual who is regularly assigned to work in this capacity each of those years.

(f) Pay for Other Instructors. Other instructors who are qualified and selected to teach specified on-duty in-house instruction programs for rookie schools, driving, confined space rescue, rope techniques, water safety, watercraft techniques, CPR and other authorized departmental instruction, shall be paid at the rate of fifteen dollars (\$15.00) per hour, upon the approval of the Fire Chief, or his or her designee. Said hourly rate shall be paid over and above the qualifying individual's salary classification and shall be paid in a manner consistent with applicable regulations of the State Board of Accounts. Full-time instructors and company training instructors shall be ineligible for any pay under this paragraph.

(g) Pay for Certified SCBA Repair Specialists. Those sworn members of the South Bend Fire Department who are qualified, certified and regularly assigned by the Fire Chief, or his or her designee to perform self-contained breathing apparatus (SCBA) repairs, shall be paid at the rate of fifteen dollars (\$15.00) per hour up to a maximum of one thousand dollars (\$1,000) in any one calendar year.

(h) Critical Duty Day Stipends. In 2022, the Critical Duty Day Stipend shall be set at one-half (1/2) of an eligible sworn member's regular hourly rate plus longevity, but not less than three hundred (\$300) for the nine (9) Critical Duty Days which are designated each calendar year by the Board of Public Safety. Such stipend may be pro-rated for time actually worked with the eligible sworn member choosing among three (3) options which are further addressed in the governing Collective Bargaining Agreement approved by the Board of Public Safety.

(i) Deferred Compensation. The City of South Bend agrees to continue to maintain the Deferred Compensation Program which became effective on January 1, 1997 for the South Bend Fire Department. This program provides that for the first one hundred dollars (\$100.00) deferred



by a sworn member of the Department each calendar year, the City of South bend will match said amount \$0.50 on the dollar, and for the next three hundred dollars (\$300.00) deferred by a sworn member of the Department each calendar year, the City of South Bend will match said amount, dollar for dollar.

(j) Life Insurance. The City of South Bend shall continue to provide life insurance coverage on all sworn members and upper level policy making positions of the South Bend Fire Department in an amount equal to the amount of the sworn member's base pay or the upper level policy making position's base pay.

(k) Health Insurance. Each active sworn member and upper level policy maker of the of the South Bend Fire Department who has met the eligibility requirements shall have the opportunity to participate in the City's comprehensive major medical insurance program. The contribution of such individuals shall be no greater than the contribution of other City employees receiving the same benefits, and the level of benefits shall be no less than the level for other City employees.

Fire pensioners who are not members of South Bend Firefighters Association # 362 shall pay an additional fifty dollars (\$50.00) per month over and above such rates, subject to the obligations of Local# 362 as may be further addressed in an approved Collective Bargaining Agreement between the City of South Bend and Local# 362 which provides that membership shall not be unreasonably withheld, unless agreed to by a Letter of Understanding approved by the Board of Public Safety.

(l) Program Coordinators. Any appointed Program Coordinator shall receive in addition to his or her annual base salary, a maximum sum of three thousand dollars (\$3,000) each year that he/she serves in that capacity in 2022.

**Section XI. Education Tuition Reimbursement Program.**

(a) The South Bend Common Council agrees to continue the Education Tuition Reimbursement Program which originally began on January 1, 2005, for calendar year 2022. Qualifying sworn members of the South Bend Fire Department participating in the education Tuition Reimbursement Program shall be entitled to the following maximum dollar amounts for course tuition and other expenses related thereto:

<b>Course Grade Earned</b>	<b>Maximum Amount to be Reimbursed by the City</b>
A	100% of tuition costs and other expenses directly related to said costs up to a maximum of \$1,250
B	100% of tuition costs and other expenses directly related to said costs up to a maximum of \$900

(b) Education tuition reimbursement shall be on a "first come, first serve basis", subject to the maximum dollar amount budgeted by the South Bend Common Council for said program in each of the calendar year 2022. All Fire Department regulations governing such program must be complied with by qualifying sworn members of the South Bend Fire Department in order for an individual to be eligible to be paid under this program.

**Section XII. Severability.**

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

**Section XIII. Effective Date.**

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

Karen L. White

Karen L. White, President  
South Bend Common Council

Attest:

Dawn M. Jones

City Clerk

Presented by me to the Mayor of the City of South Bend, Indiana on the 26<sup>th</sup> day of October, 2021, at 10 o'clock a M.

Dawn M. Jones

City Clerk

Approved and signed by me on the 27<sup>th</sup> day of October, 2021, at 10 o'clock 9 m.

J. Ma

Mayor, City of South Bend, Indiana

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ORDINANCE No. 10831-21

Passed by the Common Council of the City of South Bend, Indiana \_\_\_\_\_

December 13, 20 21

Attest: *Dawn M. Jones* City Clerk  
Dawn M. Jones

Attest: \_\_\_\_\_ President of Common Council

Presented by me to the Mayor of the City of South Bend, Indiana \_\_\_\_\_

December 14, 20 21

*Dawn M. Jones* City Clerk  
Dawn M. Jones

Approved and signed by me December 17, 20 21

*J. M. M.* Mayor

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**SUBSTITUTE BILL NO. 135-21**

**ORDINANCE NO. 10831-21**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,  
INDIANA, REPEALING, SUPERSEDING AND REPLACING ORDINANCE NO. 10820-  
21 AND FIXING THE ANNUAL PAY AND MONETARY FRINGE BENEFITS OF  
SWORN MEMBERS OF THE SOUTH BEND FIRE DEPARTMENT FOR CALENDAR  
YEARS 2022, 2023, AND 2024**

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**STATEMENT OF PURPOSE AND INTENT**

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The South Bend Common Council, pursuant to *Indiana Code* § 36-8-3-3 (d) is charged with establishing the compensation of the South Bend Fire Department. The Common Council enacted a salary ordinance, Ordinance No. 10820-21 establishing the compensation for 2022 after the City and the South Bend Firefighter's Association Local No. 362 failed to reach a collective bargaining agreement before November 1, 2021. Subsequently, the City successfully negotiated an updated agreement with members of the South Bend Firefighter's Association Local No. 362 for the three calendar years beginning January 1, 2022 and ending December 31, 2024.

This ordinance repeals, supersedes and replaces Ordinance No. 10820-21 and sets forth the negotiated items which fix the annual pay and salaries of the sworn members of the South Bend Fire Department; including salaries for upper-level policy making positions in the department as defined in *Indiana Code* § 36-8-1-12; and other monetary fringe benefits.

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

**Section I.** South Bend Ordinance No. 10820-21, previously passed by the Common Council on October 25, 2021, is repealed, superseded and replaced in its entirety as follows:

**Section II. Recognition.**

The South Bend Common Council recognizes the negotiating team which represents the South Bend Firefighters' Association Local No. 362 of the International Association of Firefighters, AFL-CIO, as the sole bargaining agent for the sworn members of the South Bend Fire Department for purposes of negotiating annual pay, monetary fringe benefits and other monetary items which are addressed in this ordinance, excepting the Fire Chief, the Assistant Fire Chiefs, and the Battalion Chiefs, who are governed by *Indiana Code* §.36-8-1-12.

**Section III. Annual Maximum Salaries.**

(a) **Definitions:** For purposes of this ordinance, "Salary Classifications" mean Categories for salary and annual pay purposes only. "Rank" does not mean salary classification.

(b) **Annual Pay for Sworn Members of the South Bend Fire Department:** Maximum annual pays for the sworn members of the South Bend Fire Department, including upper-level policy making positions defined by *Indiana Code* § 36-8-1-12 for calendar years 2022, 2023, and 2024 shall be set as follows:

Salary Classification	2022	2023	2024
Fire Chief	109,945	112,694	115,229
Assistant Chief	92,499	94,811	96,945
Battalion Chief	79,827	81,823	83,664
Captain	68,817	70,538	72,125

Inspector (Non-Rank)	68,817	70,538	72,125
Investigator (Non-Rank)	68,817	70,538	72,125
Instructor (Non-Rank)	68,817	70,538	72,125
Community Paramedic	68,817	70,538	72,125
Paramedic Lt (Non-Rank)	64,946	66,570	68,068
Pump Engineer (Non-Rank)	64,737	66,356	67,849
Firefighter 1 <sup>st</sup> Class	63,658	65,249	66,717
Firefighter 2 <sup>nd</sup> Class	56,523	57,937	59,240
Firefighter 3 <sup>rd</sup> Class	46,754	47,923	49,001
Fire Recruit (Civilian)	45,805	46,950	48,006

**Section IV. Additional Areas of Compensation.**

(a) Maximum Amounts. All monetary amounts set forth in this ordinance shall be the maximum amounts permitted in each calendar year addressed.

(b) City of South Bend Residency Incentives. Qualifying sworn members and upper-level policy making positions of the South Bend Fire Department, who establish and maintain legal residence within any neighborhood within the City of South Bend city limits and reside on a continuous permanent basis within the South Bend city limits, and comply with the governing regulations for such compliance shall be entitled to the following bonuses:

- 2022: \$2,500 maximum payable on or before December 15, 2022
- 2023: \$2,500 maximum payable on or before December 15, 2023
- 2024: \$2,500 maximum payable on or before December 15, 2024

Said bonus amounts shall be pro-rated in the event that a qualifying sworn member or upper-level policy making person moves into the South Bend city limits after the beginning of the calendar year or moves out of the South Bend city limits during a calendar year.

**Section V. Specialty Pays.**

(a) EMS Incentives. Monetary incentives and seat pay shall be paid to the sworn members of the South Bend Fire Department who meet the Fire Department's requirements and are assigned to perform such special duties which are verified by the department. Unless indicated otherwise, all specialty pays shall be prorated to the date of the regular assignment for such specialty duty or duties and paid accordingly. A qualifying sworn member performing any of the following specialties shall be paid at the highest certification/licensing only.

Assignment	2022	2023	2024
Field Training Officer (FTO)	\$ 850	\$ 850	\$ 850
Lead Paramedic Incentive	\$ 2,500	\$ 2,500	\$ 2,500
Emergency Medical Responder	\$ 250	\$ 250	\$ 250
EMT - Basic	\$ 350	\$ 350	\$ 350
EMT - Adv.	\$ 900	\$ 900	\$ 900
EMT - Paramedic	\$ 900	\$ 900	\$ 900

Assignment	2022	2023	2024
Field Training Officer (FTO)	\$ 850	\$ 850	\$ 850
Lead Paramedic Incentive	\$ 2,500	\$ 2,500	\$ 2,500
Emergency Medical Responder	\$ 250	\$ 250	\$ 250
EMT - Basic	\$ 350	\$ 350	\$ 350
EMT - Adv.	\$ 900	\$ 900	\$ 900
EMT - Paramedic	\$ 900	\$ 900	\$ 900
Advanced EMT Assigned	\$ 4,500	\$ 4,500	\$ 4,500
Paramedic Assigned	\$ 9,000	\$ 9,000	\$ 9,000

(b) Special Operation Team Specialty Pays. The following specialty pays shall be paid to the sworn members of the South Bend Fire Department who meet the Fire Department's requirements for each specialty and who are regularly assigned to perform such special duties. All specialty pays shall be prorated to the date of regular assignment for such special duty or duties and paid accordingly. The following Special Operation Team Specialty Pays are established:



Type of Special Operation Team	2022	2023	2024
<i>Hazardous Materials Team</i>			
Response Team Member	\$ 1,200	\$ 1,200	\$ 1,200
Team Leader	\$ 400	\$ 400	\$ 400
<i>Swift Water Rescue Team</i>			
Scuba Diver	\$ 1,200	\$ 1,200	\$ 1,200
Specialist	\$ 1,200	\$ 1,200	\$ 1,200
Technician	\$ 500	\$ 500	\$ 500
Team Leader	\$ 400	\$ 400	\$ 400
<i>Tactical Rescue Team</i>			
Response Team Member	\$ 1,200	\$ 1,200	\$ 1,200
Team Leader	\$ 400	\$ 400	\$ 400
Honor Guard Team Leader	\$ 400	\$ 400	\$ 400

(c) LEP Specialty Pay: A Limited English Proficiency (LEP) Program overseen by the City's Human Resources Director or his/her designee shall monitor the Department's requirements. All qualifying sworn members who meet the requirements and who are regularly assigned to perform LEP duties shall be paid the following specialty pay in a lump sum in the last payroll in December of each year of such assignment:

	2022	2023	2024
Limited English Proficiency (LEP)	\$ 800	\$ 800	\$ 800

(d) Payment of Specialty Pays/Seat Pays: Unless indicated otherwise, specialty pays and seat pays shall be paid on a bi-weekly basis.

**Section VI. Recall of Duty Pay and Emergency Duty Pay.**

(a) In the event that a sworn member of the South Bend Fire Department is recalled for duty, and he or she reports for duty, he or she shall be paid at the rate of one and one-half (1 ½) times the sworn member's hourly rate of pay and shall be guaranteed a minimum of two (2) hours of work with pay. Any additional fraction of an hour over thirty (30) minutes shall constitute one (1) hour for purposes of this paragraph.

(b) A sworn member of the South Bend Fire Department who works emergency duty shall be paid at the rate of one and one-half (1 ½) time the sworn member's hourly rate and shall be guaranteed a minimum of four (4) hours of work or pay.

(c) In the event that a sworn member of the South Bend Fire Department is called to work emergency duty for extra-alarm fires or disasters, seniority provisions will not apply. Recall will be in accordance with procedures outlined in the official orders governing the dispatching of South Bend Fire Department units for extra-alarm fire or disasters. In any emergency where personnel with specialized skills are needed, seniority or procedural terms described in a Collective Bargaining Agreement governing extra-duty or recall are not applicable. The Fire Chief or his or her authorized designee may specify which off-duty personnel with specialized skills, including but not limited to sworn members of the South Bend Fire Department's Hazardous Materials Response Team, Swift Water Rescue Team, Tactical Rescue Team, or with needed medical specialties.

**Section VII. Working Out of Classification Pay.**

If a sworn member of the South Bend Fire Department is temporarily assigned as a Battalion Chief, Captain, Paramedic or Pump Engineer, that sworn member shall be paid while so performing such duties at the rate of pay for that position, provided that the duty assignment is for



a minimum of four (4) consecutive hours as verified by a Working Out of Classification form, as verified by the officer of the rig or the Battalion Chief.

**Section VIII. Longevity Pay.**

(a) The Common Council hereby continues a longevity program for qualifying sworn members of the South Bend Fire Department.

(b) Qualifying sworn members of the South Bend Fire Department holding the rank of First Class Firefighter and above, who are employed by the South Bend Fire Department shall receive additional compensation in recognition of the cumulative years of service on the South Bend Fire Department. Such longevity pay shall be paid in a lump sum in the last payroll period in each of the months of December listed below and shall be attributed to the annual salary base for pension purposes. Longevity pay shall be as follows:

Cumulative Years of Service on SBFD:

Longevity Pay	2022	2023	2024
6-10 Years of Service	\$ 300	\$ 300	\$ 300
11-15 Years of Service	\$ 600	\$ 600	\$ 600
16-20 Years of Service	\$ 1,900	\$ 1,900	\$ 1,900
21-25 Years of Service	\$ 3,400	\$ 3,400	\$ 3,400
26+ Years of Service	\$ 6,500	\$ 7,250	\$ 8,300

(c) Qualifying sworn members of the South Bend Fire Department shall receive additional compensation in recognition of the cumulative years of service as a Lead Paramedic. Such longevity pay shall be divided into bi-weekly payments over the year. Lead Longevity pay shall be as follows:

Lead Longevity Pay	2022	2023	2024
1-2 Years of Service	\$ 550	\$ 550	\$ 550
2-5 Years of Service	\$ 1,200	\$ 1,200	\$ 1,200
5-10 Years of Service	\$ 1,800	\$ 1,800	\$ 1,800
10+ Years of Service	\$ 2,400	\$ 2,400	\$ 2,400

**Section IX. Station Allowance.**

The South Bend Common Council shall budget a total monetary amount for a line-item station allowance which incorporates realignment so that the concerns of the smaller and older fire stations will be addressed and that minimum needed purchases can be made with proper approval. The amount per station shall be as follows from this line-item:

Station Number	2022	2023	2024
#1	\$2,850	\$2,850	\$2,850
#2	\$1,250	\$1,250	\$1,250
#3	\$1,250	\$1,250	\$1,250
#4	\$1,250	\$1,250	\$1,250
#5	\$850	\$850	\$850
#6	\$1,250	\$1,250	\$1,250
#7	\$1,250	\$1,250	\$1,250
#8	\$850	\$850	\$850
#9	\$1,250	\$1,250	\$1,250
#10	\$1,250	\$1,250	\$1,250
#11	\$1,250	\$1,250	\$1,250

Needed station purchases shall be approved by a majority vote of the assigned sworn members at each fire station and shall be submitted by each House Captain for review, approval and purchase by the Fire Chief and the City Controller. Such monies may not be carried over from year to year and must be used by December 31" of each calendar year.

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**Section X. Other Monetary Benefits.**

(a) Safety Officers. The regularly assigned Safety Officers shall receive, in addition to his or her base salary, the sum of four thousand five hundred (\$4,500) in calendar years 2022, 2023 and 2024.

(b) 8-Hour Incentive Pay. An 8-hour Incentive Pay shall continue to be paid to those individuals regularly assigned to work a forty (40) hour workweek [not to include temporary duty assignments (TDY)]. The sum of \$1,154 shall be paid to such qualifying individuals in the following calendar years: 2022, 2023 and 2024.

(c) Inspector/Instructor Pay. Those First-Class Firefighters who are qualified and regularly assigned [not to include temporary duty assignments (TDY)] as an Inspector/Instructor, shall be provided with duty shirts and a badge, and shall be paid at the non-rank specialty pay as an Inspector or Instructor.

(d) Shift Instructor Pay. Shift Instructors who are qualified and selected to teach on-duty in-house instruction programs for rookie schools, driving, confined space rescue, rope techniques, water safety, watercraft techniques, CPR, and other authorized department instruction, shall be paid at the rate of fifteen dollars (\$15.00) per hour up to a maximum of \$500 per year, with any teaching thereafter requiring the approval of the Fire Chief, or his or her designee. (Full-time instructors and company training instructors shall be ineligible for any pay under this paragraph).

(e) Luther J. Taylor, Sr. Fire Safety Training Center 8-Hour Instructor Pay. An 8-hour Instructor Pay shall be paid to the individual regularly assigned to work a forty (40) hour workweek [not to include temporary duty assignments (TOY)] at the Luther J. Taylor, Sr. Fire Safety Training Center. The sum of three thousand dollars (\$3,000) shall be paid per year in 2022, 2023 and 2024 to the qualifying individual who is regularly assigned to work in this capacity each of those years.

(f) Pay for Other Instructors. Other instructors who are qualified and selected to teach specified on-duty in-house instruction programs for rookie schools, driving, confined space rescue, rope techniques, water safety, watercraft techniques, CPR and other authorized departmental instruction, shall be paid at the rate of fifteen dollars (\$15.00) per hour, upon the approval of the Fire Chief, or his or her designee. Said hourly rate shall be paid over and above the qualifying individual's salary classification and shall be paid in a manner consistent with applicable regulations of the State Board of Accounts. Full-time instructors and company training instructors shall be ineligible for any pay under this paragraph.

(g) Pay for Certified SCBA Repair Specialists. Those sworn members of the South Bend Fire Department who are qualified, certified and regularly assigned by the Fire Chief, or his or her designee to perform self-contained breathing apparatus (SCBA) repairs, shall be paid at the rate of fifteen dollars (\$15.00) per hour up to a maximum of one thousand dollars (\$1,000) in any one calendar year.

(h) Critical Duty Day Stipends. In 2022, 2023, and 2024, the Critical Duty Day Stipend shall be set at one-half (1/2) of an eligible sworn member's regular hourly rate plus longevity, but not less than three hundred (\$300) for the nine (9) Critical Duty Days which are designated each calendar year by the Board of Public Safety. Such stipend may be pro-rated for time actually worked with the eligible sworn member choosing among three (3) options which are further addressed in the governing Collective Bargaining Agreement approved by the Board of Public Safety.

(i) Deferred Compensation. The City of South Bend agrees to continue to maintain the Deferred Compensation Program which became effective on January 1, 1997, for the South Bend Fire Department. This program provides that for the first one hundred dollars (\$100.00) deferred by a sworn member of the Department each calendar year, the City of South Bend will match said amount \$0.50 on the dollar, and for the next three hundred dollars (\$300.00) deferred by a sworn

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member of the Department each calendar year, the City of South Bend will match said amount, dollar for dollar.

(j) Life Insurance. The City of South Bend shall continue to provide life insurance coverage on all sworn members and upper-level policy making positions of the South Bend Fire Department in an amount equal to the amount of the sworn member's base pay or the upper-level policy making position's base pay.

(k) Health Insurance. Each active sworn member and upper-level policy maker of the of the South Bend Fire Department who has met the eligibility requirements shall have the opportunity to participate in the City's comprehensive major medical insurance program. The contribution of such individuals shall be no greater than the contribution of other City employees receiving the same benefits, and the level of benefits shall be no less than the level for other City employees.

Fire pensioners who are not members of South Bend Firefighters Association # 362 shall pay an additional ~~fifty dollars (\$50.00)~~ one hundred dollars (\$100.00) per month over and above such rates, subject to the obligations of Local# 362 as may be further addressed in an approved Collective Bargaining Agreement between the City of South Bend and Local# 362 which provides that membership shall not be unreasonably withheld, unless agreed to by a Letter of Understanding approved by the Board of Public Safety.

(l) Program Coordinators. Any appointed Program Coordinator shall receive in addition to his or her annual base salary, a maximum sum of three thousand dollars (\$3,000) each year that he/she serves in that capacity in 2022, 2023, and 2024.

(m) Post-Employment Health Plan. The City of South Bend shall establish a Post-Employment Health Plan (PEHP) for retired firefighters. This PEHP is a Voluntary Employee Beneficiary Association (VEBA) governed by section 501(c)(9) of the Internal Revenue Code. Subject to any laws, rules, or external regulations governing such plans, the City of South Bend shall make an annual contribution of one hundred and twenty dollars (\$120) for each sworn member in the calendar years 2022, 2023, and 2024. Sworn firefighters may make additional contributions according to the plan documentation.

**Section XI. Education Tuition Reimbursement Program.**

(a) The South Bend Common Council agrees to continue the Education Tuition Reimbursement Program which originally began on January 1, 2005, for calendar years 2022, 2023, and 2024. Qualifying sworn members of the South Bend Fire Department participating in the education Tuition Reimbursement Program shall be entitled to the following maximum dollar amounts for course tuition and other expenses related thereto:

<b>Course Grade Earned</b>	<b>Maximum Amount to be Reimbursed by the City</b>
A	100% of tuition costs and other expenses directly related to said costs up to a maximum of \$1,250
B	100% of tuition costs and other expenses directly related to said costs up to a maximum of \$900

(b) Education tuition reimbursement shall be on a "first come, first serve basis", subject to the maximum dollar amount budgeted by the South Bend Common Council for said program in each of the calendar years 2022, 2023, and 2024. All Fire Department regulations governing such program must be complied with by qualifying sworn members of the South Bend Fire Department in order for an individual to be eligible to be paid under this program.

**Section XII. Severability.**



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

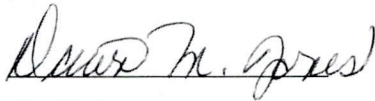
**Section XIII. Effective Date.**

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



Karen L. White, President  
South Bend Common Council

Attest:



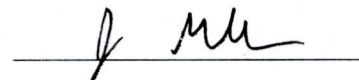
City Clerk

Presented by me to the Mayor of the City of South Bend, Indiana on the 14<sup>th</sup> day of December, 2021, at 11 o'clock a. M.

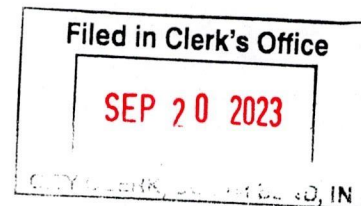


City Clerk

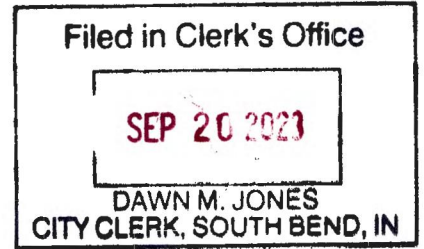
Approved and signed by me on the 17<sup>th</sup> day of December, 2021, at 4 o'clock p. m.



James Mueller  
Mayor, City of South Bend, Indiana



# BILL NO. 68-23



## OFFICE OF THE CITY CLERK DAWN M. JONES, CITY CLERK

September 20, 2023

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

Re: Proposed 2024 City Clerk Staff Non-Bargaining Salary Ordinance

Dear Council Members,

Attached is an ordinance setting the maximum salary and wages of deputies and non-bargaining employees of the City Clerk's Office for the 2024 calendar year.

I will present this bill to the Common Council at the appropriate committee and council meeting. It is requested that this bill be filed for 1<sup>st</sup> reading on September 25, 2023 with 2<sup>nd</sup> reading, public hearing, and 3<sup>rd</sup> reading scheduled for October 9, 2023. Please don't hesitate to let me know if you have any questions or require further information.

Thank you for your consideration.

Respectfully,

Dawn M. Jones, City Clerk  
Office of the City Clerk

CC: Office of the City Clerk

INTEGRITY | SERVICE | ACCESSIBILITY

VICTORIA A. TRUJILLO  
CHIEF DEPUTY/CHIEF OF STAFF

SHAYLA KIMBROUGH  
DEPUTY/DIRECTOR OF POLICY

**BILL NO. 68-23**

**ORDINANCE NO. 10982-23**

Filed in Clerk's Office

SEP 20 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

**AN ORDINANCE FIXING MAXIMUM SALARIES AND WAGES OF DEPUTIES AND NON-BARGAINING EMPLOYEES APPOINTED BY THE CITY CLERK OF THE CITY OF SOUTH BEND, INDIANA, FOR THE CALENDAR YEAR 2024**

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**STATEMENT OF PURPOSE AND INTENT**

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Pursuant to Indiana Code § 36-4-7-3(d), this Ordinance sets forth the maximum compensation to be paid to deputies and non-bargaining personnel appointed by the City Clerk of the City of South Bend for the calendar year 2024.

This Ordinance establishes such compensation for all non-bargaining employees by specific position and title. The budgeted or actual compensation paid to a City employee in each position may be less than the maximum amounts set forth herein but may not exceed those amounts.

This Ordinance is in the best interest of the City and the affected non-bargaining employees.

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

**Section I. Maximum Compensation**

The maximum amounts to be paid as compensation for non-bargaining employees for deputies and non-bargaining personnel appointed by the City Clerk of the City of South Bend are hereby established as set forth in the attachment, which is incorporated herein by reference. As City employees, these personnel are paid on a bi-weekly basis. Amounts by alphabetical position are set forth, as well as the maximum compensation for each position.

**Section II. Holidays, Vacations and Other Monetary and Fringe Benefits Incorporated by Reference**

- (a) **Holidays.** Holidays designated by the Board of Public Works shall govern non-bargaining employees for the calendar year 2024. The provisions of the City's Employee Handbook as it may be amended from time to time shall apply and are incorporated herein by reference.
- (b) **Vacations.** Vacation for non-bargaining employees shall be as set forth in the City's Employee Handbook as it may be amended from time to time, incorporated herein by reference.



- (c) **Family Leave.** The Family and Medical Leave Act Policy is, hereby, incorporated herein by reference in its entirety.
- (d) **Parental Leave.** Parental leave will be offered to all eligible full-time employees in accordance with the policy adopted by the administration effective January 1, 2020. This policy may be amended from time to time and will be incorporated into the City's Employee Handbook.
- (e) **Insurance.**
  - (1) **Comprehensive Major Medical Insurance Program.** The City shall maintain a comprehensive major medical insurance program in which, subject to Section III herein, non-bargaining employees regularly scheduled to work 30 hours or more per week may participate under the rules and guidelines of the plan document. All employees are provided access to a copy of a plan document each year.
  - (2) **Short and Long-Term Disability.** Short and Long-Term Disability shall be as set forth in the City's Employee Handbook, as it may be amended from time to time, which is incorporated herein by reference.
  - (3) **Payment for Election to Leave Employer's Comprehensive Major Medical Insurance Program.** The City shall pay one hundred and thirty (\$130) per month (\$65 bi-weekly) to any Employee who elects to leave the City's comprehensive major medical insurance program to be covered by another program for which the City makes no contribution. This election shall not be mandatory, and the Employee who made such election may return to the City's comprehensive major medical Insurance Program, provided that the conditions are a Qualifying Life Event or Open Enrollment of the City's Comprehensive Major Medical Insurance Program, and the contributions specified herein are made, but in such event said Employee shall forfeit the one hundred and thirty dollar (\$130) payment per month thereafter.
  - (4) **Life Insurance.** The City shall provide term life insurance coverage in an amount 1x annual salary rounded up to the nearest \$1,000 for each benefit eligible employee except for Police and Fire which are at set forth in the collective bargaining agreement. Such insurance shall become effective upon the award of a group life insurance bid by the Board of Public Works, or upon the beginning of the plan year, whichever is later.
  - (5) **Benefit Waiting Period.** The City notes that life insurance and comprehensive major Medical Insurance programs require a minimum eligibility period of thirty (30) days; and that the long-term disability program requires a minimum ninety (90) day eligibility period which must be met.

- (f) **Hiring Bonus.** The City Clerk, may, at his/her discretion, offer a Hiring Bonus to a new employee as an incentive for the employee to accept the position offered. This Bonus will be paid to the employee in addition to the salary set forth in the Salary Ordinance. The range of these monetary bonuses will be from one hundred (\$100) to four thousand dollars (\$4,000).
- (g) **Early Retirement Incentives.** The City Clerk shall have discretion to offer an early retirement incentive program that may take the form of a bonus upon retirement for years of service or assistance with health insurance for a retiree who is not Medicare eligible. Such assistance shall not exceed one (1) year. Any such bonus or assistance must be approved by the City Clerk and Controller and is subject to appropriation by the Common Council before any such bonus or assistance may be paid.
- I.C. 5-10.2-3-1.2 permits employers to purchase one year for every five years of service for employees in PERF covered positions under certain conditions. The City Clerk shall have discretion to offer such early retirement incentive program, pursuant to statute, after consultation with the Controller and after appropriation by the Common Council.
- (h) **Other Monetary Fringe Benefits.** All other fringe benefits shall be as set forth in the City's Employee Handbook as it may be amended from time to time.

### **Section III. Employee Definitions**

- (a) **Full-Time Employee.** Full-time employees are those employees who are regularly scheduled to work forty (40) hours per week, or a reduced full-time schedule of thirty (30) hours or more per week as approved by the City Clerk on a voluntary basis. Such employees are eligible for the Employer's Benefits Package subject to the terms, conditions and limitations of each benefit program. However, solely for purposes of qualification for health care benefits under the federal Patient Protection and Affordable Care Act (the Act) as amended, the definition of full-time employee shall be the equivalent of that which is provided in the Act, and this Section shall not be construed to be in conflict with the Act.
- (b) **Part-Time Employee.** Part-time employees are those employees who are not assigned to a full-time status as defined by the City including those who qualify for health care benefits under the Act, but who do not meet the City's definition of full-time employee under subpart (a) of this Section, and who are scheduled to work less than the City of South Bend's full-time schedule, not to equal or exceed one thousand five hundred sixty (1,560) hours per year. While they do receive certain mandated benefits (such as worker's compensation, social security benefits, and for some, health care under the Act), they are not eligible for other City benefit programs with the exception of the positions listed below:

All Attorneys employed in the City's Legal Department in part-time positions as well as all elected Council members are eligible for participation in all of the Employer's Benefit Programs.

**Section IV. City's Employee Handbook Availability**

Two (2) copies of the City's Employee Handbook shall be kept on file and made available for public inspection during regular hours in the office of the City Clerk on the 4th Floor of the County-City Building, South Bend, Indiana.

**Section v. Effective Date**

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

\_\_\_\_\_  
Sharon L. McBride, Council President  
South Bend Common Council

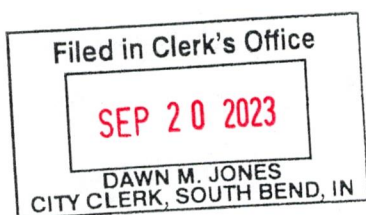
Attest:

\_\_\_\_\_  
Dawn M. Jones, 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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_ . m.

\_\_\_\_\_  
Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o'clock. \_\_\_\_ . m.



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



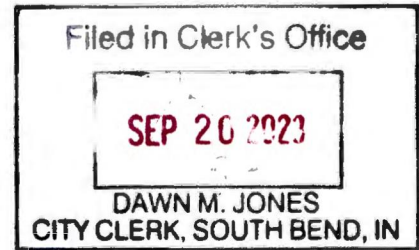
Fd-Dp-Dv-Sub	Subdivision	Position	Status	Personnel Change?	FTE	2024 Hourly or Salary	2023 Salary Cap	Estimated % Increase	2024 Salary Cap	Adjustment (Increase or Decrease to Cap)	Adjusted Salary	410003 Permanent Part-Time	410005 Seasonal & Interns	410004 Overtime (Leaf Pickup)	410001 Non-Barg Salaries	Non-Barg 410001 Overtime	Non-Barg 410001 Residency Bonus	Non-Barg 411204 Auto Allow.	Non-Barg 411206 Cell Phone Allow.	Non-Barg Subtotal
101-02-020-020	City Clerk	NB-FT-Executive Asst/Dir Sp Prj-Clerk	NB		1		\$ 45,966	3.00%	\$ 47,345		\$ 47,345				47,345					47,345
101-02-020-020	City Clerk	NB-FT-Chief Deputy City Clerk	NB		1		\$ 71,791	3.00%	\$ 73,945		\$ 73,945				73,945				660	74,605
101-02-020-020	City Clerk	EL-City Clerk	NB		1		\$ 77,876	3.00%	\$ 80,212		\$ 80,212				80,212				660	80,872
101-02-020-020	City Clerk	NB-FT-Deputy City Clerk	NB		1		\$ 56,706	3.00%	\$ 58,407		\$ 58,407				58,407					58,407
101-02-020-020	City Clerk	NON-BARGAINING OTHER	NO				\$ -	0.00%	\$ -		\$ -				-		4,000			4,000
101-02-020-020	City Clerk	PART-TIME	PT				\$ -	0.00%	\$ -		\$ -		14,423		-					-
					4								14,423		259,909		4,000		1,320	265,229

Filed in Clerk's Office

**OCT 09 2023**

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

# BILL NO. 69-23



## OFFICE OF THE CITY CLERK DAWN M. JONES, CITY CLERK

September 20, 2023

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

Re: Proposed 2024 City Clerk's Salary Ordinance

Dear Council Members,

Submitted for your consideration is the ordinance that sets the salary for the South Bend City Clerk for the 2024 calendar year. This ordinance provides for a 3% increase in the City Clerk's salary from 2023.

I will present this bill to the Common Council at the appropriate committee and council meeting. It is requested that this bill be filed for 1<sup>st</sup> reading on September 25, 2023 with 2<sup>nd</sup> reading, public hearing, and 3<sup>rd</sup> reading scheduled for October 9, 2023. Please don't hesitate to let me know if you have any questions or require further information.

Thank you for your consideration.

Respectfully,

Dawn M. Jones, City Clerk  
Office of the City Clerk

Attachment

CC: Office of the City Clerk

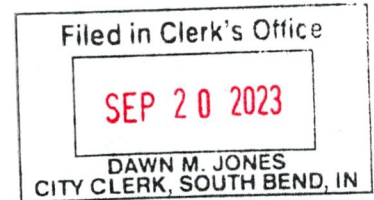
INTEGRITY | SERVICE | ACCESSIBILITY

VICTORIA A. TRUJILLO  
CHIEF DEPUTY/CHIEF OF STAFF

SHAYLA KIMBROUGH  
DEPUTY/DIRECTOR OF POLICY

**BILL NO. 69-23**

**ORDINANCE NO. 10983-23**



**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,  
INDIANA, SETTING THE ANNUAL SALARY FOR THE SOUTH BEND CITY CLERK  
FOR CALENDAR YEAR 2024**

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**STATEMENT OF PURPOSE AND INTENT**

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Pursuant to Indiana Code § 36-4-7-2, the City's legislative body is required to fix the annual compensation of all elected officers. Such compensation may "not be changed in the year for which it is fixed, nor may it be reduced below the amount fixed for the previous year."

The following Ordinance establishes the annual compensation for the City Clerk of the City of South Bend in calendar year 2024. The City Clerk serves as the clerk to the legislative body pursuant to Indiana Code § 36-4-6-9 and is required to preserve the legislative body's record and proceedings. The City Clerk is also charged with keeping the City Seal, administering official oaths, attending all regular and special meetings of the Common Council, and performing other duties as may be required by the legislative body.

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

Section I. The annual compensation for the City Clerk of the City of South Bend in calendar year 2024 shall be and hereby is established as follows:

**2023**  
\$79,388

**2024**  
\$81,769.64

Section II. This Ordinance shall be in full force and effect from and after its passage by the Common Council, approval by the Mayor and any publication required by law.

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Sharon L. McBride, Council President  
South Bend Common Council

Attest:

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Dawn M. Jones, 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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_ m.

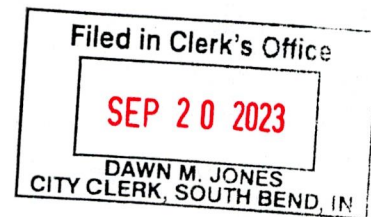
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Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o'clock.  
\_\_\_\_. m.

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James Mueller, Mayor  
City of South Bend, Indiana

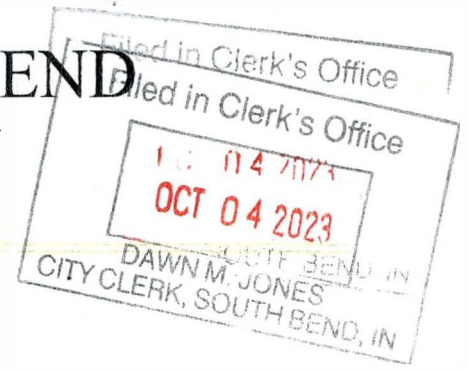




# BILL NO. 23-60

## CITY OF SOUTH BEND

### COMMUNITY INVESTMENT



October 4, 2023

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

RE: **Confirming Resolutions (2)**: Vacant Building Tax Abatement and Multi-Family Residential Development Real Property Tax Abatement for **Property Bros LLC**

Dear Council Member Tomas Morgan:

Please find the enclosed information pertaining to a tax abatement petition submitted by Property Bros LLC, 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 / VBD and SB-1 / Real Property)
- Supporting information

The report contains the Department's findings relative to the above-mentioned petition. The petitioner intends to (a) renovate vacant residential properties at 542 N. Scott Street and 430 Cottage Grove Avenue and (b) build a new two-unit residential building at 616 Sherman Avenue. The buildings on Scott Street and Cottage Grove Avenue have been vacant for several years.

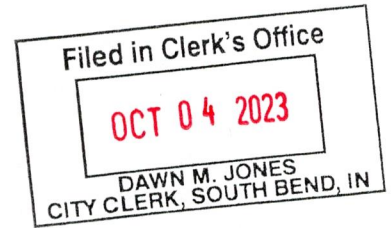
The total investment for this project is \$930,000. The project meets the qualifications for two abatements: a two-year (2) vacant building tax abatement and an eight-year (8) residential development real property tax abatement.

A representative from Property Bros LLC will be available to meet with the Committee on Monday, October 9<sup>th</sup>, 2023.

If you or any of the other Council members have questions concerning the report or need additional information, please feel free to call me at (574) 235-5838.

Sincerely,

Erik Glavich  
Director, Growth and Opportunity



BILL NO. 23-60

RESOLUTION NO. 5057-23

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

**542 N. Scott Street, South Bend, Indiana 46616**

AND

**430 Cottage Grove Avenue, South Bend, Indiana 46616**

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

**Property Bros 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:* 71-08-02-476-017.000-026  
*Commonly Known As:* 542 N. Scott Street, South Bend, IN 46616  
*Legal Description:* Lot 7 Kents Sub Bol 113 & 114

*Key Number:* 71-08-02-457-002.000-026  
*Commonly Known As:* 430 Cottage Grove Avenue, South Bend, IN 46616  
*Legal Description:* Lot 2 Klingels Sub Of Heinzmans Add 22-23-24

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.

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, 2026.

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 - 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.

\_\_\_\_\_  
Sharon McBride, Council President  
South Bend Common Council

Attest:

\_\_\_\_\_  
Dawn M. Jones, 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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_ o'clock  
\_\_\_\_.m.

---

James Mueller, Mayor  
City of South Bend

Filed in Clerk's Office  
**OCT 04 2023**  
DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

# TAX ABATEMENT REPORT

TO: South Bend Common Council

FROM: Erik Glavich, Director, Growth and Opportunity

SUBJECT: Vacant Building Tax Abatement and Multi-Family Residential Development Real Property Tax Abatement for **Property Bros LLC**

DATE: October 4<sup>th</sup>, 2023

Filed in Clerk's Office

OCT 04 2023

JAWA M. JONES  
CITY CLERK, SOUTH BEND, IN

On September 20, 2023, a petition for tax abatement from Property Bros LLC was filed with the Office of the City Clerk. The petition seeks consideration for (1) a vacant building abatement and (2) a multi-family residential development real property tax abatement. The vacant building abatement will apply to two existing structures that Property Bros LLC will rehabilitate, and the residential development abatement will apply to both the existing structures and a new duplex to be built on vacant land. All three affected parcels are in the Near Northwest Neighborhood.

Pursuant to Chapter 2, Article 6, Section 2-84.9 of the Municipal Code of the City of South Bend, the petition was referred to the Department of Community Investment for purposes of investigation and preparation of a report determining whether the area qualifies as an Economic Revitalization Area pursuant to Indiana Code 6 1.1-12.1 and all zoning requirements have been met.

The Department of Community Investment has reviewed the, investigated the area, and makes the following report.

## Project Summary

- The developer, Property Bros LLC, is undertaking the *Legacy Project* to bring at least seven (7) affordable housing units online in the Near Northwest Neighborhood:
  - 542 N. Scott Street: Rehabilitate existing vacant real property to create one or two 3-bedroom units and two 2-bedroom units. (The number of units will depend on the condition of the building and how the project unfolds.)
  - 430 Cottage Grove Avenue: Rehabilitate existing vacant real property to create one 3-bedroom unit and one 2-bedroom unit.
  - 616 Sherman Avenue: Construct a new residential structure containing two 3-bedroom units.
- Total investment for the project is \$930,000.

## Employment Impact

- Property Bros LLC plans to hire a part-time employee to manage and maintain the properties. The petitioner indicated that the pay for this type of position would be \$40-50 per hour, but the person would be "on call" most of the time and would be paid per job.



## **Tax Estimates**

Vacant Building Tax Abatement: The petitioner qualifies for a two-year (2) vacant building tax abatement for the two existing structures:

- Current estimated combined annual taxes: \$2,721 (\$5,443 over the abatement period)
- Estimated combined taxes being abated during the abatement period: \$2,006
- Estimated total combined taxes to be paid during the abatement period: \$3,436

Multi-Family Residential Development Real Property Tax Abatement: The petitioner qualifies for an eight-year (8) multi-family residential development real property tax abatement for three properties, which includes two existing structures and new construction of a third residential building.

- Current estimated combined annual taxes: \$3,054
- Estimated combined annual taxes after the project's completion: \$20,808
- Total estimated combined taxes during the eight-year (8) abatement period: \$166,466
  - Estimated taxes being abated during the abatement period: \$107,675
  - Estimated total taxes to be paid during the abatement period: \$58,791

## **Abatement Qualification**

1. A review of the tax abatements previously granted finds that the petitioner has not been granted or is associated with a previous abatement.
2. The properties are properly zoned for the proposed project.
3. Taxes on the properties have been paid in full.
4. A review of the South Bend Redevelopment designation areas finds that the property is in the River West Development Area.
5. A review of the Tax Abatement Ordinance No. 9394-03 finds that the petitioner meets the qualifications for the following:
  - Two-year (2) vacant building tax abatement under Division 9 (Miscellaneous Real Property Tax Abatement), Section 2-84 (Council's Authority to Enlarge Real Property Tax Abatement General Standards).
  - Eight-year (8) multi-family residential development real property tax abatement under Division 2, Section 2-77 (Multi-Family Residential Developments).



# Property Bros LLC

*South Bend Portage Township  
Vacant Building Tax Abatement Schedule \**

Property Address: 542 N. Scott Street  
Tax Key Number: 71-08-02-476-017.000-026

	<u>Current</u>	<u>Year 1</u>	<u>Year 2</u>
<i>Assessed Value (AV)</i>			
Land	\$ 9,800	\$ 9,800	\$ 9,800
Structure	49,400	49,400	49,400
<b>Gross Assessed Value</b>	<b>59,200</b>	<b>59,200</b>	<b>59,200</b>
 <i>Abatement (100% of Structure)</i>			
Abatement Deduction		100% (49,400)	50% (24,700)
<b>Net Assessed Value</b>	<b>59,200</b>	<b>9,800</b>	<b>34,500</b>
 <i>Property Taxes</i>			
Assume constant tax rate of 5.2897%			
Gross Tax (Tax Rate x Net AV)	3,132	518	1,825
Local Tax Credit (8.7112% of GT-DS)	(252)	(42)	(147)
Circuit Breaker Credit	(1,459)	-	(356)
<b>Taxes Due</b>	<b>\$ 1,421</b>	<b>\$ 477</b>	<b>\$ 1,322</b>
 <i>Circuit Breaker Cap</i>			
	2%	2%	2%
Circuit Breaker Cap	1,184	1,184	1,184
 <i>Debt Service (0.3997% of Net AV)</i>			
Debt Service	237	39	138
<b>Max Tax Under the Cap</b>	<b>1,421</b>	<b>1,223</b>	<b>1,322</b>

Year	Taxes Due	Taxes Abated	Net Taxes Paid
1	\$ 1,421	\$ (944)	\$ 477
2	1,421	(99)	1,322
<b>Total:</b>	<b>2,841</b>	<b>(1,043)</b>	<b>1,799</b>

*\* This schedule is for estimation purposes only and assumes constant tax rates equal to those for 2022 Payable 2023. The true tax values will ultimately be determined by the actual assessed valuation and the then current tax rates.*



Department of Community Investment  
City of South Bend

Filed in Clerk's Office

OCT 04 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN



# City of South Bend Petition for Incentives

Instructions: Complete pages 1-3  
AND the proper Form SB-1 for  
the type of abatement (real  
property or personal property)  
for which you are applying.



Petition must include a \$250 filing fee payable to the  
"City of South Bend" before processing can be complete

<b>General Information</b>		<b>Project Name</b>	The Legacy Project	<b>Project Number</b>	OCT 04 2023
Legal name as registered with Secretary of State		Property Bros LLC		DAWN M. JONES CITY CLERK, SOUTH BEND, IN	
Business structure		Domestic Limited Liability Company			
Company website		https://propertybrosllc.com/			
<b>Proposed Project Information</b>					
Proposed project address		Multiple addresses - See attached	<b>Parent company name</b>	Property Bros LLC	
City, State, Zip	South Bend, IN		<b>Legal owner</b>	Property Bros LLC	
Site acreage or acreage required	0.4		<b>Is the real estate owned or leased?</b>	Owned	
Square feet of facility	6400		<b>if leased, by whom?</b>		
<b>Primary Contact Information</b>					
<b>Primary company contact name</b>		Jordan Richardson	<b>Title</b>	CEO	
<b>Address of company contact</b>		1251 N. Eddy Street, Suite 200	<b>Phone</b>	574-904-5674	
City, State, Zip	South Bend, IN 46617		<b>Email</b>	jordan@propertybrosllc.com	
<b>Senior Official Information</b>					
<b>Company senior official name</b>		Same as above	<b>Title</b>		
<b>Address of company contact (if different from above)</b>			<b>Phone</b>		
City, State, Zip			<b>Email</b>		
<b>Consultant Information/Agent</b>					
<b>Hired business consultant/agent name</b>		N/A	<b>Consultant release? (Y/N)</b>		
<b>Address</b>			<b>Local economic development partners approval? (Y/N)</b>		
City, State, Zip			<b>Email</b>		
<b>Project Overview</b>					
<b>Brief description of your company, project, and why the property is necessary for economic growth</b>		<p>The Legacy Project is an ambitious initiative to provide high-quality affordable housing to the Near Northwest Neighborhood. Property Bros LLC will rehabilitate two vacant buildings: a 4-plex at 542 N. Scott St. and a duplex at 430 Cottage Grove Ave. The Scott Street property may be converted to a 3-unit building (its original layout) as the project develops. Moreover, we will build a brand-new duplex on vacant property at 616-618 Sherman Ave. At the project's conclusion, Property Bros will have brought at least 7 housing units online. These will be high-quality units that will add vibrancy to the neighborhood.</p> <p>Property Bros along with its partners, realized the impact that better housing has in our community. The more vacant lots and blighted housing that goes unloved, the more our streets become less traveled, walked and developed on. We have made it our core focus to improve our neighborhoods by rehabbing these unloved homes, offering more living options to those in need, and building a landscape for future development.</p>			
<b>Certified Technology Park appropriate</b>		N/A			
<b>Is the project in a Tax Incremental Financing (TIF) area? If so, which?</b>		River West			
<b>Have Building Permits been issued? (Y/N) (Note-Not eligible for abatement if Yes)</b>		N	<b>Number of residential units created by project</b>	7-8	
<b>If this is a petition for personal property tax abatement, has the equipment been installed?</b>		N/A			

<b>Investment Details</b>			
<b>Public Infrastructure needs (Off-site of project in dollars)</b>	<b>Has any 504 funding been received?</b>	<b>What is the value of any equipment being purchased in Indiana for the project?</b>	<b>What is the value of any equipment being purchased from out of state for the project?</b>
N/A	No	N/A	N/A



New Project Investments								
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029
Land Acquisition		\$ 15,000.00						
Building Lease Payments								
Building Purchase Costs		\$ 120,000.00						
New Building Construction			\$ 402,495.00					
Existing Building Improvements		\$ 392,362.00						
New Machinery & Equipment								
Special Tooling/Retooling								
New Furniture/Fixtures								
New Computer/IT Hardware								
New Software								
On-site Rail Infrastructure								
On-site Fiber Infrastructure								
<b>TOTAL</b>	<b>\$ 0.00</b>	<b>\$ 527,362.00</b>	<b>\$ 402,495.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

**Full-Time Permanent Indiana-Resident Positions by Calendar Year**

Calendar Year	Jobs retained	Hourly average wage, w/o benefits or bonuses	Cumulative # of net NEW full time permanent jobs created at project	Hourly average wage, w/o benefits or bonuses, of cumulative net new jobs	Total training expenditure - not cumulative	Total # to be trained - not cumulative
2023						
2024			1	\$ 50.00		
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						

Provide hourly wage information for new employees in the following positions.

	Full time	Part time
Laborers		
Technical		
Managerial		
Administrative		

Who will be the individual responsible for coordinating with WorkOne on recruiting? N/A

Does your company have an EEO hiring policy? N/A Are you an EEO employer? N/A

Please list the number of full time and part time minority and/or female employees for the following years:						Please describe your commitment to diversity and inclusion by detailing your outreach and recruitment efforts for the last three years as well as current policies.	
Year	2023		2022		2021		As a minority-owned business, Property Bros is committed to empowering people of all backgrounds for the purpose of bettering our community.
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	
Black							
Hispanic							
Asian							
Indian							
Female							
Other							



**Complete the table below for Real Property Tax Abatement only.**

**\*\*\* Sign at the bottom for all requested incentives (real AND personal property). \*\*\***

**Public Benefit Item:**

Information is required on both the construction companies and the companies which will provide materials purchased for this project. Please complete the table below with the appropriate information. If you qualify for the points, please enter the full amount of available points.

		Qualify (Yes or No)	Earned Points	Available Points	
1	<b>Construction Related (Contractors):</b>				
	A.	Employ Local Companies (75%)	Y	20	20
	B.	Purchase Materials from Local Companies (75%)	Y	20	20
	C.	Require Employees vs. Independent Contractors	N	0	19
	D.	Require Prevailing Wage	N	0	22
	E.	Require Health Benefits	N	0	22
	F.	Require Retirement Benefits	N	0	18
	G.	Maintain Affirmative Action Plan	N	0	20
		<b>Sub-total Construction Related:</b>	40	141	
2	<b>Wage &amp; Benefit Related (Owner):</b>				
	A.	Pay Target Wage Levels	N	0	33
	B.	Provide Health Benefits	N	0	34
	C.	Provide Retirement Benefits	N	0	29
	D.	Provide Training	Y	28	28
	E.	Provide Child Care	N	0	15
	F.	Provide Transportation Assistance	N	0	14
	G.	Provide Employer Assisted Housing program	N	0	9
		<b>Sub-total Wage &amp; Benefit Related:</b>	28	162	
3	<b>Workforce Related:</b>				
	A.	Create New Jobs	Y	42	42
	B.	Retain Existing Jobs	Y	41	41
	C.	Maintain Affirmative Action Plan	N	0	35
	D.	Provide Targeted Hiring Preference	N	0	34
		<b>Sub-total Workforce Related:</b>	83	152	
4	<b>Support a Municipal Facility:</b>				
	A.	Support a SB Municipal Facility (donations to the zoo, conservatory, museum, etc.)	N	0	84
		Name of Facility			
		<b>Sub-total Municipal Facility:</b>	0	84	
<b>Sub-total from Above:</b>			151	539	

The undersigned owner(s) of real property, located within the City of South Bend, hereby petition the Common Council of the City of South Bend for a real and/or personal property tax abatement consideration and pursuant to I.C., 6-1.1-12.1-1, et seq., and South Bend Municipal Code Sec. 2-76 et seq., for this petition state the above.

Submitted By: Jordau Richardson

Date: 2023-09-19



**For Staff Use Only Below This Line**

Land: \$28,400

What is the current assessed value? Real Property: Bdg: \$94,800 Personal Property:

What is the projected assessed value? Real Property: Bdg: \$838,720 Personal Property:

What is the tax key number for this project? 71-08-02-335-006.000-026

What is the six digit NAICS code? 71-08-02-476-017.000-026; 71-08-02-457-002.000-026

Please attach a Google map and street view of the location.

Please list the amount of real and personal property taxes paid for the last five years when applicable.

	Real Property Taxes:	Personal Property Taxes:
Year One <i>Pay 2022</i>	1258.00	
Year Two <i>2021</i>	1801.06	
Year Three <i>2020</i>	2684.68	
Year Four <i>2019</i>	3809.32	
Year Five <i>2018</i>	1229.30	

Please fill out the following Public Benefit Summary Information and add to total from above.

Public Benefit Item:		(Y or N)	Points	Points	
<u>Project Related:</u>					
5	A. Redevelop a Site that has Special Needs	Y	49	49	
	B. Develop Based on Local University Research	N	-	35	
	C. Achieve a Physical Element of a Plan	Y	36	36	
	<b>Sub-total Project Related:</b>			<b>85</b>	120
	<u>Super Size Projects (point values are cumulative):</u>				
6	A. 100% to 199%	Y	25	25	
	B. 200% to 299%	Y	08	68	
	C. 300% to 399%	N	-	65	
	D. 400% and Over	N	-	52	
	<b>Sub-total Super Size Projects:</b>			<b>93</b>	210
7	<u>Pay for Municipal Infrastructure:</u>				
	A. Pay for Oversizing or Upgrading			14	
	B. Pay for 26-50% of Extension Cost			26	
	C. Pay for 51-75% of Extension Cost			39	
	D. Pay for 76-100% of Extension Cost			52	
<b>Sub-total Infrastructure Related:</b>			<b>-</b>	131	
<b>Total from Applicant Section:</b>			<b>151</b>	539	
<b>Total from Staff Section:</b>			<b>178</b>	461	
<b>Total Public Benefit Points:</b>			<b>329</b>	1000	

Filed in Clerk's Office  
 151  
 178  
 OCT 04 2023  
 DAWN M. JONES  
 CITY CLERK, SOUTH BEND, IN





# STATEMENT OF BENEFITS VACANT BUILDING DEDUCTION

State Form 55182 (R2 / 1-21)  
Prescribed by the Department of Local Government Finance

20 23 PAY 20 24

FORM SB-1 / VBD

This statement is being completed for real property that qualifies as an "eligible vacant building" as defined by IC 6-1.1-12.1-1(17).

Filed in Clerk's Office

OCT 04 2023

### PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.1 (c) and (d).

### INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body BEFORE the occupation of the eligible vacant building for which the person wishes to claim a deduction.
2. To obtain a vacant building deduction, a Form 322/VBD must be filed with the county auditor before May 10 in the year in which the property owner or his tenant occupies the vacant building or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. If the property owner misses the May 10 deadline in the initial year of occupation, he can apply between January 1 and May 10 of a subsequent year.
3. A property owner who files the Form 322/VBD must provide the county auditor and the designating body with a Form CF-1/VBD to show compliance with the approved Form SB-1/VBD. The Form CF-1/VBD must also be updated each year in which the deduction is applicable.

## SECTION 1 TAXPAYER INFORMATION

Name of taxpayer <b>Property Bros LLC</b>			
Address of taxpayer Number and Street: <b>1251 N. Eddy Street, Suite 200</b>		City: <b>South Bend</b>	State: <b>IN</b> ZIP: <b>46617</b>
Name of contact person First Name: <b>Jordan</b> Last Name: <b>Richardson</b>	Telephone number <b>(574) 904-5674</b>	E-mail address <b>jordan@propertybrosllc.com</b>	

## SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of designating body <b>Common Council of the City of South Bend</b>		Resolution number
Location of property Number and Street: <b>430 Cottage Grove Ave.</b> City: <b>South Bend</b> State: <b>IN</b> ZIP: <b>46616</b>	County <b>St. Joseph</b>	DLGF taxing district number <b>026 (South Bend-Portage)</b>
Description of eligible vacant building that the property owner or tenant will occupy (use additional sheets if necessary). <b>Vacant 2-unit residential building</b>		Estimated occupancy date (month, day, year) <b>2024-03-01</b>
		Estimated date placed-in-use (month, day, year) <b>2024-03-01</b>

## SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS A RESULT OF PROPOSED PROJECT

Current Number <b>0</b>	Salaries <b>\$ 0</b>	Number Retained <b>0</b>	Salaries <b>\$ 0</b>	Number Additional <b>0</b>	Salaries <b>\$ 0</b>
----------------------------	-------------------------	-----------------------------	-------------------------	-------------------------------	-------------------------

## SECTION ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

	REAL ESTATE IMPROVEMENTS	
	COST	ASSESSED VALUE
Current values	\$ 30,000	\$ 45,400
Plus estimated values of proposed project	\$ 235,300	\$ 188,240
Less values of any property being replaced	\$ 0	\$ 0
Net estimated values upon completion of project	\$ 265,300	\$ 233,640

## SECTION 5 EFFORTS TO SELL OR LEASE VACANT BUILDING

Described efforts by the owner or previous owner to sell, lease, or rent the building during period of vacancy:  
**Current owner recently purchased the building and will rehabilitate the property. It is been vacant for several years and is currently in no shape to be rented.**

Show amount for which the building was offered for sale, lease, or rent during period of vacancy.  
**\$30,000**

List any other benefits resulting from the occupancy of the eligible vacant building.

## SECTION 6 TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative <b>Jordan Richardson</b>	Title <b>CEO</b>	Date signed (month, day, year) <b>2023-09-19</b>
--	---------------------	---

**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

A. The designated area has been limited to a period of time not to exceed  n/a  calendar years\* (see below). The date this designation expires is  12/31/2026 . NOTE: This question addresses whether the resolution contains an expiration date for the designated area.

B. The amount of the deduction applicable is limited to \$  n/a .

C. Other limitations or conditions (specify)  n/a

D. Number of years allowed:     Year 1     Year 2     Year 3     Year 4     Year 5 (\* see below)  
     Year 6     Year 7     Year 8     Year 9     Year 10

E. For a statement of benefits approved after June 30, 2013, did the designating body adopt an abatement schedule per IC 6-1.1-12.1-17?  
 Yes     No

*If yes, attach a copy of the abatement schedule to this form.*

*If no, the designating body is required to establish an abatement schedule before the deduction can be determined.*

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number (       )	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by (signature and title of attester)	Printed name of attester	

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

**IC 6-1.1-12.1-1**

(17) "Eligible vacant building" means a building that:

(A) is zoned for commercial or industrial purposes; and

(B) is unoccupied for at least one (1) year before the owner of the building or a tenant of the owner occupies the building, as evidenced by a valid certificate of occupancy, paid utility receipts, executed lease agreements, or any other evidence of occupation that the department of local government finance requires.

**IC 6-1.1-12.1-17**

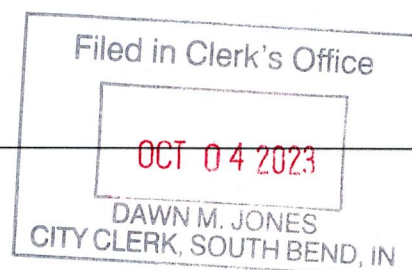
**Abatement schedules**

**Sec. 17. (a)** A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.







# STATEMENT OF BENEFITS VACANT BUILDING DEDUCTION

State Form 55182 (R2 / 1-21)  
Prescribed by the Department of Local Government Finance

20 23 PAY 20 24

FORM SB-1 / VBD

### PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.1 (c) and (d).

This statement is being completed for real property that qualifies as an "eligible vacant building" as defined by IC 6-1.1-12.1-1(17).

### INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body BEFORE the occupation of the eligible vacant building for which the person wishes to claim a deduction.
2. To obtain a vacant building deduction, a Form 322/VBD must be filed with the county auditor before May 10 in the year in which the property owner or his tenant occupies the vacant building or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. If the property owner misses the May 10 deadline in the initial year of occupation, he can apply between January 1 and May 10 of a subsequent year.
3. A property owner who files the Form 322/VBD must provide the county auditor and the designating body with a Form CF-1/VBD to show compliance with the approved Form SB-1/VBD. The Form CF-1/VBD must also be updated each year in which the deduction is applicable.

SECTION 1 TAXPAYER INFORMATION					
Name of taxpayer <b>Property Bros LLC</b>					
Address of taxpayer Number and Street: <b>1251 N. Eddy Street, Suite 200</b> City: <b>South Bend</b> State: <b>IN</b> ZIP: <b>46617</b>					
Name of contact person First Name: <b>Jordan</b> Last Name: <b>Richardson</b>		Telephone number <b>(574) 904-5674</b>		E-mail address <b>jordan@propertybrosllc.com</b>	
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT					
Name of designating body <b>Common Council of the City of South Bend</b>					Resolution number
Location of property Number and Street: <b>542 N. Scott St.</b> City: <b>South Bend</b> State: <b>IN</b> ZIP: <b>46616</b>			County <b>St. Joseph</b>		DLGF taxing district number <b>026 (South Bend-Portage)</b>
Description of eligible vacant building that the property owner or tenant will occupy (use additional sheets if necessary). <b>Vacant 4-unit residential building</b>					Estimated occupancy date (month, day, year) <b>2024-01-31</b>
					Estimated date placed in use (month, day, year) <b>2024-01-31</b>
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS A RESULT OF PROPOSED PROJECT					
Current Number <b>0</b>	Salaries <b>\$ 0</b>	Number Retained <b>0</b>	Salaries <b>\$ 0</b>	Number Additional <b>0</b>	Salaries <b>\$ 0</b>
SECTION ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT					
		REAL ESTATE IMPROVEMENTS			
		COST		ASSESSED VALUE	
Current values		\$ 90,000		\$ 49,400	
Plus estimated values of proposed project		\$ 277,100		\$ 171,680	
Less values of any property being replaced		\$ 0		\$ 0	
Net estimated values upon completion of project		\$ 367,100		\$ 221,080	
SECTION 5 EFFORTS TO SELL OR LEASE VACANT BUILDING					
Described efforts by the owner or previous owner to sell, lease, or rent the building during period of vacancy: <b>Current owner recently purchased the building and will rehabilitate the property. It is been vacant for several years and is currently in no shape to be rented.</b>					
Show amount for which the building was offered for sale, lease, or rent during period of vacancy. <b>\$90,000</b>					
List any other benefits resulting from the occupancy of the eligible vacant building.					
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>Filed in Clerk's Office</p> <p style="color: red; font-weight: bold; font-size: 1.2em;">OCT 04 2023</p> </div>					
SECTION 6 TAXPAYER CERTIFICATION					
I hereby certify that the representations in this statement are true.					
Signature: <b>Jordan Richardson</b>		Title: <b>CEO</b>		Date signed (month, day, year) <b>2023-09-19</b>	

**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed n/a calendar years\* (see below). The date this designation expires is 12/31/2026. NOTE: This question addresses whether the resolution contains an expiration date for the designated area.
- B. The amount of the deduction applicable is limited to \$ n/a.
- C. Other limitations or conditions (specify) n/a
- D. Number of years allowed:
 

<input type="checkbox"/> Year 1	<input checked="" type="checkbox"/> Year 2	<input type="checkbox"/> Year 3	<input type="checkbox"/> Year 4	<input type="checkbox"/> Year 5 (* see below)
<input type="checkbox"/> Year 6	<input type="checkbox"/> Year 7	<input type="checkbox"/> Year 8	<input type="checkbox"/> Year 9	<input type="checkbox"/> Year 10
- E. For a statement of benefits approved after June 30, 2013, did the designating body adopt an abatement schedule per IC 6-1.1-12.1-17?  
 Yes     No  
 If yes, attach a copy of the abatement schedule to this form.  
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number (       )	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by (signature and title of attester)	Printed name of attester	

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

**IC 6-1.1-12.1-1**

- (17) "Eligible vacant building" means a building that:
- (A) is zoned for commercial or industrial purposes; and
  - (B) is unoccupied for at least one (1) year before the owner of the building or a tenant of the owner occupies the building, as evidenced by a valid certificate of occupancy, paid utility receipts, executed lease agreements, or any other evidence of occupation that the department of local government finance requires.

**IC 6-1.1-12.1-17**

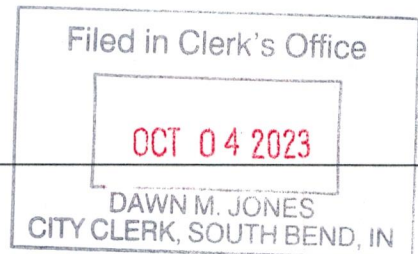
**Abatement schedules**

**Sec. 17. (a)** A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.



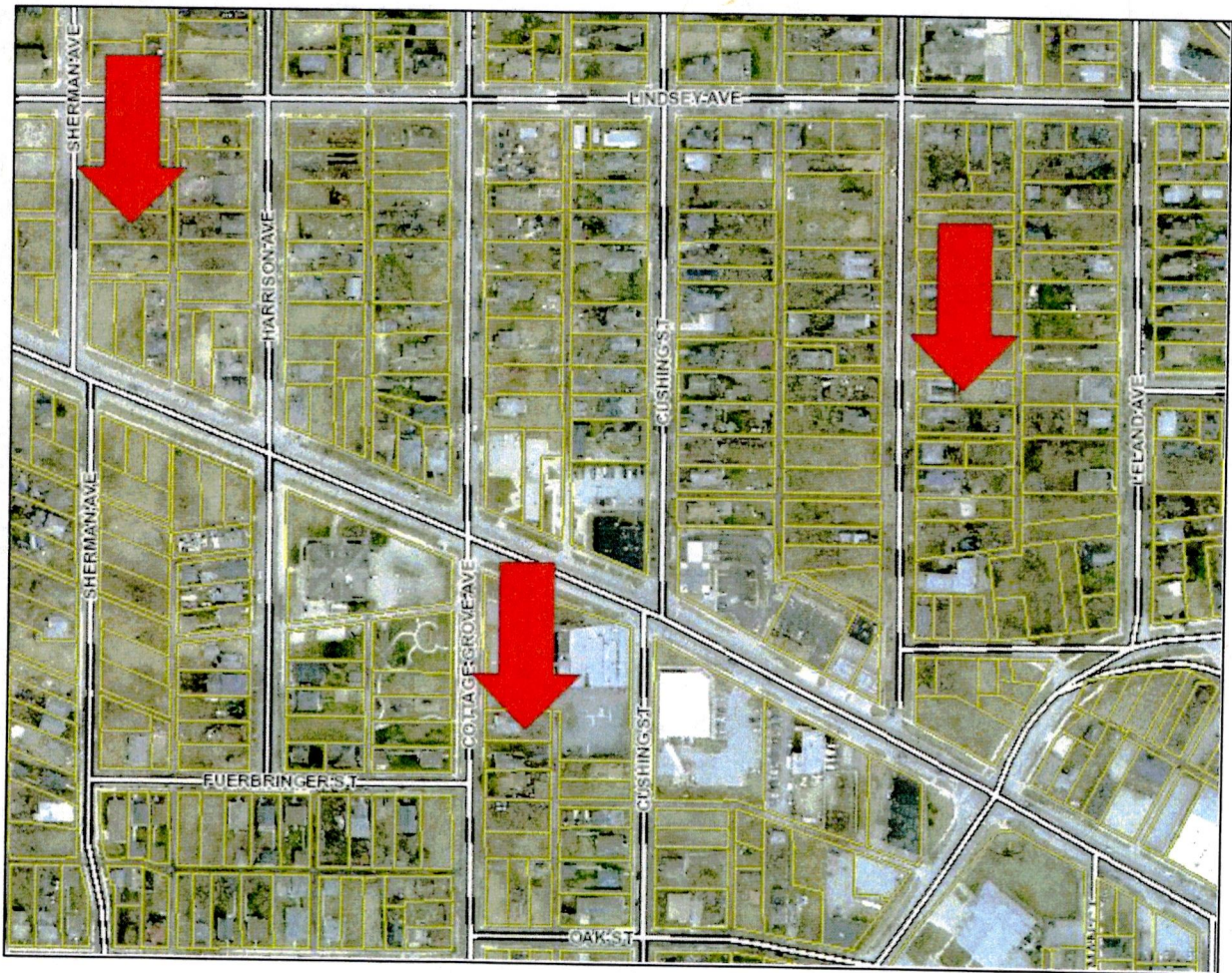
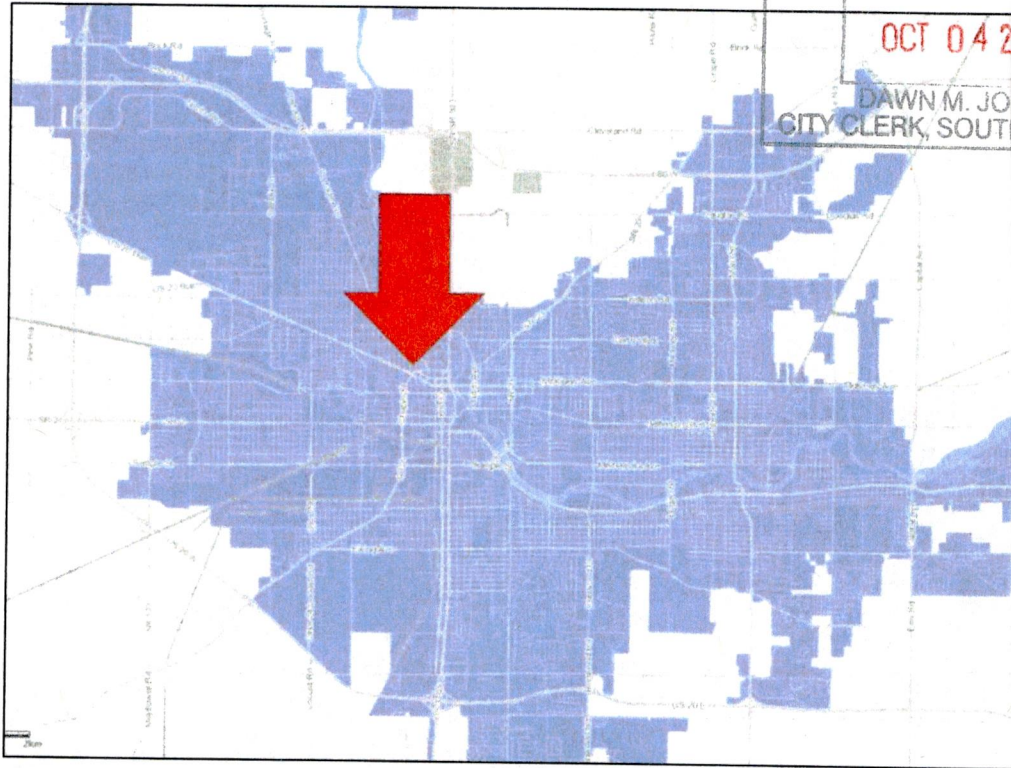


# Aerial and Street Views

Filed in Clerk's Office

OCT 04 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN





542 N. Scott St.



Filed in Clerk's Office

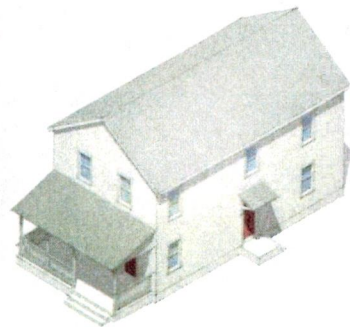
OCT 04 2023

DAWN M. JONES  
CLERK, SOUTH BEND, IN

430 Cottage Grove Ave.



616 Sherman Ave.



## MEMORANDUM OF AGREEMENT

### (VACANT BUILDING TAX ABATEMENT)

This Memorandum of Agreement (Agreement) dated as of September 28, 2023, serves as confirmation of a commitment by **Property Bros, LLC** (the “Applicant”), pending an October 9th, 2023, 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 properties are located at;

542 N Scott Street, South Bend, IN 46616 and 430 Cottage Grove Avenue, South Bend, IN 46616

and have Key Numbers;

71-08-02-476-017.000-026 and 71-08-02-457-002.000-026, respectively.

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 Thirty Thousand dollars (\$930,000.00) for the renovation of real property at a parcel identified in Section 1 of this Agreement;

(b) creating approximately one (1) permanent part-time job with a with an average hourly wage of between \$40-\$50 per hour; 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. 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:	Property Bros LLC 1251 N Eddy St, Suite 200 South Bend IN 46617  Attn: Jordan Richardson
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 (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.

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

<p>“Applicant”</p> <p>Property Bros LLC</p> <p>By: <u>Jordau Richardsson</u></p> <p>Jordan Richardson Chief Executive Officer Property Bros, LLC</p> <p>Approved as to Legal Adequacy and Form this _____ day of _____, 2023.</p> <p>Counsel, South Bend Common Council</p> <p>_____</p> <p>Counsel for Applicant</p> <p>_____</p>	<p>“City”</p> <p>City of South Bend, Indiana</p> <p>By: _____</p> <p>Sharon McBride President, South Bend Common Council</p> <p>By: _____</p> <p>Rachel Tomas Morgan Chairperson, Community Investment Committee</p> <p></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. 5054-23, 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 - 50%



# BILL NO. 23-61

## CITY OF SOUTH BEND

### COMMUNITY INVESTMENT



October 4, 2023

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

RE: **Confirming Resolutions (2):** Vacant Building Tax Abatement and Multi-Family Residential Development Real Property Tax Abatement for **Property Bros LLC**

Dear Council Member Tomas Morgan:

Please find the enclosed information pertaining to a tax abatement petition submitted by Property Bros LLC, 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 / VBD and SB-1 / Real Property)
- Supporting information

The report contains the Department's findings relative to the above-mentioned petition. The petitioner intends to (a) renovate vacant residential properties at 542 N. Scott Street and 430 Cottage Grove Avenue and (b) build a new two-unit residential building at 616 Sherman Avenue. The buildings on Scott Street and Cottage Grove Avenue have been vacant for several years.

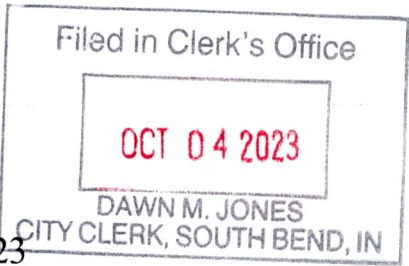
The total investment for this project is \$930,000. The project meets the qualifications for two abatements: a two-year (2) vacant building tax abatement and an eight-year (8) residential development real property tax abatement.

A representative from Property Bros LLC will be available to meet with the Committee on Monday, October 9<sup>th</sup>, 2023.

If you or any of the other Council members have questions concerning the report or need additional information, please feel free to call me at (574) 235-5838.

Sincerely,

Erik Glavich  
Director, Growth and Opportunity



BILL NO. 23-61

RESOLUTION NO. 5058-23

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

**542 N. Scott Street, South Bend, Indiana 46616**

AND

**430 Cottage Grove Avenue, South Bend, Indiana 46616**

AND

**616 Sherman Avenue, South Bend, Indiana 46616**

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

**Property Bros 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:* 71-08-02-476-017.000-026  
*Commonly Known As:* 542 N. Scott Street, South Bend, IN 46616  
*Legal Description:* Lot 7 Kents Sub Bol 113 & 114

*Key Number:* 71-08-02-457-002.000-026  
*Commonly Known As:* 430 Cottage Grove Avenue, South Bend, IN 46616  
*Legal Description:* Lot 2 Klingels Sub Of Heinzmans Add 22-23-24

*Key Number:* 71-08-02-335-006.000-026  
*Commonly Known As:* 616 Sherman Avenue, South Bend, IN 46616  
*Legal Description:* Lot 4 Cushings 1st



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.

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

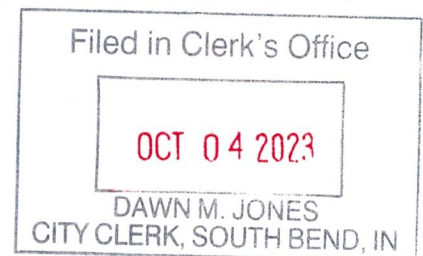
SECTION I. The Common Council hereby confirms its Declaratory Resolution designating the area described herein as an Economic Revitalization Area for the purposes of tax abatement. Such designation is for mixed-use development real property tax abatement only and shall expire on December 31, 2026.

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.

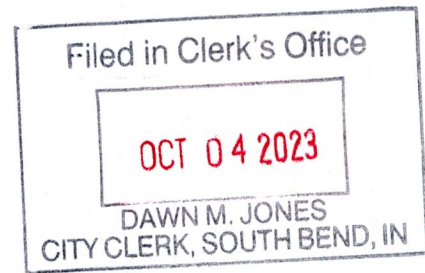
- Year 1 - 100%
- Year 2 - 100%
- Year 3 - 100%
- Year 4 - 100%
- Year 5 - 95%
- Year 6 - 95%
- Year 7 - 90%
- Year 8 - 90%

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.

\_\_\_\_\_  
Sharon McBride, Council President  
South Bend Common Council



Attest:



\_\_\_\_\_  
Dawn M. Jones, 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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o'clock \_\_\_\_\_.m.

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

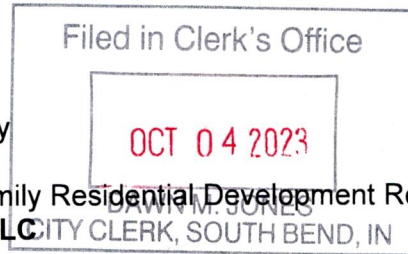
# TAX ABATEMENT REPORT

TO: South Bend Common Council

FROM: Erik Glavich, Director, Growth and Opportunity

SUBJECT: Vacant Building Tax Abatement and Multi-Family Residential Development Real Property Tax Abatement for **Property Bros LLC**

DATE: October 4<sup>th</sup>, 2023



On September 20, 2023, a petition for tax abatement from Property Bros LLC was filed with the Office of the City Clerk. The petition seeks consideration for (1) a vacant building abatement and (2) a multi-family residential development real property tax abatement. The vacant building abatement will apply to two existing structures that Property Bros LLC will rehabilitate, and the residential development abatement will apply to both the existing structures and a new duplex to be built on vacant land. All three affected parcels are in the Near Northwest Neighborhood.

Pursuant to Chapter 2, Article 6, Section 2-84.9 of the Municipal Code of the City of South Bend, the petition was referred to the Department of Community Investment for purposes of investigation and preparation of a report determining whether the area qualifies as an Economic Revitalization Area pursuant to Indiana Code 6 1.1-12.1 and all zoning requirements have been met.

The Department of Community Investment has reviewed the, investigated the area, and makes the following report.

## Project Summary

- The developer, Property Bros LLC, is undertaking the *Legacy Project* to bring at least seven (7) affordable housing units online in the Near Northwest Neighborhood:
  - 542 N. Scott Street: Rehabilitate existing vacant real property to create one or two 3-bedroom units and two 2-bedroom units. (The number of units will depend on the condition of the building and how the project unfolds.)
  - 430 Cottage Grove Avenue: Rehabilitate existing vacant real property to create one 3-bedroom unit and one 2-bedroom unit.
  - 616 Sherman Avenue: Construct a new residential structure containing two 3-bedroom units.
- Total investment for the project is \$930,000.

## Employment Impact

- Property Bros LLC plans to hire a part-time employee to manage and maintain the properties. The petitioner indicated that the pay for this type of position would be \$40-50 per hour, but the person would be "on call" most of the time and would be paid per job.



## **Tax Estimates**

Vacant Building Tax Abatement: The petitioner qualifies for a two-year (2) vacant building tax abatement for the two existing structures:

- Current estimated combined annual taxes: \$2,721 (\$5,443 over the abatement period)
- Estimated combined taxes being abated during the abatement period: \$2,006
- Estimated total combined taxes to be paid during the abatement period: \$3,436

Multi-Family Residential Development Real Property Tax Abatement: The petitioner qualifies for an eight-year (8) multi-family residential development real property tax abatement for three properties, which includes two existing structures and new construction of a third residential building.

- Current estimated combined annual taxes: \$3,054
- Estimated combined annual taxes after the project's completion: \$20,808
- Total estimated combined taxes during the eight-year (8) abatement period: \$166,466
  - Estimated taxes being abated during the abatement period: \$107,675
  - Estimated total taxes to be paid during the abatement period: \$58,791

## **Abatement Qualification**

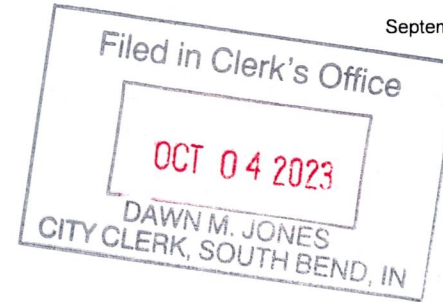
1. A review of the tax abatements previously granted finds that the petitioner has not been granted or is associated with a previous abatement.
2. The properties are properly zoned for the proposed project.
3. Taxes on the properties have been paid in full.
4. A review of the South Bend Redevelopment designation areas finds that the property is in the River West Development Area.
5. A review of the Tax Abatement Ordinance No. 9394-03 finds that the petitioner meets the qualifications for the following:
  - Two-year (2) vacant building tax abatement under Division 9 (Miscellaneous Real Property Tax Abatement), Section 2-84 (Council's Authority to Enlarge Real Property Tax Abatement General Standards).
  - Eight-year (8) multi-family residential development real property tax abatement under Division 2, Section 2-77 (Multi-Family Residential Developments).

8-Year Abatement

September 18, 2023

**Property Bros LLC**

South Bend Portage Township  
Residential Real Property Tax Abatement Schedule \*



Type of Dwelling: Multi-Family Residence - 2 units -  
Estimated Project Cost: \$ 235,300 Rehabilitation

Property Address: 430 Cottage Grove Avenue  
Tax Key Number: 71-08-02-457-002.000-026

	Current	Without Abatement	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
<b>Assessed Value (AV)</b>										
Land	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800
Structure (Current AV + 80% Project Cost)	45,400	233,640	233,640	233,640	233,640	233,640	233,640	233,640	233,640	233,640
<b>Gross Assessed Value</b>	<b>54,200</b>	<b>242,440</b>	<b>242,440</b>	<b>242,440</b>	<b>242,440</b>	<b>242,440</b>	<b>242,440</b>	<b>242,440</b>	<b>242,440</b>	<b>242,440</b>
<b>Abatement</b>										
Abatement Deduction	-	-	100% (188,240)	100% (188,240)	100% (188,240)	100% (188,240)	95% (178,828)	95% (178,828)	90% (169,416)	90% (169,416)
<b>Net Assessed Value</b>	<b>54,200</b>	<b>242,440</b>	<b>54,200</b>	<b>54,200</b>	<b>54,200</b>	<b>54,200</b>	<b>63,612</b>	<b>63,612</b>	<b>73,024</b>	<b>73,024</b>
<b>Property Taxes</b>										
Assume constant tax rate of 5.2897%										
Gross Tax (Tax Rate x Net AV)	2,867	12,824	2,867	2,867	2,867	2,867	3,365	3,365	3,863	3,863
Local Tax Credit (8.7112% of GT-DS)	(231)	(1,033)	(231)	(231)	(231)	(231)	(271)	(271)	(311)	(311)
Circuit Breaker Credit	(1,336)	(5,974)	-	-	-	-	-	-	-	-
<b>Taxes Due</b>	<b>\$ 1,301</b>	<b>\$ 5,818</b>	<b>\$ 2,636</b>	<b>\$ 2,636</b>	<b>\$ 2,636</b>	<b>\$ 2,636</b>	<b>\$ 3,094</b>	<b>\$ 3,094</b>	<b>\$ 3,552</b>	<b>\$ 3,552</b>
<b>Circuit Breaker Cap</b>										
	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Circuit Breaker Cap	1,084	4,849	4,849	4,849	4,849	4,849	4,849	4,849	4,849	4,849
<b>Debt Service (0.3997% of Net AV)</b>	<b>217</b>	<b>969</b>	<b>217</b>	<b>217</b>	<b>217</b>	<b>217</b>	<b>254</b>	<b>254</b>	<b>292</b>	<b>292</b>
<b>Max Tax Under the Cap</b>	<b>1,301</b>	<b>5,818</b>	<b>5,065</b>	<b>5,065</b>	<b>5,065</b>	<b>5,065</b>	<b>5,103</b>	<b>5,103</b>	<b>5,141</b>	<b>5,141</b>

Year	Abatement	Current Taxes Due	New Projected Tax	Combined Current & New Taxes	Taxes Abated	Net Taxes Paid
1	100%	\$ 1,301	\$ 4,517	\$ 5,818	\$ (3,182)	\$ 2,636
2	100%	1,301	4,517	5,818	(3,182)	2,636
3	100%	1,301	4,517	5,818	(3,182)	2,636
4	100%	1,301	4,517	5,818	(3,182)	2,636
5	95%	1,301	4,517	5,818	(2,724)	3,094
6	95%	1,301	4,517	5,818	(2,724)	3,094
7	90%	1,301	4,517	5,818	(2,266)	3,552
8	90%	1,301	4,517	5,818	(2,266)	3,552
<b>Total:</b>		<b>10,405</b>	<b>36,138</b>	<b>46,543</b>	<b>(22,707)</b>	<b>23,836</b>

\* This schedule is for estimation purposes only and assumes constant tax rates equal to those for 2022 Payable 2023. The true tax values will ultimately be determined by the actual assessed valuation and the then-current tax rates.



Department of Community Investment  
City of South Bend

## Property Bros LLC

South Bend Portage Township  
Residential Real Property Tax Abatement Schedule \*

Type of Dwelling: Multi-Family Residence - 4 units -  
Estimated Project Cost: \$ 277,100 Rehabilitation

Property Address: 542 N. Scott Street  
Tax Key Number: 71-08-02-476-017.000-026

	Current	Without Abatement	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
<b>Assessed Value (AV)</b>										
Land	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800
Structure (Current AV + 80% Project Cost)	49,400	271,080	271,080	271,080	271,080	271,080	271,080	271,080	271,080	271,080
<b>Gross Assessed Value</b>	<b>59,200</b>	<b>280,880</b>	<b>280,880</b>	<b>280,880</b>	<b>280,880</b>	<b>280,880</b>	<b>280,880</b>	<b>280,880</b>	<b>280,880</b>	<b>280,880</b>
<b>Abatement</b>										
Abatement Deduction		-	100% (221,680)	100% (221,680)	100% (221,680)	100% (221,680)	95% (210,596)	95% (210,596)	90% (199,512)	90% (199,512)
<b>Net Assessed Value</b>	<b>59,200</b>	<b>280,880</b>	<b>59,200</b>	<b>59,200</b>	<b>59,200</b>	<b>59,200</b>	<b>70,284</b>	<b>70,284</b>	<b>81,368</b>	<b>81,368</b>
<b>Property Taxes</b>										
Assume constant tax rate of 5.2897%										
Gross Tax (Tax Rate x Net AV)	3,132	14,858	3,132	3,132	3,132	3,132	3,718	3,718	4,304	4,304
Local Tax Credit (8.7112% of GT-DS)	(252)	(1,196)	(252)	(252)	(252)	(252)	(299)	(299)	(347)	(347)
Circuit Breaker Credit	(1,459)	(6,921)	-	-	-	-	-	-	-	-
<b>Taxes Due</b>	<b>\$ 1,421</b>	<b>\$ 6,740</b>	<b>\$ 2,879</b>	<b>\$ 2,879</b>	<b>\$ 2,879</b>	<b>\$ 2,879</b>	<b>\$ 3,418</b>	<b>\$ 3,418</b>	<b>\$ 3,958</b>	<b>\$ 3,958</b>
<b>Circuit Breaker Cap</b>										
	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Circuit Breaker Cap	1,184	5,618	5,618	5,618	5,618	5,618	5,618	5,618	5,618	5,618
<b>Debt Service (0.3997% of Net AV)</b>	<b>237</b>	<b>1,123</b>	<b>237</b>	<b>237</b>	<b>237</b>	<b>237</b>	<b>281</b>	<b>281</b>	<b>325</b>	<b>325</b>
<b>Max Tax Under the Cap</b>	<b>1,421</b>	<b>6,740</b>	<b>5,854</b>	<b>5,854</b>	<b>5,854</b>	<b>5,854</b>	<b>5,899</b>	<b>5,899</b>	<b>5,943</b>	<b>5,943</b>

Year	Abatement	Current Taxes Due	New Projected Tax	Combined Current & New Taxes	Taxes Abated	Net Taxes Paid
1	100%	\$ 1,421	\$ 5,320	\$ 6,740	\$ (3,861)	\$ 2,879
2	100%	1,421	5,320	6,740	(3,861)	2,879
3	100%	1,421	5,320	6,740	(3,861)	2,879
4	100%	1,421	5,320	6,740	(3,861)	2,879
5	95%	1,421	5,320	6,740	(3,322)	3,418
6	95%	1,421	5,320	6,740	(3,322)	3,418
7	90%	1,421	5,320	6,740	(2,783)	3,958
8	90%	1,421	5,320	6,740	(2,783)	3,958
<b>Total:</b>		<b>11,365</b>	<b>42,557</b>	<b>53,922</b>	<b>(27,653)</b>	<b>26,269</b>

\* This schedule is for estimation purposes only and assumes constant tax rates equal to those for 2022 Payable 2023.  
The true tax values will ultimately be determined by the actual assessed valuation and the then-current tax rates.





## Property Bros LLC

South Bend Portage Township  
Residential Real Property Tax Abatement Schedule \*

Type of Dwelling: Multi-Family Residence - 2 units -  
Estimated Project Cost: \$ 417,500 New Construction

Property Address: 616 Sherman Avenue  
Tax Key Number: 71-08-02-335-006.000-026

	Current	Without Abatement	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
<b>Assessed Value (AV)</b>										
Land	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800
Structure (AV = 80% Project Cost)	-	334,000	334,000	334,000	334,000	334,000	334,000	334,000	334,000	334,000
<b>Gross Assessed Value</b>	<b>9,800</b>	<b>343,800</b>	<b>343,800</b>	<b>343,800</b>	<b>343,800</b>	<b>343,800</b>	<b>343,800</b>	<b>343,800</b>	<b>343,800</b>	<b>343,800</b>
<b>Abatement</b>										
Abatement Deduction		-	100% (334,000)	100% (334,000)	100% (334,000)	100% (334,000)	95% (317,300)	95% (317,300)	90% (300,600)	90% (300,600)
<b>Net Assessed Value</b>	<b>9,800</b>	<b>343,800</b>	<b>9,800</b>	<b>9,800</b>	<b>9,800</b>	<b>9,800</b>	<b>26,500</b>	<b>26,500</b>	<b>43,200</b>	<b>43,200</b>
<b>Property Taxes</b>										
Assume constant tax rate of 5.2897%										
Gross Tax (Tax Rate x Net AV)	518	18,186	518	518	518	518	1,402	1,402	2,285	2,285
Local Tax Credit (8.7112% of GT-DS)	(42)	(1,465)	(42)	(42)	(42)	(42)	(113)	(113)	(184)	(184)
Circuit Breaker Credit	(143)	(8,471)	-	-	-	-	-	-	-	-
<b>Taxes Due</b>	<b>\$ 333</b>	<b>\$ 8,250</b>	<b>\$ 477</b>	<b>\$ 477</b>	<b>\$ 477</b>	<b>\$ 477</b>	<b>\$ 1,289</b>	<b>\$ 1,289</b>	<b>\$ 2,101</b>	<b>\$ 2,101</b>
	3%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Circuit Breaker Cap	294	6,876	6,876	6,876	6,876	6,876	6,876	6,876	6,876	6,876
Debt Service (0.3997% of Net AV)	39	1,374	39	39	39	39	106	106	173	173
<b>Max Tax Under the Cap</b>	<b>333</b>	<b>8,250</b>	<b>6,915</b>	<b>6,915</b>	<b>6,915</b>	<b>6,915</b>	<b>6,982</b>	<b>6,982</b>	<b>7,049</b>	<b>7,049</b>

Year	Abatement	Current Taxes Due	New Projected Tax	Combined Current & New Taxes	Taxes Abated	Net Taxes Paid
1	100%	\$ 333	\$ 7,917	\$ 8,250	\$ (7,774)	\$ 477
2	100%	333	7,917	8,250	(7,774)	477
3	100%	333	7,917	8,250	(7,774)	477
4	100%	333	7,917	8,250	(7,774)	477
5	95%	333	7,917	8,250	(6,961)	1,289
6	95%	333	7,917	8,250	(6,961)	1,289
7	90%	333	7,917	8,250	(6,149)	2,101
8	90%	333	7,917	8,250	(6,149)	2,101
<b>Total:</b>		<b>2,665</b>	<b>63,336</b>	<b>66,001</b>	<b>(57,315)</b>	<b>8,687</b>

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# City of South Bend Petition for Incentives

*Petition must include a \$250 filing fee payable to the  
"City of South Bend" before processing can be complete*

Instructions: Complete pages 1-3  
AND the proper Form SB-1 for  
the type of abatement (real  
property or personal property)  
for which you are applying.



City Clerk Office  
OCT 04 2023  
DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

<b>General Information</b>		<b>Project Name</b>	The Legacy Project	<b>Project Number</b>	OCT 04 2023
Legal name as registered with Secretary of State		Property Bros LLC			
Business structure		Domestic Limited Liability Company			
Company website		https://propertybrosllc.com/			
<b>Proposed Project Information</b>					
Proposed project address		Multiple addresses - See attached	<b>Parent company name</b>	Property Bros LLC	
City, State, Zip	South Bend, IN		<b>Legal owner</b>	Property Bros LLC	
Site acreage or acreage required	0.4		<b>Is the real estate owned or leased?</b>	Owned	
Square feet of facility	6400		<b>if leased, by whom?</b>		
<b>Primary Contact Information</b>					
<b>Primary company contact name</b>		Jordan Richardson	<b>Title</b>	CEO	
<b>Address of company contact</b>		1251 N. Eddy Street, Suite 200	<b>Phone</b>	574-904-5674	
City, State, Zip	South Bend, IN 46617		<b>Email</b>	jordan@propertybrosllc.com	
<b>Senior Official Information</b>					
<b>Company senior official name</b>		Same as above	<b>Title</b>		
<b>Address of company contact (if different from above)</b>			<b>Phone</b>		
City, State, Zip			<b>Email</b>		
<b>Consultant Information/Agent</b>					
<b>Hired business consultant/agent name</b>		N/A	<b>Consultant release? (Y/N)</b>		
<b>Address</b>			<b>Local economic development partners approval? (Y/N)</b>		
City, State, Zip			<b>Email</b>		
<b>Project Overview</b>					
<b>Brief description of your company, project, and why the property is necessary for economic growth</b>	<p>The Legacy Project is an ambitious initiative to provide high-quality affordable housing to the Near Northwest Neighborhood. Property Bros LLC will rehabilitate two vacant buildings: a 4-plex at 542 N. Scott St. and a duplex at 430 Cottage Grove Ave. The Scott Street property may be converted to a 3-unit building (its original layout) as the project develops. Moreover, we will build a brand-new duplex on vacant property at 616-618 Sherman Ave. At the project's conclusion, Property Bros will have brought at least 7 housing units online. These will be high-quality units that will add vibrancy to the neighborhood.</p> <p>Property Bros along with its partners, realized the impact that better housing has in our community. The more vacant lots and blighted housing that goes unloved, the more our streets become less traveled, walked and developed on. We have made it our core focus to improve our neighborhoods by rehabbing these unloved homes, offering more living options to those in need, and building a landscape for future development.</p>				
<b>Certified Technology Park appropriate</b>	N/A				
<b>Is the project in a Tax Incremental Financing (TIF) area? If so, which?</b>	River West				
<b>Have Building Permits been issued? (Y/N) [Note-Not eligible for abatement if Yes]</b>	N	<b>Number of residential units created by project</b>	7-8		
<b>If this is a petition for personal property tax abatement, has the equipment been installed?</b>	N/A				

<b>Investment Details</b>			
<b>Public Infrastructure needs (Off-site of project in dollars)</b>	<b>Has any 504 funding been received?</b>	<b>What is the value of any equipment being purchased in Indiana for the project?</b>	<b>What is the value of any equipment being purchased from out of state for the project?</b>
N/A	No	N/A	N/A



New Project Investments								
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029
Land Acquisition		\$ 15,000.00						
Building Lease Payments								
Building Purchase Costs		\$ 120,000.00						
New Building Construction			\$ 402,495.00					
Existing Building Improvements		\$ 392,362.00						
New Machinery & Equipment								
Special Tooling/Retooling								
New Furniture/Fixtures								
New Computer/IT Hardware								
New Software								
On-site Rail Infrastructure								
On-site Fiber Infrastructure								
<b>TOTAL</b>	<b>\$ 0.00</b>	<b>\$ 527,362.00</b>	<b>\$ 402,495.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

Full-Time Permanent Indiana-Resident Positions by Calendar Year							
Calendar Year	Jobs retained	Hourly average wage, w/o benefits or bonuses	Cumulative # of net NEW full time permanent jobs created at project	Hourly average wage, w/o benefits or bonuses, of cumulative net new jobs	Total training expenditure - not cumulative	Total # to be trained - not cumulative	
2023							
2024			1	\$ 50.00			
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							

Provide hourly wage information for new employees in the following positions.		
	Full time	Part time
Laborers		
Technical		
Managerial		
Administrative		

Who will be the individual responsible for coordinating with WorkOne on recruiting? N/A

Does your company have an EEO hiring policy? N/A Are you an EEO employer? N/A

Please list the number of full time and part time minority and/or female employees for the following years:							Please describe your commitment to diversity and inclusion by detailing your outreach and recruitment efforts for the last three years as well as current policies.
Year	2023		2022		2021		
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	
Black							As a minority-owned business, Property Bros is committed to empowering people of all backgrounds for the purpose of bettering our community.
Hispanic							
Asian							
Indian							
Female							
Other							



**Complete the table below for Real Property Tax Abatement only.**

**\*\*\* Sign at the bottom for all requested incentives (real AND personal property). \*\*\***

**Public Benefit Item:**

Information is required on both the construction companies and the companies which will provide materials purchased for this project. Please complete the table below with the appropriate information. If you qualify for the points, please enter the full amount of available points.		Qualify (Yes or No)	Earned Points	Available Points	
1	<b>Construction Related (Contractors):</b>				
	A.	Employ Local Companies (75%)	Y	20	20
	B.	Purchase Materials from Local Companies (75%)	Y	20	20
	C.	Require Employees vs. Independent Contractors	N	0	19
	D.	Require Prevailing Wage	N	0	22
	E.	Require Health Benefits	N	0	22
	F.	Require Retirement Benefits	N	0	18
	G.	Maintain Affirmative Action Plan	N	0	20
		<b>Sub-total Construction Related:</b>		40	141
2	<b>Wage &amp; Benefit Related (Owner):</b>				
	A.	Pay Target Wage Levels	N	0	33
	B.	Provide Health Benefits	N	0	34
	C.	Provide Retirement Benefits	N	0	29
	D.	Provide Training	Y	28	28
	E.	Provide Child Care	N	0	15
	F.	Provide Transportation Assistance	N	0	14
	G.	Provide Employer Assisted Housing program	N	0	9
	<b>Sub-total Wage &amp; Benefit Related:</b>		28	162	
3	<b>Workforce Related:</b>				
	A.	Create New Jobs	Y	42	42
	B.	Retain Existing Jobs	Y	41	41
	C.	Maintain Affirmative Action Plan	N	0	35
	D.	Provide Targeted Hiring Preference	N	0	34
	<b>Sub-total Workforce Related:</b>		83	152	
4	<b>Support a Municipal Facility:</b>				
	A.	Support a SB Municipal Facility (donations to the zoo, conservatory, museum, etc.)	N	0	84
		Name of Facility			
	<b>Sub-total Municipal Facility:</b>		0	84	
<b>Sub-total from Above:</b>			151	539	

The undersigned owner(s) of real property, located within the City of South Bend, hereby petition the Common Council of the City of South Bend for a real and/or personal property tax abatement consideration and pursuant to I.C., 6-1.1-12.1-1, et seq., and South Bend Municipal Code Sec. 2-76 et seq., for this petition state the above.

Submitted By: <i>Jordau Richardson</i>	Date: 2023-09-19
--	------------------

**For Staff Use Only Below This Line**

Land: \$28,400

What is the current assessed value?	Real Property:	Bdg: \$94,800	Personal Property:	
What is the projected assessed value?	Real Property:	Bdg: \$838,720	Personal Property:	
What is the tax key number for this project?	71-08-02-335-006.000-026			
What is the six digit NAICS code?	71-08-02-476-017.000-026; 71-08-02-457-002.000-026			

Please attach a Google map and street view of the location.

Please list the amount of real and personal property taxes paid for the last five years when applicable.		Real Property Taxes:	Personal Property Taxes:
Year One	Pay 2022	1258.00	
Year Two	2021	1801.06	
Year Three	2020	2684.68	
Year Four	2019	3809.32	
Year Five	2018	1229.30	

Please fill out the following Public Benefit Summary Information and add to total from above.

Public Benefit Item:			(Y or N)	Points	Points
<u>Project Related:</u>					
5	A.	Redevelop a Site that has Special Needs	Y	49	49
	B.	Develop Based on Local University Research	N	-	35
	C.	Achieve a Physical Element of a Plan	Y	36	36
	<b>Sub-total Project Related:</b>			<b>85</b>	120
6	<u>Super Size Projects (point values are cumulative):</u>				
	A.	100% to 199%	Y	25	25
	B.	200% to 299%	Y	68	68
	C.	300% to 399%	N	-	65
	D.	400% and Over	N	-	52
<b>Sub-total Super Size Projects:</b>			<b>93</b>	210	
7	<u>Pay for Municipal Infrastructure:</u>				
	A.	Pay for Oversizing or Upgrading			14
	B.	Pay for 26-50% of Extension Cost			26
	C.	Pay for 51-75% of Extension Cost			39
	D.	Pay for 76-100% of Extension Cost			52
<b>Sub-total Infrastructure Related:</b>			-	131	
<b>Total from Applicant Section:</b>				151	539
<b>Total from Staff Section:</b>				178	461
<b>Total Public Benefit Points:</b>				<b>329</b>	1000

Filed in Clerk's Office  
151  
178  
329  
OCT 04 2023  
DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN





**STATEMENT OF BENEFITS  
REAL ESTATE IMPROVEMENTS**

State Form 51767 (R7 / 1-21)  
Prescribed by the Department of Local Government Finance

20 23 PAY 20 24

FORM SB-1 / Real Property

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

Filed in Clerk's Office

OCT 04 2023

DAWN M. JONES  
SOUTH BEND, IN

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
- Residentially distressed area (IC 6-1.1-12.1-4.1)

**INSTRUCTIONS:**

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
3. To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
4. A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
5. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

**SECTION 1 TAXPAYER INFORMATION**

Name of taxpayer: **Property Bros LLC**

Address of taxpayer:  
Number and Street: **1251 N. Eddy Street, Suite 200** City: **South Bend** State: **IN** ZIP: **46617**

Name of contact person:  
First Name: **Jordan** Last Name: **Richardson** Telephone number: **(574) 904-5674** E-mail address: **jordan@propertybrosllc.com**

**SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT**

Name of designating body: **Common Council of the City of South Bend** Resolution number: \_\_\_\_\_

Location of property:  
Number and Street: **616-618 Sherman Ave.** City: **South Bend** State: **IN** ZIP: **46616** County: **St. Joseph** DLGF taxing district number: **026 (South Bend-Portage)**

Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary):  
**New construction of a 2-unit residential building**

Estimated start date (month, day, year): **2024-01-31**

Estimated completion date (month, day, year): **2024-07-01**

**SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT**

Current Number	Salaries	Number Retained	Salaries	Number Additional	Salaries
0	\$ 0	0	\$ 0	0	\$ 0

**SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT**

	REAL ESTATE IMPROVEMENTS	
	COST	ASSESSED VALUE
Current values	\$ 0	\$ 0
Plus estimated values of proposed project	\$ 417,500	\$ 334,000
Less values of any property being replaced	\$ 0	\$ 0
Net estimated values upon completion of project	\$ 417,500	\$ 334,000

**SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER**

Estimated solid waste converted (pounds) 0 Estimated hazardous waste converted (pounds) 0

Other benefits

**SECTION 6 TAXPAYER CERTIFICATION**

I hereby certify that the representations in this statement are true.

Signature of authorized representative: Jordan Richardson Date signed (month, day, year): 2023-09-19

Printed name of authorized representative: **Jordan Richardson** Title: **CEO**



**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed n/a calendar years\* (see below). The date this designation expires is 12/31/2026. NOTE: This question addresses whether the resolution contains an expiration date for the designated area.
- B. The type of deduction that is allowed in the designated area is limited to:  
 1. Redevelopment or rehabilitation of real estate improvements  Yes  No  
 2. Residentially distressed areas  Yes  No
- C. The amount of the deduction applicable is limited to \$ n/a.
- D. Other limitations or conditions (specify) n/a
- E. Number of years allowed:  Year 1  Year 2  Year 3  Year 4  Year 5 (\* see below)  
 Year 6  Year 7  Year 8  Year 9  Year 10
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?  
 Yes  No  
 If yes, attach a copy of the abatement schedule to this form.  
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number ( )	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by (signature and title of attester)	Printed name of attester	

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

**IC 6-1.1-12.1-17**

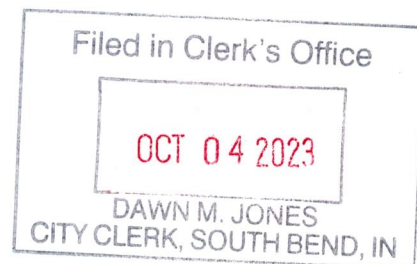
**Abatement schedules**

**Sec. 17. (a)** A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

**(b)** This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

**(c)** An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.







# STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51767 (R7 / 1-21)  
Prescribed by the Department of Local Government Finance

20 23 PAY 20 24

FORM SB-1 / Real Property

### PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
- Residentially distressed area (IC 6-1.1-12.1-4.1)

### INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
3. To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
4. A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
5. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

## SECTION 1 TAXPAYER INFORMATION

Name of taxpayer <b>Property Bros LLC</b>			
Address of taxpayer Number and Street: <b>1251 N. Eddy Street, Suite 200</b>		City: <b>South Bend</b>	State: <b>IN</b> ZIP: <b>46617</b>
Name of contact person First Name: <b>Jordan</b> Last Name: <b>Richardson</b>	Telephone number <b>(574) 904-5674</b>	E-mail address <b>jordan@propertybrosllc.com</b>	

## SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of designating body <b>Common Council of the City of South Bend</b>	Resolution number
Location of property Number and Street: <b>542 N. Scott St.</b> City: <b>South Bend</b> State: <b>IN</b> ZIP: <b>46616</b> County: <b>St. Joseph</b>	DLGF taxing district number <b>026 (South Bend-Portage)</b>
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) <b>Rehabilitation of a vacant 4-unit residential building</b>	Estimated start date (month, day, year) <b>2023-10-01</b> Estimated completion date (month, day, year) <b>2024-01-31</b>

## SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT

Current Number <b>0</b>	Salaries <b>\$ 0</b>	Number Retained <b>0</b>	Salaries <b>\$ 0</b>	Number Additional <b>0</b>	Salaries <b>\$ 0</b>
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## SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

	REAL ESTATE IMPROVEMENTS	
	COST	ASSESSED VALUE
Current values	\$ 90,000	\$ 49,400
Plus estimated values of proposed project	\$ 277,100	\$ 171,680
Less values of any property being replaced	\$ 0	\$ 0
Net estimated values upon completion of project	\$ 367,100	\$ 221,080

## SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

Estimated solid waste converted (pounds) <b>0</b>	Estimated hazardous waste converted (pounds) <b>0</b>
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Other benefits

## SECTION 6 TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative <b>Jordan Richardson</b>	Date signed (month, day, year) <b>2023-09-19</b>
Printed name of authorized representative <b>Jordan Richardson</b>	Title <b>CEO</b>



**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed N/A calendar years\* (see below). The date this designation expires is 12/31/2026. NOTE: This question addresses whether the resolution contains an expiration date for the designated area.
- B. The type of deduction that is allowed in the designated area is limited to:  
 1. Redevelopment or rehabilitation of real estate improvements  Yes  No  
 2. Residentially distressed areas  Yes  No
- C. The amount of the deduction applicable is limited to \$ n/a.
- D. Other limitations or conditions (specify) n/a
- E. Number of years allowed:  Year 1  Year 2  Year 3  Year 4  Year 5 (\* see below)  
 Year 6  Year 7  Year 8  Year 9  Year 10
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?  
 Yes  No  
 If yes, attach a copy of the abatement schedule to this form.  
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number ( )	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by (signature and title of attester)	Printed name of attester	

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
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**IC 6-1.1-12.1-17**

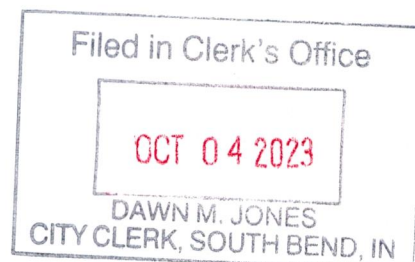
**Abatement schedules**

**Sec. 17. (a)** A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

**(b)** This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

**(c)** An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.







# STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51767 (R7 / 1-21)

Prescribed by the Department of Local Government Finance

2023 PAY 2024

FORM SB-1 / Real Property

### PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
- Residentially distressed area (IC 6-1.1-12.1-4.1)

#### INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
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SECTION 1 TAXPAYER INFORMATION					
Name of taxpayer <b>Property Bros LLC</b>					
Address of taxpayer Number and Street: <b>1251 N. Eddy Street, Suite 200</b> City: <b>South Bend</b> State: <b>IN</b> ZIP: <b>46617</b>					
Name of contact person First Name: <b>Jordan</b> Last Name: <b>Richardson</b>		Telephone number <b>(574) 904-5674</b>		E-mail address <b>jordan@propertybrosllc.com</b>	
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT					
Name of designating body <b>Common Council of the City of South Bend</b>					Resolution number
Location of property Number and Street: <b>430 Cottage Grove Ave.</b> City: <b>South Bend</b> State: <b>IN</b> ZIP: <b>46616</b>			County <b>St. Joseph</b>		DLGF taxing district number <b>026 (South Bend-Portage)</b>
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) <b>Rehabilitation of a 2-unit residential building</b>					Estimated start date (month, day, year) <b>2023-10-30</b>
					Estimated completion date (month, day, year) <b>2024-03-01</b>
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT					
Current Number <b>0</b>	Salaries <b>\$ 0</b>	Number Retained <b>0</b>	Salaries <b>\$ 0</b>	Number Additional <b>0</b>	Salaries <b>\$ 0</b>
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT					
			<b>REAL ESTATE IMPROVEMENTS</b>		
			<b>COST</b>	<b>ASSESSED VALUE</b>	
Current values			\$ 30,000	\$ 45,400	
Plus estimated values of proposed project			\$ 235,300	\$ 188,240	
Less values of any property being replaced			\$ 0	\$ 0	
Net estimated values upon completion of project			\$ 265,300	\$ 233,640	
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER					
Estimated solid waste converted (pounds) <b>0</b>			Estimated hazardous waste converted (pounds) <b>0</b>		
Other benefits					
SECTION 6 TAXPAYER CERTIFICATION					
I hereby certify that the information on this statement are true.					
Signature of authorized representative <i>Jordan Richardson</i>				Date signed (month, day, year) <b>2023-09-19</b>	
Printed name of authorized representative <b>Jordan Richardson</b>			Title <b>CEO</b>		



**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed   N/A   calendar years\* (see below). The date this designation expires is   12/31/2026  . NOTE: This question addresses whether the resolution contains an expiration date for the designated area.
- B. The type of deduction that is allowed in the designated area is limited to:  
 1. Redevelopment or rehabilitation of real estate improvements    Yes    No  
 2. Residentially distressed areas    Yes    No
- C. The amount of the deduction applicable is limited to \$   N/A
- D. Other limitations or conditions (specify)   N/A
- E. Number of years allowed:    Year 1        Year 2        Year 3        Year 4        Year 5 (\* see below)  
     Year 6        Year 7        Year 8        Year 9        Year 10
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?  
 Yes    No  
 If yes, attach a copy of the abatement schedule to this form.  
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number (     )   (     )	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by (signature and title of attester)	Printed name of attester	

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- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
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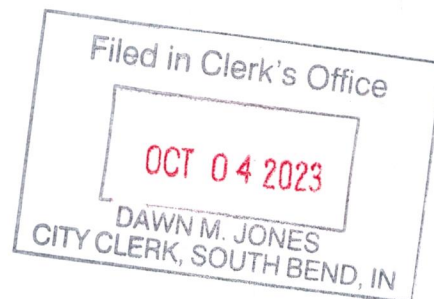
**IC 6-1.1-12.1-17  
Abatement schedules**

**Sec. 17. (a)** A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

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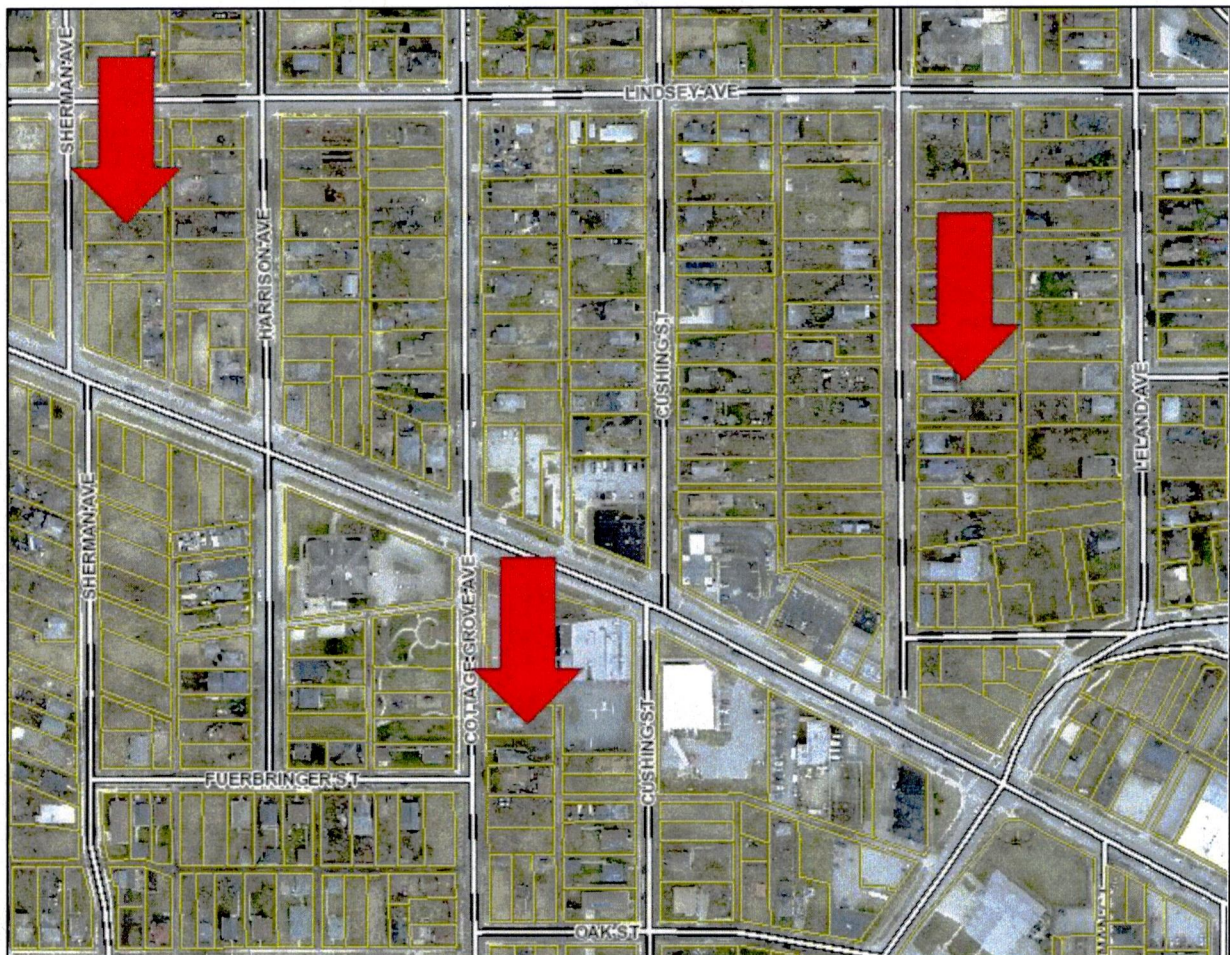
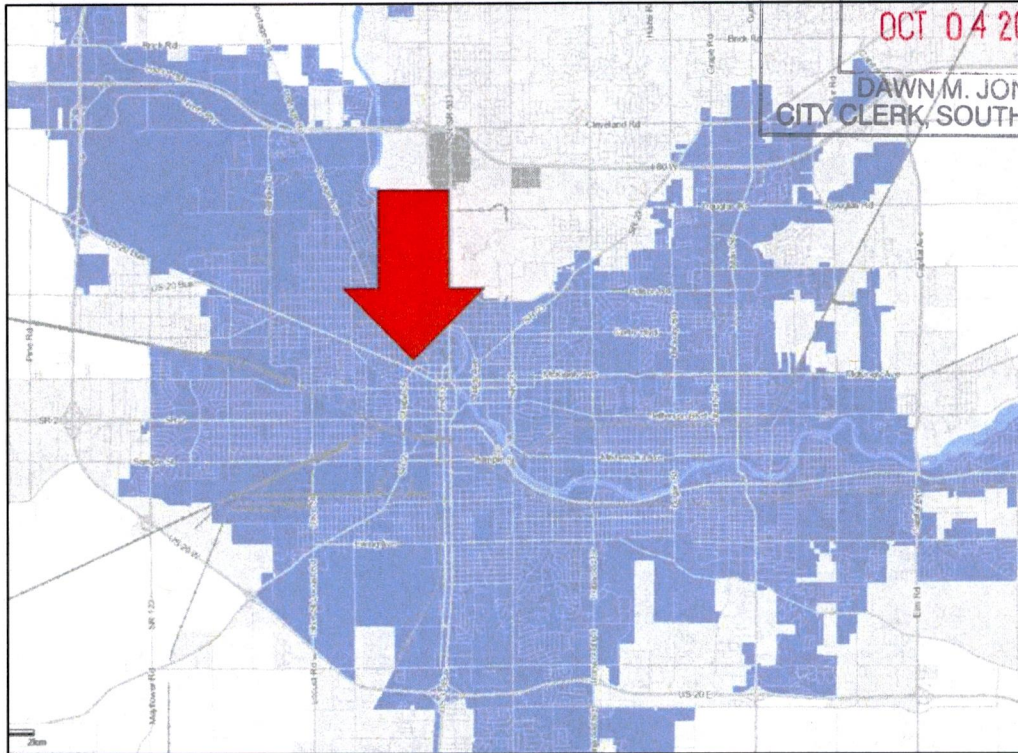


# Aerial and Street Views

Filed in Clerk's Office

OCT 04 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN





542 N. Scott St.

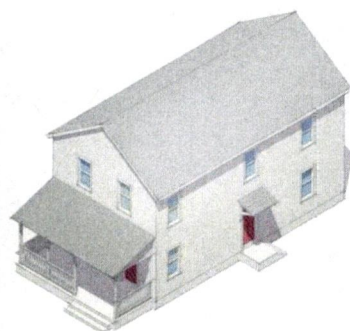


Filed in Clerk's Office  
OCT 04 2023  
DAWN M. JONES  
CLERK, SOUTH BEND, IN

430 Cottage Grove Ave.



616 Sherman Ave.



Filed in Clerk's Office  
OCT 04 2023  
DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

**MEMORANDUM OF AGREEMENT**

**(MULTI-FAMILY RESIDENTIAL DEVELOPMENT REAL PROPERTY TAX ABATEMENT)**

This Memorandum of Agreement (Agreement) dated as of September 28, 2023, serves as confirmation of a commitment by **Property Bros LLC** (the "Applicant"), pending an October 9th, 2023, 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 properties are located at;

542 N Scott St, South Bend, IN 46616, 430 Cottage Grove Avenue, South Bend, IN 46616 and 616 Sherman Avenue, South Bend, IN 46616,

and have Key Numbers;

71-08-02-476-017.000-026, 71-08-02-457-002.000-026 and 71-08-02-335-006.000-026, respectively.

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) multi-family residential 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 Nine Hundred Thirty Thousand dollars (\$930,000.00) for the development of at least seven (7) affordable housing units at property identified in Section 1 of this Agreement;

(b) creating at least one (1) permanent part-time job with an average hourly wage of between \$40-\$50 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. 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:	Property Bros LLC 1251 N Eddy St, Suite 200 South Bend IN 46617  Attn: Jordan Richardson
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 (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.



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

<p>“Applicant”</p> <p>Property Bros LLC</p> <p><i>Jordau Richardson</i></p> <p>By: _____</p> <p>Jordan Richardson Chief Executive Officer Property Bros, LLC</p> <p>Approved as to Legal Adequacy and Form this _____ day of _____, 2023.</p> <p>Counsel, South Bend Common Council</p> <p>_____</p> <p>Counsel for Applicant</p> <p>_____</p>	<p>“City”</p> <p>City of South Bend, Indiana</p> <p>By: _____</p> <p>Sharon McBride President, South Bend Common Council</p> <p>By: _____</p> <p>Rachel Tomas Morgan Chairperson, Community Investment Committee</p> <p></p> <p>By: _____</p> <p>Erik Glavich Department of Community Investment</p> <p>By: _____</p> <p>James Mueller Mayor</p>
--	--



Filed in Clerk's Office

OCT 04 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

**EXHIBIT A**

**Abatement Schedule**

Subject to the adoption by the SBCC of a resolution confirming the adoption of Declaratory Resolution No. 5055-23, the property owner is qualified for and is granted a multi-family residential development real property tax abatement for a period of eight (8) years as shown by the schedule outlined below.

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

# BILL NO. 23-62

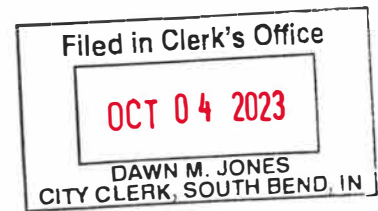
## City of South Bend Common Council

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

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



October 4, 2023



Sharon L. McBride  
President

Sheila Niezgodski  
Vice-President

Canneth Lee  
Chairperson, Committee  
of the Whole

Canneth Lee  
First District

Henry Davis, Jr.  
Second District

Sharon L. McBride  
Third District

Troy Warner  
Fourth District

Eli Wax  
Fifth District

Sheila Niezgodski  
Sixth District

Karen L. White  
At Large

Rachel Tomas Morgan  
At Large

Lori K. Hamann  
At Large

Chairperson Karen White  
Residential Neighborhoods Committee  
South Bend Common Council  
4<sup>th</sup> Floor, County-City Building  
South Bend, IN 46601

**RE: A RESOLUTION OF THE COMMON COUNCIL OF THE CITY  
OF SOUTH BEND, INDIANA CALLING FOR EQUITY AND  
DISAGGREGATION IN ADMINISTRATIVE REPORTS**

Dear Chairperson White:

I am submitting this resolution for the purpose of working towards a better system. The resolution is to spark reasonable discourse and support for a community hampered by inadequate funding and support over several decades.

The Lasalle Park area has in recent years received support but much more is needed to grow the area. I am asking for discussion as we move forward on this matter and other issues related to our neighborhoods.

Thank you for your consideration.

Council at the full Council meeting later that evening.

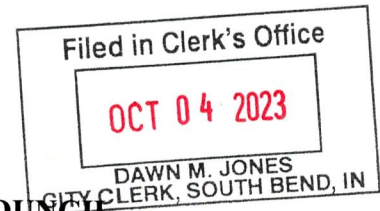
Thank you for your consideration.

Sincerely yours,

Henry Davis, Jr., South Bend Common  
Council Second District

**BILL NO. 23-62**

**RESOLUTION NO. 5059-23**



**A RESOLUTION OF THE COMMON COUNCIL  
OF THE CITY OF SOUTH BEND, INDIANA CALLING FOR EQUITY AND  
DISAGGREGATION IN ADMINISTRATIVE REPORTS**

**WHEREAS**, the City of South Bend commissioned Urban3—a private consulting firm specializing in land value economics, property tax analysis and community design—to conduct a financial analysis which uncovered that a compounded history of racial segregation, racist redlining practices and divestment from Black and low-income neighborhoods led to the loss of roughly a billion dollars in property value from South Bend relative to what existed in 1930; and

**WHEREAS**, on September 25, 2023, the South Bend Common Council adopted a resolution announcing and providing information about the formation of a Reparatory Justice Commission to study the issue of reparatory justice in South Bend; and

**WHEREAS**, the South Bend Common Council charged the Reparatory Justice Commission with presenting its findings and recommendations to the South Bend Common Council for consideration; and

**WHEREAS**, in February 2023, 2nd District Councilman Henry Davis and community members authored a resolution calling for American Rescue Plan (ARP) funding provided by the federal government to be appropriated for reparatory justice aims in order to uplift African American neighborhoods impacted by a history of racial segregation, divestment and environmental contamination; and

**WHEREAS**, on October 2, 2023, South Bend Mayor James Mueller indicated during a public forum hosted by the *South Bend Tribune* that American Rescue Plan funds support existing programs that fit within a reparatory justice “framework”; and

**WHEREAS**, according to Mayor James Muller, the City of South Bend appropriated part of the American Rescue Plan funds “to make historic investments in equity” so as to make progress “on these accounts”; and

**WHEREAS**, according to Mayor James Muller, the City of South Bend will allocate American Rescue Plan funds to make investments in neighborhoods that have experienced disinvestment over many decades; and

**WHEREAS**, the City of South Bend appropriated American Rescue Plan funds to establish an “opportunity fund” to support Black- and minority-owned businesses; and



**WHEREAS**, the City of South Bend will spend American Rescue Plan funds on a city plan to boost Black homeownership rates in neighborhoods that have experienced disinvestment over many decades; and

**WHEREAS**, the City of South Bend and the South Bend Common Council recognize that American Rescue Plan funds represent an opportunity to make historic and “once-in-a-generation” investments in historically underserved communities; and

**WHEREAS**, the City of South Bend considers itself to be a “data-driven” city.

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

**Section I.** The South Bend Common Council hereby recommends as good practice that going forward the City of South Bend provide semi-annual data reports on how existing city programs funded by the American Rescue Plan impact historically underserved communities until said American Rescue Plan funds are completely spent down.

**Section II.** The South Bend Common Council hereby recommends as good practice going forward that the City of South Bend provide semi-annual data reports on how existing city programs in the Department of Community Investment, the Department of Public Works and Venues, Parks and Arts impact historically underserved communities.

**Section III.** The South Bend Common Council hereby recommends as good practice going forward that the City of South Bend disaggregate data included in these respective semi-annual reports by census block group, census tract, gender, racial and ethnic demographics in order to monitor trends and measure equitable investment and subsequent impact.

**Section IV.** This resolution shall become effective upon the date of passage.

**Approved this 09<sup>th</sup> day of October 2023**

---

Sharon McBride, Council President  
South Bend Common Council

Attest:

---

Dawn M. Jones, 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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_ . m.

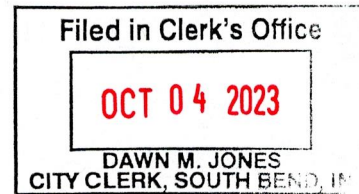
---

Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o'clock \_\_\_\_ .m.

---

James Mueller, Mayor  
City of South Bend, Indiana



# SUBSTITUTE BILL NO. 56-23

County-City Building  
227 W Jefferson Blvd Suite, 1200 N  
South Bend, IN 46601

James Mueller, Mayor



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



## City of South Bend

*Department of Administration & Finance  
Division of Human Resources*

October 5, 2023

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

RE: Substitute 2024 TRANSPO Budget Appropriation and Property Tax Levy

Dear Council President McBride:

Attached, please find a substitute bill for consideration by the Common Council of the City of South Bend appropriating, adopting and approving monies for the South Bend Public Transportation Corporation (Transpo) for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

This substitute bill includes Exhibit A (Transpo 2024 Proposed Budget) and Exhibit B (Budget Form No. 4)

Per requirements of the Indiana Department of Local Government Finance ("DLGF"), when this bill is voted upon, each Councilmember's vote must be reflected on the last page of Exhibit B ("DLGF Budget Form No. 4"), and each Councilmember must sign this page of Exhibit B.

I will be available to discuss this bill at the appropriate sessions of the Personnel and Finance Committee and other meetings of the South Bend Common Council. Employees of the South Bend Public Transportation Corporation will also be available at these meetings.

Regards,

A handwritten signature in blue ink that reads "Kyle Willis".

Kyle Willis  
City Controller



Filed in Clerk's Office

OCT 06 2023

**SUBSTITUTE BILL NO. 56-23**

**BILL NO. 10970-23**

**A SUBSTITUTE ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROPRIATING, ADOPTING AND APPROVING THE SOUTH BEND PUBLIC TRANSPORTATION CORPORATION'S 2024 BUDGET AND LEVYING THE TAX AND FIXING THE RATE OF THE TAXATION FOR THE PURPOSE OF RAISING REVENUE TO FUND THE SOUTH BEND PUBLIC TRANSPORTATION CORPORATION, SOUTH BEND, INDIANA, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024**

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**STATEMENT OF PURPOSE AND INTENT**

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Pursuant to Indiana law, the South Bend Public Transportation Corporation is required to submit its proposed budget and tax levy to the Common Council of the City of South Bend for adoption. Specifically, Indiana Code § 6-1.1-17-20 requires that the South Bend Public Transportation Corporation, as a political subdivision governed by a majority of unelected officials, submit its proposed budget and property tax levy to the Common Council of the City of South Bend. Pursuant to Indiana Code § 6-1.1-17-20(e), the Common Council of the City of South Bend is required to review the South Bend Public Transportation Corporation's budget and proposed tax levy and adopt a final budget and tax levy for the South Bend Public Transportation Corporation.

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

SECTION I. The South Bend Public Transportation Corporation's budget for the year ending December 31, 2024, in the sum of **\$13,839,451**, as shown in the budget filed with the Common Council on August 31, 2023 and attached to this Ordinance as Exhibit A, is appropriated, adopted, approved and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. By adoption of and consistent with this Ordinance, the State-mandated Budget Form No. 4 attached to this Ordinance as Exhibit B is hereby approved and adopted.

SECTION II. For the purpose of raising revenue to meet the necessary expenses of the South Bend Public Transportation Corporation, there shall be levied a property tax upon each one hundred dollars of assessed valuation of taxable property within the City of South Bend, Indiana, for the fiscal year 2023 to be collected in the year 2024, as shown and described in Exhibit B.

SECTION III. This Ordinance shall be in full force and effect from and after its passage by the Common Council of the City of South Bend and approved by the Mayor.

---

Sharon McBride, Council President  
South Bend Common Council

Attest:

---

Dawn M. Jones, 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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_ . m.

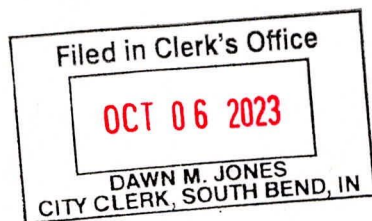
---

Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o'clock.  
\_\_\_\_ . m.

---

James Mueller, Mayor  
City of South Bend, Indiana



Filed in Clerk's Office

OCT 06 2023

DAWN M. JON  
CITY CLERK, SOUTH BEND, IN



***transpo***

***south bend public  
transportation corporation***

**2024 FISCAL OPERATING & CAPITAL BUDGET**

January 1, 2024 through December 31, 2024

Prepared By  
South Bend Public Transportation Corporation

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## SOUTH BEND PUBLIC TRANSPORTATION CORPORATION

### 2024 REVENUE PROJECTION

SOURCE	% CHANGE - 2023 BUDGET vs. ACTUAL				
	2024 BUDGET	2023 BUDGET	2022 ACTUAL	2024 BUDGET	2023 ACTUAL
FAREBOX	\$ 1,357,057	\$ 1,004,357	\$ 1,148,279	35.12%	18.18%
ADVERTISING	\$ 199,998	\$ 165,000	\$ 165,956	21.21%	20.51%
LEASE REVENUE	\$ 28,456	\$ 27,158	\$ 2,640	4.78%	977.86%
CONCESSIONS AND MISCELLANEOUS	\$ 24,600	\$ 32,010	\$ 116,374	-23.15%	-78.86%
INTEREST INCOME	\$ 9,259	\$ 2,474	\$ 11,296	274.25%	-18.04%
PROPERTY TAX	\$ 3,700,000	\$ 3,400,000	\$ 3,223,213	8.82%	14.79%
LICENSE EXCISE TAX	\$ 268,000	\$ 280,000	\$ 268,779	-4.29%	-0.29%
OPTION INCOME TAX	\$ 653,237	\$ 508,068	\$ 509,410	28.57%	28.23%
STATE ASSISTANCE	\$ 2,120,889	\$ 2,100,889	\$ 2,060,889	0.95%	2.91%
FEDERAL PREVENTATIVE MAINTENANCE	\$ 1,250,000	\$ 1,363,367	\$ 914,734	-8%	36.65%
FEDERAL ASSISTANCE	\$ 2,419,955	\$ 2,890,694	\$ 2,552,152	-16%	-5.18%
LEASE PAYMENT FROM CITY	\$ 200,000	\$ 200,000	\$ 200,000	0%	0.00%
<b>TOTAL</b>	<b>\$ 12,231,451</b>	<b>\$ 11,974,017</b>	<b>\$ 11,173,722</b>	<b>2.15%</b>	<b>9.47%</b>

## SOUTH BEND PUBLIC TRANSPORTATION CORPORATION

### 2024 EXPENSE PROJECTION

Expense Category	% CHANGE - 2022 BUDGET VS. ACTUAL					
	2024 BUDGET	2023 BUDGET	2022 ACTUAL	2023 BUDGET	2022 ACTUAL	
Tangible Property / Fixed Assets	\$ -	\$ -	\$ -	N/A	N/A	
Salaries & Wages	\$ 6,899,321	\$ 6,482,647	\$ 5,785,882	6.43%	19.24%	
Fringe Benefits	\$ 2,457,001	\$ 2,751,930	\$ 1,861,647	-10.72%	31.98%	
Services	\$ 772,225	\$ 729,604	\$ 728,421	5.84%	6.01%	
Materials & Supplies	\$ 931,533	\$ 793,874	\$ 1,100,705	17.34%	-15.37%	
Utilities	\$ 431,000	\$ 403,500	\$ 319,768	6.82%	34.79%	
Insurance	\$ 634,570	\$ 589,570	\$ 442,569	7.63%	43.38%	
Other Taxes						
Miscellaneous	\$ 105,800	\$ 116,250	\$ 137,979	-8.99%	-23.32%	
<b>SUB-TOTAL</b>	<b>\$ 12,231,451</b>	<b>\$11,867,377</b>	<b>\$ 10,376,971</b>	<b>3.07%</b>	<b>17.87%</b>	
Transfer - Capital Improvements / Reserve for Liability	\$ -					
<b>TOTAL</b>	<b>\$ 12,231,451</b>	<b>\$11,867,376</b>	<b>\$ 10,376,971</b>	<b>3.07%</b>	<b>17.87%</b>	

**TRANSP**  
**Budgeted Appropriations**

Category	Operating Budget		Capital Budget		Total 2024 Appropriations
	2024	2023	2024	2023	
Personnel Services	9,356,322	9,234,578			9,356,322
Other Services and Charges	1,943,595	1,772,639			1,943,595
Supplies	931,534	966,800			931,534
Capital Outlays	268,000	229,086	1,340,000	1,145,429	1,608,000
<b>Total Appropriations</b>	<b>\$ 12,499,451</b>	<b>\$ 12,203,103</b>	<b>\$ 1,340,000</b>	<b>\$ 1,145,429</b>	<b>\$ 13,839,451</b>





## 2024 OPERATING BUDGET ASSUMPTIONS

### REVENUES:

**Federal, State, and Local:** Transpo continues to avail ourselves of annual federal capital formula grant funds for preventative maintenance and operating assistance. The application of such funds towards the operating budget assists with offsetting any revenues lost from decreased passenger revenue due ongoing ridership recovery following the COVID-19 pandemic. Transpo will continue to pursue competitive grant opportunities to fund capital improvements and expenses.

**Ridership and Revenue:** After several years of decreasing fixed route ridership, Transpo had five consecutive months of increasing ridership in late 2019 and early 2020. With the onset of COVID-19 in March 2020, ridership and passenger revenue decreased dramatically. As a result, Transpo implemented a reduced service schedule in April 2020. Transpo resumed full service in July 2020.

While ridership continues to improve, 2022 ridership was 72% of the pre-pandemic ridership. Year-to-date through June 2023, ridership is up approximately 12% compared to 2022.

Transpo has renewed ridership programs with the University of Notre Dame, Saint Mary's College, Holy Cross College, Indiana University South Bend, Ivy Tech Community College, South Bend Community School Corporation, School City of Mishawaka and Purdue Polytechnic High School while continuing to pursue additional opportunities.

### EXPENSES:

**COVID-19:** Significant costs were incurred in preventative measures, increased cleaning and disinfecting protocols and ensuring Personal Protective Equipment (PPE) remains available for all employees and the general public utilizing Transpo's services. Transpo will continue these practices for 2024.

**Employee Wages and Benefits:** For 2024, Transpo budgeted an increase in wages and employee benefits from the 2023 budget.

**Vehicular and Operating:** During 2023 Transpo purchased and received nine new Compressed Natural Gas (CNG) fixed route vehicles. With the receipt of these vehicles Transpo's fixed route fleet is 100% CNG. The new CNG buses will decrease fuel costs

by approximately one dollar per gallon and continue to reduce Transpo's carbon footprint.

**Transfer – Capital Improvement Fund/Restricted Liability Reserve:** The 2024 budget does not provide the opportunity to transfer funds into the capital account to fund capital purchases. If at the end of 2024, a budget surplus would occur, the surplus would be transferred to the capital account to fund 2025 capital purchases.

- **UPON THE ADOPTION OF THE ANNUAL BUDGET BY THE SOUTH BEND PUBLIC TRANSPORTATION BOARD OF DIRECTORS, A MONTHLY BUDGET, BASED ON HISTORICAL AND FUTURE TRENDS, WILL BE ESTABLISHED. THIS WILL HELP FACILITATE THE MONTHLY REVIEW OF FINANCIAL REPORTS BY BOARD MEMBERS AND INTERNAL MANAGEMENT.**



## 2024 OPERATING BUDGET POLICY STATEMENTS

### FINANCIAL CAPACITY:

1. Management will continue to search for investment, grant and funding opportunities to maximize revenues.
2. Management will assure cash handling practices to safeguard funds in its protection and toward timely collection of funds owed.

### SERVICE POLICY:

3. Transpo, in partnership with MACOG, completed the CONNECT Transit Plan operational analysis in 2023. The Transpo Board of Directors approved both the Short-Term Network and Additional Funding Network. Transpo anticipates implementation of the Short-Term network changes in 2024.
4. Access service will be provided in accordance with all applicable FTA guidelines.

### MANAGEMENT:

5. A professional workforce will carry out our Mission Statement. Management will assure fairness, consistency, and effective Equal Employment Opportunity and Affirmative Action policies and practices.
6. Assumes continuation of team development, employee recognition, and increased opportunities for employee training.
7. Assumes continued pursuit of programs of wellness and accident prevention in an effort to stem, to whatever extent possible, rising insurance costs.



# TRANSPO

## 2024 BUDGET SUBMISSION

**DEPARTMENT:** All

**ACCOUNT TITLE:** Salaries & Wages      Summary

2022 ACTUAL	<u>\$ 6,092,798</u>	2024 BUDGET REQUEST	<u>\$ 6,899,321</u>
2023 MONTHLY AVERAGE	<u>\$ 509,992</u>	2023 APPROVED BUDGET	<u>\$ 6,482,648</u>
2023 EST EXPENSE	<u>\$ 6,242,348</u>	BUDGET CHANGE	<u>\$ 416,673</u>

<u>Account Title</u>	<u>2023</u>	<u>2024</u>
Operations-Fixed Route	\$ 3,568,936	\$ 3,821,613
Operations-ADA	741,256	715,612
Operations-Administration	435,354	546,745
Maintenance- Vehicles	942,129	1,035,761
Maintenance- Administration	129,126	135,159
Maintenance-Non-Revenue	92,260	109,617
General Administration	<u>573,586</u>	<u>534,814</u>
Total	<u>\$ 6,482,647</u>	<u>\$ 6,899,321</u>

# TRANSPO

## 2024 BUDGET SUBMISSION

DEPARTMENT: All

ACCOUNT TITLE: Fringe Benefits      Summary

2022 ACTUAL	<u>\$ 2,130,046</u>	2024 BUDGET REQUEST	<u>\$ 2,457,001</u>
2023 MONTHLY AVERAGE	<u>\$ 210,892</u>	2023 APPROVED BUDGET	<u>\$ 2,751,930</u>
2023 EST EXPENSE	<u>\$ 2,530,710</u>	BUDGET CHANGE	<u>\$ (294,929)</u>

<u>Account Title</u>	<u>2023</u>	<u>2024</u>
Fringe Benefits-FICA	\$ 495,923	\$ 527,797
Fringe Benefits-Pension Plan	366,580	353,295
Fringe Benefits-Medical Insurance	1,597,390	1,261,313
Fringe Benefits- Dental Insurance	44,163	41,158
Fringe Benefits--Life Insurance	36,865	38,334
Fringe Benefits-Short Term Disability	7,787	8,000
Fringe Benefits-Unemployment Insurance	11,461	10,926
Fringe Benefits-Workman's Compensation	139,348	162,309
Fringe Benefits-Uniforms	46,413	47,868
Fringe Benefits- Tool Allowance	6,000	6,000
Total	<u>\$2,751,930</u>	<u>\$ 2,457,001</u>

# TRANSPO

## 2024 BUDGET SUBMISSION

DEPARTMENT: All

ACCOUNT TITLE: Services Summary

2022 ACTUAL	\$	<u>833,924</u>	2024 BUDGET REQUEST	\$	<u>772,225</u>
2023 MONTHLY AVERAGE	\$	<u>65,242</u>	2023 APPROVED BUDGET	\$	<u>729,604</u>
2023 EST EXPENSE	\$	<u>881,912</u>	BUDGET CHANGE	\$	<u>42,621</u>

Account Title	2023	2024
Professional & Technical	150,369	140,369
Board Travel/Training	5,000	5,000
Temporary Help	2,500	2,500
Contract Services      Operations	12,850	54,850
Contract Services      Maintenance	353,355	363,976
Contract Services      Administration	144,800	144,800
Security Services	60,730	60,730
Physical Damage Repairs	20,000	20,000
Recoveries of Physical Damage Repairs	(20,000)	(20,000)
	Total	Total
	<u>\$ 729,604</u>	<u>\$ 772,225</u>



# TRANSPO

## 2024 BUDGET SUBMISSION

**DEPARTMENT:** All

**ACCOUNT TITLE:** Materials & Supplies Summary

2022 ACTUAL	\$	<u>873,272</u>	<b>2024 BUDGET REQUEST</b>	<b>\$</b>	<b><u>931,533</u></b>
2023 MONTHLY AVERAGE	\$	<u>69,194</u>	2023 APPROVED BUDGET	\$	<u>793,874</u>
2023 EST EXPENSE	\$	<u>830,325</u>	BUDGET CHANGE	\$	<u>137,659</u>

Account Title	2023	2024
Fuel & Lubricants	\$ 480,417	\$ 609,516
Fuel & Lubricants	12,897	18,457
Tires & Tubes	2,560	2,560
Materials & Supplies	10,000	10,000
Materials & Supplies	250,000	250,000
Materials & Supplies	17,000	17,000
Other Materials & Supplies	4,500	7,500
Other Materials & Supplies	2,600	2,600
Other Materials & Supplies	13,900	13,900
Total	<b>\$ 793,874</b>	<b>\$ 931,533</b>

# TRANSPO

## 2024 BUDGET SUBMISSION

**DEPARTMENT:** Administration & Maintenance

**ACCOUNT TITLE:** Utilities

**ACCOUNT NUMBER:** 505-0x50-00 505-0x2x-00

2022 ACTUAL	<u>\$ 341,198</u>	2024 BUDGET REQUEST	<u>\$ 431,000</u>
2023 MONTHLY AVERAGE	<u>\$ 34,595</u>	2023 APPROVED BUDGET	<u>\$ 403,500</u>
2023 EST EXPENSE	<u>\$ 415,138</u>	BUDGET CHANGE	<u>\$ 27,500</u>

<u>Account Title</u>	<u>2023</u>	<u>2024</u>
Electricity	\$ 240,000	\$ 260,000
Water & Sewage	\$ 17,500	\$ 18,000
Trash Collection	\$ 6,000	\$ 6,000
Telephone	\$ 45,000	\$ 47,000
Natural Gas	\$ 95,000	\$ 100,000
Totals	<u>\$ 403,500</u>	<u>\$ 431,000</u>

TRANSPO

2024 BUDGET SUBMISSION

DEPARTMENT: All

ACCOUNT TITLE: Insurance Summary

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2022 ACTUAL	<u>\$ 502,966</u>	2024 BUDGET REQUEST	<u>\$ 634,570</u>
2023 MONTHLY AVERAGE	<u>\$ 48,923</u>	2023 APPROVED BUDGET	<u>\$ 589,570</u>
2023 EST EXPENSE	<u>\$ 587,073</u>	BUDGET CHANGE	<u>\$ 45,000</u>

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Insurance - Liability & Physical Damage/Corporate Insurance	\$ 553,285
Other Corporate Insurance	81,285
	<hr/>
Total	<u>\$ 634,570</u>



# TRANSP0

## 2024 BUDGET SUBMISSION

**DEPARTMENT:** All

**ACCOUNT TITLE:** Miscellaneous      Summary

2022 ACTUAL	<u>\$ 59,619</u>	2024 BUDGET REQUEST	<u>\$ 105,800</u>
2023 MONTHLY AVERAGE	<u>\$ 9,017</u>	2023 APPROVED BUDGET	<u>\$ 116,250</u>
2023 EST EXPENSE	<u>\$ 114,117</u>	BUDGET CHANGE	<u>\$ (10,450)</u>

Account Title	2023	2024
Dues & Subscriptions	\$ 17,250	\$ 17,300
Travel & Meetings	25,000	25,000
Community Services	12,000	12,000
Promotion	6,000	6,000
Advertising Placements	45,500	45,500
Interest Expense on Tax Warrants/Loans	10,500	-
Total	<u>\$ 116,250</u>	<u>\$ 105,800</u>

**2024 BUDGET SUBMISSION**

**DEPARTMENT:** All

**ACCOUNT TITLE:** Capital Fund Requirements

**ACCOUNT NUMBER:** 301-0101-00

2022 ACTUAL	<u>\$ 3,706,636</u>	<b>2024 BUDGET REQUEST</b>	<u><b>\$ 1,340,000</b></u>
2023 MONTHLY AVERAGE	<u>\$ 173,785</u>	2023 APPROVED BUDGET	<u>\$ 1,413,550</u>
2023 EST EXPENSE	<u>\$ 2,085,425</u>	BUDGET CHANGE	<u>\$ (73,550)</u>

<u>Grant Number</u>	<u>\$\$\$ Available</u>	<u>FTA/State Funded</u>	<u>Total Required</u>
IN-34-X016	\$ 50,000	\$ 40,000	\$ 10,000
IN-90-X795	\$ 100,000	\$ 80,000	\$ 20,000
IN-90-X819	\$ 2,000,000	\$ 1,600,000	\$ 400,000
2023- 5307-FTA Grant	\$ 4,300,000	\$ 3,440,000	\$ 860,000
2023-5339-FTA Grant	\$ 250,000	\$ 200,000	\$ 50,000
Total	<u><u>\$ 6,900,000</u></u>	<u><u>\$ 5,360,000</u></u>	<u><u>\$ 1,340,000</u></u>

# TRANSPO

## 2024 BUDGET SUBMISSION

DEPARTMENT: All

ACCOUNT TITLE: Passenger Fares Summary

ACCOUNT NUMBER: 413-0100-00

2022 ACTUAL:	\$ 833,334	2024 BUDGET REQUEST	\$ 1,357,057
2023 AVERAGE:	\$ 72,946	2023 APPROVED BUDGET	\$ 997,666
2023 ESTIMATED:	\$ 875,347	BUDGET CHANGE:	\$ 359,391

<u>Account Title</u>	<u>2022</u>	<u>2023</u>
Passenger Revenue	\$ 453,602	\$ 619,725
Access Passenger Revenue	49,493	51,053
Access Punch Card Revenue	47,953	64,506
Passport Revenue	132,115	252,542
Student Pass Revenue	450	1,440
Trippler Revenue	180,000	215,055
Two Week Pass	58,256	56,543
One Day Pass	75,796	96,194
Student Summer Pass	-	-
	\$ 997,666	\$ 1,357,057

Filed in Clerk's Office

OCT 06 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN



# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)  
 Approved by the State Board of Accounts, 2015  
 Prescribed by the Department of Local Government Finance

Budget Form No. 4  
 Generated 10/6/2023 11:35:09 AM

Ordinance / Resolution Number: 56-23

Be it ordained/resolved by the **South Bend Common Council** that for the expenses of **SOUTH BEND PUBLIC TRANSPORTATION** for the year ending December 31, **2024** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **SOUTH BEND PUBLIC TRANSPORTATION**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **South Bend Common Council**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
South Bend Common Council	Common Council and Mayor	10/09/2023

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
8001	SPECIAL TRANSPORTATION GEN	\$12,231,451	\$5,691,370	0.1162
8090	SPECIAL TRANSPORTATION CUMULATIVE	\$1,608,000	\$0	0.0000
		<b>\$13,839,451</b>	<b>\$5,691,370</b>	<b>0.1162</b>

Filed in Clerk's Office

OCT 06 2023

DAWN M. JON  
 CITY CLERK, SOUTH BEND, IN

## ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)  
 Approved by the State Board of Accounts, 2015  
 Prescribed by the Department of Local Government Finance

Budget Form No. 4  
 Generated 10/6/2023 11:35:09 AM

Name		Signature
Sharon McBride	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Karen White	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Sheila Niezgodski	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Lori K. Hamann	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Rachel Tomas Morgan	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Henry Davis Jr.	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Eli Wax	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Canneth Lee	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Troy Warner	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

### ATTEST

Name	Title	Signature
Dawn M. Jones	City Clerk	

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1 Yes  No

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31 Yes  No

Filed in Clerk's Office

OCT 06 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

# BILL NO. 56-23

County-City Building  
227 W Jefferson Blvd Suite, 1200 N  
South Bend, IN 46601

James Mueller, Mayor



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

## City of South Bend

Department of Administration & Finance  
Division of Human Resources

Filed in Clerk's Office

SEP 06 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

September 6, 2023

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

RE: 2024 TRANSPO Budget Appropriation and Property Tax Levy

Dear Council President McBride:

Attached, please find a bill for consideration by the Common Council of the City of South Bend appropriating, adopting and approving monies for the South Bend Public Transportation Corporation (Transpo) for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

This bill is respectfully submitted for 1<sup>st</sup> reading filing with the Common Council for the council meeting on September 11, 2023, 2<sup>nd</sup> reading and public hearing at the council meeting on September 25, 2023, with 3<sup>rd</sup> reading and council vote at the council meeting on October 9, 2023. Per requirements of the Indiana Department of Local Government Finance ("DLGF"), when this bill is voted upon, each Councilmember's vote must be reflected on the last page of Exhibit B ("DLGF Budget Form No. 4"), and each Councilmember must sign this page of Exhibit B.

It should be noted that the exhibits will be forthcoming in a substitute ordinance.

I will be available to discuss this bill at the appropriate sessions of the Personnel and Finance Committee and other meetings of the South Bend Common Council. Employees of the South Bend Public Transportation Corporation will also be available at these meetings.

Regards,

Kyle Willis  
City Controller



Filed in Clerk's Office

SEP 06 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

**BILL NO. 56-23**

**ORDINANCE NO. 10970-23**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROPRIATING, ADOPTING AND APPROVING THE SOUTH BEND PUBLIC TRANSPORTATION CORPORATION'S 2024 BUDGET AND LEVYING THE TAX AND FIXING THE RATE OF THE TAXATION FOR THE PURPOSE OF RAISING REVENUE TO FUND THE SOUTH BEND PUBLIC TRANSPORTATION CORPORATION, SOUTH BEND, INDIANA, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024**

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**STATEMENT OF PURPOSE AND INTENT**

---

Pursuant to Indiana law, the South Bend Public Transportation Corporation is required to submit its proposed budget and tax levy to the Common Council of the City of South Bend for adoption. Specifically, Indiana Code § 6-1.1-17-20 requires that the South Bend Public Transportation Corporation, as a political subdivision governed by a majority of unelected officials, submit its proposed budget and property tax levy to the Common Council of the City of South Bend. Pursuant to Indiana Code § 6-1.1-17-20(e), the Common Council of the City of South Bend is required to review the South Bend Public Transportation Corporation's budget and proposed tax levy and adopt a final budget and tax levy for the South Bend Public Transportation Corporation.

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

**SECTION I.** The South Bend Public Transportation Corporation's budget for the year ending December 31, 2024, in the sum of **\$13,839,451**, as shown in the budget filed with the Common Council on August 31, 2023 and attached to this Ordinance as Exhibit A, is appropriated, adopted, approved and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. By adoption of and consistent with this Ordinance, the State-mandated Budget Form No. 4 attached to this Ordinance as Exhibit B is hereby approved and adopted.

**SECTION II.** For the purpose of raising revenue to meet the necessary expenses of the South Bend Public Transportation Corporation, there shall be levied a property tax upon each one hundred dollars of assessed valuation of taxable property within the City of South Bend, Indiana, for the fiscal year 2023 to be collected in the year 2024, as shown and described in Exhibit B.

**SECTION III.** This Ordinance shall be in full force and effect from and after its passage by the Common Council of the City of South Bend and approved by the Mayor.

---

Sharon McBride, President  
South Bend Common Council

Attest:

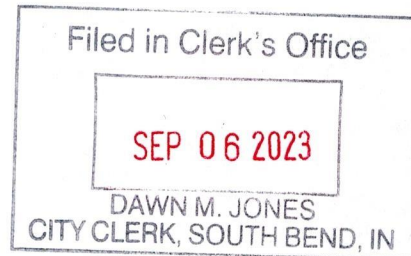
\_\_\_\_\_  
Dawn M. Jones, City Clerk

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

\_\_\_\_\_  
Dawn M. Jones, City Clerk

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

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



# SUBSTITUTE BILL NO. 57-23

County-City Building  
227 W Jefferson Blvd Suite, 1200 N  
South Bend, IN 46601

James Mueller, Mayor



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



## City of South Bend

*Department of Administration & Finance  
Division of Human Resources*

September 6, 2023

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

RE: 2024 Annual Budget Appropriation and Property Tax Levy

Dear President McBride:

Attached, please find a bill for consideration by the Common Council of the City of South Bend appropriating monies for city expenditures for the fiscal year commencing January 1, 2024 and ending December 31, 2024, and levying property taxes for the same.

This bill is respectfully submitted for 1<sup>st</sup> reading filing with the Common Council for the council meeting on September 11, 2023, 2<sup>nd</sup> reading and public hearing at the council meeting on September 25, 2023, with 3<sup>rd</sup> reading and council vote at the council meeting on October 9, 2023. Per requirements of the Indiana Department of Local Government Finance ("DLGF"), when this bill is voted upon, each Councilmember's vote must be reflected on the last page of Exhibit B ("DLGF Budget Form No. 4"), and each Councilmember must sign this page of Exhibit B.

I will be available to discuss this bill at the appropriate sessions of the Personnel and Finance Committee and other meetings of the South Bend Common Council.

Regards,

A handwritten signature in blue ink that reads "Kyle Willis".

Kyle Willis  
City Controller



**SUBSTITUTE BILL NO. 57-23**

**ORDINANCE NO. 10971-23**

Filed in C.  
OCT 06 2023  
DAWN  
CITY CLERK

**A SUBSTITUTE ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, LEVYING TAXES AND FIXING THE RATE OF TAXATION FOR THE PURPOSE OF RAISING REVENUE TO MEET THE NECESSARY EXPENSES OF THE CIVIL CITY OF SOUTH BEND FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024, AND APPROPRIATING MONIES FOR THE PURPOSE OF DEFRAYING THE EXPENSES OF THE CITY OF SOUTH BEND, INDIANA FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024, INCLUDING ALL OUTSTANDING CLAIMS AND OBLIGATIONS, AND FIXING A TIME WHEN THE SAME SHALL TAKE EFFECT**

STATEMENT OF PURPOSE AND INTENT

It is necessary to pass this Ordinance in order to appropriate monies to defray the expenses of several Departments of the Civil City of South Bend, Indiana for 2024, and it is necessary to levy a tax on taxable property for the purpose of meeting said expenses.

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

SECTION I. For the expenses of the Civil City Government, its various Departments, Funds, Commissions, and institutions for the fiscal year ending December 31, 2024, the sums of money stated in the budget summary attached to this Ordinance as Exhibit A (in the form required by South Bend Municipal Code Sec. 2-90) are hereby appropriated and ordered set apart within the funds identified in that Exhibit (the "Funds"), subject to the laws governing the same. The sums herein appropriated shall be deemed to include all expenditures authorized to be made in said year, unless otherwise expressly stipulated or provided by the law. By adoption of and consistent with this Ordinance, the State-mandated Budget Form No. 4 attached to this Ordinance as Exhibit B is hereby approved and adopted with respect to the Funds.

SECTION II. For the purpose of raising revenue to meet the expenses of the Civil City Government, its various Departments, Funds, Commissions, and institutions for the fiscal year ending December 31, 2024, there shall be levied a property tax upon each one hundred dollars of assessed valuation of taxable property within the City of South Bend, Indiana, for the fiscal year 2023 to be collected in the year 2024, as shown and described in the State-mandated Budget Form No. 4 attached to this Ordinance as Exhibit B.

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

Sharon McBride, Common Council President

Attest:

Dawn M. Jones, City Clerk

Presented by me to the Mayor of the City of South Bend, Indiana on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_\_ m.

Dawn M. Jones, City Clerk

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

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

Filed in Clerk's Office  
**OCT 06 2023**  
DAWN M. J.  
CITY CLERK, SOUTH BEND, INDIANA

**Exhibit A**  
 2024 Budget  
 Form Required by  
 South Bend Municipal Code Sec. 2-90



Filed in Clerk's Office  
**OCT 06 2023** City of South Bend, IN  
 DAWN M. JONES  
 CITY CLERK, SOUTH BEND, IN.

Department	Cost Category	Fund	2024 Budget
Administration & Finance	Personnel	101 - General Fund	3,913,195
Administration & Finance	Personnel	222 - Central Services	3,833,864
Administration & Finance	Personnel	226 - Liability Insurance	47,000
Administration & Finance	Personnel	258 - Human Rights Federal Grants	197,505
Administration & Finance	Personnel	711 - Self-Funded Employee Benefits	18,203,043
Administration & Finance	Personnel	713 - Unemployment Compensation	80,000
Administration & Finance	Personnel	714 - Parental Leave Fund	253,846
<b>Administration &amp; Finance</b>	<b>Personnel Total</b>		<b>26,528,452</b>
Administration & Finance	Supplies	101 - General Fund	38,052
Administration & Finance	Supplies	222 - Central Services	6,913,647
Administration & Finance	Supplies	258 - Human Rights Federal Grants	2,500
Administration & Finance	Supplies	711 - Self-Funded Employee Benefits	150,000
<b>Administration &amp; Finance</b>	<b>Supplies Total</b>		<b>7,104,199</b>
Administration & Finance	Services	101 - General Fund	2,255,000
Administration & Finance	Services	217 - Gift, Donation, Bequest	14,000
Administration & Finance	Services	222 - Central Services	309,413
Administration & Finance	Services	226 - Liability Insurance	3,593,000
Administration & Finance	Services	258 - Human Rights Federal Grants	67,800
Administration & Finance	Services	711 - Self-Funded Employee Benefits	1,971,052
<b>Administration &amp; Finance</b>	<b>Services Total</b>		<b>8,210,265</b>
Administration & Finance	Capital	222 - Central Services	34,000
<b>Administration &amp; Finance</b>	<b>Capital Total</b>		<b>34,000</b>
Administration & Finance	Debt Service	222 - Central Services	4,245
Administration & Finance	Debt Service	752 - South Bend Redevelopment Authority	4,689,081
Administration & Finance	Debt Service	755 - South Bend Building Corporation	1,425,193
<b>Administration &amp; Finance</b>	<b>Debt Service Total</b>		<b>6,118,519</b>
Administration & Finance	Interfund Transfers	101 - General Fund	638,595
Administration & Finance	Interfund Transfers	222 - Central Services	776,640
Administration & Finance	Interfund Transfers	404 - Local Income Tax - Certified Shares	3,303,608
Administration & Finance	Interfund Transfers	406 - Cumulative Capital Development	500,000
Administration & Finance	Interfund Transfers	407 - Cumulative Capital Improvement	75,000
<b>Administration &amp; Finance</b>	<b>Interfund Transfers Total</b>		<b>5,293,843</b>
<b>Administration &amp; Finance Total</b>			<b>53,289,279</b>
City Clerk	Personnel	101 - General Fund	397,180
<b>City Clerk</b>	<b>Personnel Total</b>		<b>397,180</b>
City Clerk	Supplies	101 - General Fund	9,500
<b>City Clerk</b>	<b>Supplies Total</b>		<b>9,500</b>
City Clerk	Services	101 - General Fund	85,500
<b>City Clerk</b>	<b>Services Total</b>		<b>85,500</b>
City Clerk	Interfund Transfers	101 - General Fund	102,033
<b>City Clerk</b>	<b>Interfund Transfers Total</b>		<b>102,033</b>
<b>City Clerk Total</b>			<b>594,213</b>
Code Enforcement Dept	Services	227 - Loss Recovery	1,500
<b>Code Enforcement Dept</b>	<b>Services Total</b>		<b>1,500</b>
<b>Code Enforcement Dept Total</b>			<b>1,500</b>



**Exhibit A**  
 2024 Budget  
 Form Required by  
 South Bend Municipal Code Sec. 2-90



City of South Bend, IN

Department	Cost Category	Fund	2024 Budget
Common Council	Personnel	101 - General Fund	603,800
<b>Common Council</b>	<b>Personnel Total</b>		<b>603,800</b>
Common Council	Supplies	101 - General Fund	2,500
<b>Common Council</b>	<b>Supplies Total</b>		<b>2,500</b>
Common Council	Services	101 - General Fund	269,800
<b>Common Council</b>	<b>Services Total</b>		<b>269,800</b>
Common Council	Interfund Transfers	101 - General Fund	62,861
<b>Common Council</b>	<b>Interfund Transfers Total</b>		<b>62,861</b>
<b>Common Council Total</b>			<b>938,961</b>
Dept of Community Investment	Personnel	211 - Dept of Community Investment Operating	3,142,244
Dept of Community Investment	Personnel	230 - Code Enforcement Fund	4,010,536
Dept of Community Investment	Personnel	600 - Consolidated Building Fund	1,381,379
<b>Dept of Community Investment</b>	<b>Personnel Total</b>		<b>8,534,159</b>
Dept of Community Investment	Supplies	211 - Dept of Community Investment Operating	51,611
Dept of Community Investment	Supplies	217 - Gift, Donation, Bequest	2,500
Dept of Community Investment	Supplies	230 - Code Enforcement Fund	235,347
Dept of Community Investment	Supplies	600 - Consolidated Building Fund	22,338
<b>Dept of Community Investment</b>	<b>Supplies Total</b>		<b>311,796</b>
Dept of Community Investment	Services	209 - Studebaker-Oliver Revitalizing Grants	50,000
Dept of Community Investment	Services	211 - Dept of Community Investment Operating	557,482
Dept of Community Investment	Services	212 - Dept of Community Investment Grants	2,832,655
Dept of Community Investment	Services	217 - Gift, Donation, Bequest	1,000
Dept of Community Investment	Services	219 - Unsafe Building	23,000
Dept of Community Investment	Services	221 - Rental Units Regulation	54,000
Dept of Community Investment	Services	230 - Code Enforcement Fund	831,836
Dept of Community Investment	Services	408 - Local Income Tax - Economic Development	3,634,028
Dept of Community Investment	Services	600 - Consolidated Building Fund	80,360
Dept of Community Investment	Services	754 - Industrial Revolving Fund	484,036
<b>Dept of Community Investment</b>	<b>Services Total</b>		<b>8,548,397</b>
Dept of Community Investment	Capital	230 - Code Enforcement Fund	300,000
Dept of Community Investment	Capital	600 - Consolidated Building Fund	100,000
<b>Dept of Community Investment</b>	<b>Capital Total</b>		<b>400,000</b>
Dept of Community Investment	Debt Service	230 - Code Enforcement Fund	264,116
Dept of Community Investment	Debt Service	756 - 2015 Smart Streets Bond Debt Service	1,706,785
Dept of Community Investment	Debt Service	760 - 2017 Eddy Street Commons Bond Debt Service	1,941,375
<b>Dept of Community Investment</b>	<b>Debt Service Total</b>		<b>3,912,276</b>
Dept of Community Investment	Interfund Transfers	211 - Dept of Community Investment Operating	841,937
Dept of Community Investment	Interfund Transfers	230 - Code Enforcement Fund	967,430
Dept of Community Investment	Interfund Transfers	408 - Local Income Tax - Economic Development	10,370,000
Dept of Community Investment	Interfund Transfers	600 - Consolidated Building Fund	317,710
<b>Dept of Community Investment</b>	<b>Interfund Transfers Total</b>		<b>12,497,077</b>
<b>Dept of Community Investment Total</b>			<b>34,203,705</b>

**Exhibit A**  
 2024 Budget  
 Form Required by  
 South Bend Municipal Code Sec. 2-90



City of South Bend, IN

Department	Cost Category	Fund	2024 Budget
Fire Department	Personnel	101 - General Fund	25,290,279
Fire Department	Personnel	249 - Local Income Tax - Public Safety	5,177,494
Fire Department	Personnel	701 - Fire Pension	4,433,046
<b>Fire Department</b>	<b>Personnel Total</b>		<b>34,900,819</b>
Fire Department	Supplies	101 - General Fund	1,314,400
Fire Department	Supplies	289 - Haz-Mat	10,000
Fire Department	Supplies	291 - Indiana River Rescue	67,500
Fire Department	Supplies	701 - Fire Pension	100
<b>Fire Department</b>	<b>Supplies Total</b>		<b>1,392,000</b>
Fire Department	Services	101 - General Fund	2,307,500
Fire Department	Services	291 - Indiana River Rescue	24,300
Fire Department	Services	701 - Fire Pension	15,750
<b>Fire Department</b>	<b>Services Total</b>		<b>2,347,550</b>
Fire Department	Capital	287 - Fire Department Capital	2,895,000
<b>Fire Department</b>	<b>Capital Total</b>		<b>2,895,000</b>
Fire Department	Debt Service	287 - Fire Department Capital	1,499,349
Fire Department	Debt Service	350 - 2018 Fire Station #9 Bond Debt Service	341,331
<b>Fire Department</b>	<b>Debt Service Total</b>		<b>1,840,681</b>
Fire Department	Interfund Transfers	101 - General Fund	3,043,508
Fire Department	Interfund Transfers	287 - Fire Department Capital	746,961
<b>Fire Department</b>	<b>Interfund Transfers Total</b>		<b>3,790,469</b>
<b>Fire Department Total</b>			<b>47,166,519</b>
Innovation & Technology	Personnel	279 - IT / Innovation / 311 Call Center	4,817,178
<b>Innovation &amp; Technology</b>	<b>Personnel Total</b>		<b>4,817,178</b>
Innovation & Technology	Supplies	279 - IT / Innovation / 311 Call Center	663,850
<b>Innovation &amp; Technology</b>	<b>Supplies Total</b>		<b>663,850</b>
Innovation & Technology	Services	279 - IT / Innovation / 311 Call Center	6,682,879
<b>Innovation &amp; Technology</b>	<b>Services Total</b>		<b>6,682,879</b>
Innovation & Technology	Debt Service	279 - IT / Innovation / 311 Call Center	882,453
<b>Innovation &amp; Technology</b>	<b>Debt Service Total</b>		<b>882,453</b>
Innovation & Technology	Interfund Transfers	279 - IT / Innovation / 311 Call Center	818
<b>Innovation &amp; Technology</b>	<b>Interfund Transfers Total</b>		<b>818</b>
<b>Innovation &amp; Technology Total</b>			<b>13,047,178</b>
Legal Department	Personnel	101 - General Fund	1,661,878
<b>Legal Department</b>	<b>Personnel Total</b>		<b>1,661,878</b>
Legal Department	Supplies	101 - General Fund	5,000
<b>Legal Department</b>	<b>Supplies Total</b>		<b>5,000</b>
Legal Department	Services	101 - General Fund	64,800
<b>Legal Department</b>	<b>Services Total</b>		<b>64,800</b>
Legal Department	Interfund Transfers	101 - General Fund	272,384
<b>Legal Department</b>	<b>Interfund Transfers Total</b>		<b>272,384</b>
<b>Legal Department Total</b>			<b>2,004,061</b>



**Exhibit A**  
 2024 Budget  
 Form Required by  
 South Bend Municipal Code Sec. 2-90



City of South Bend, IN

Department	Cost Category	Fund	2024 Budget
Mayor's Office	Personnel	101 - General Fund	1,042,306
<b>Mayor's Office</b>	<b>Personnel Total</b>		<b>1,042,306</b>
Mayor's Office	Supplies	101 - General Fund	5,500
<b>Mayor's Office</b>	<b>Supplies Total</b>		<b>5,500</b>
Mayor's Office	Services	101 - General Fund	61,500
<b>Mayor's Office</b>	<b>Services Total</b>		<b>61,500</b>
Mayor's Office	Interfund Transfers	101 - General Fund	184,574
<b>Mayor's Office</b>	<b>Interfund Transfers Total</b>		<b>184,574</b>
<b>Mayor's Office Total</b>			<b>1,293,880</b>
Police Department	Personnel	101 - General Fund	31,416,105
Police Department	Personnel	249 - Local Income Tax - Public Safety	5,177,494
Police Department	Personnel	702 - Police Pension	5,886,264
<b>Police Department</b>	<b>Personnel Total</b>		<b>42,479,863</b>
Police Department	Supplies	101 - General Fund	1,445,050
Police Department	Supplies	220 - Law Enforcement Continuing Education	180,000
Police Department	Supplies	299 - Police Federal Drug Enforcement	50,000
<b>Police Department</b>	<b>Supplies Total</b>		<b>1,675,050</b>
Police Department	Services	101 - General Fund	2,856,857
Police Department	Services	216 - Police State Seizures	22,000
Police Department	Services	220 - Law Enforcement Continuing Education	289,250
Police Department	Services	278 - Police Take Home Vehicle	50,000
Police Department	Services	702 - Police Pension	8,400
<b>Police Department</b>	<b>Services Total</b>		<b>3,226,507</b>
Police Department	Capital	101 - General Fund	2,226,000
Police Department	Capital	220 - Law Enforcement Continuing Education	40,000
<b>Police Department</b>	<b>Capital Total</b>		<b>2,266,000</b>
Police Department	Debt Service	101 - General Fund	1,928,694
Police Department	Debt Service	406 - Cumulative Capital Development	48,541
<b>Police Department</b>	<b>Debt Service Total</b>		<b>1,977,234</b>
Police Department	Interfund Transfers	101 - General Fund	5,861,138
<b>Police Department</b>	<b>Interfund Transfers Total</b>		<b>5,861,138</b>
<b>Police Department Total</b>			<b>57,485,792</b>



**Exhibit A**  
 2024 Budget  
 Form Required by  
 South Bend Municipal Code Sec. 2-90



City of South Bend, IN

Department	Cost Category	Fund	2024 Budget
Public Works	Personnel	101 - General Fund	3,317,588
Public Works	Personnel	202 - Motor Vehicle Highway	5,513,950
Public Works	Personnel	266 - MVH Restricted Fund	669,771
Public Works	Personnel	610 - Solid Waste Operations	2,075,647
Public Works	Personnel	620 - Water Works Operations	5,976,421
Public Works	Personnel	640 - Sewer Repair Insurance	202,675
Public Works	Personnel	641 - Sewage Works Operations	8,772,815
Public Works	Personnel	655 - Project ReLeaf	89,496
Public Works	Personnel	667 - Storm Sewer Fund	84,616
<b>Public Works</b>	<b>Personnel Total</b>		<b>26,702,978</b>
Public Works	Supplies	101 - General Fund	226,472
Public Works	Supplies	202 - Motor Vehicle Highway	1,615,391
Public Works	Supplies	251 - Local Road & Street	400,000
Public Works	Supplies	266 - MVH Restricted Fund	1,381,999
Public Works	Supplies	412 - Major Moves Construction	350,000
Public Works	Supplies	610 - Solid Waste Operations	553,468
Public Works	Supplies	620 - Water Works Operations	2,203,203
Public Works	Supplies	640 - Sewer Repair Insurance	81,490
Public Works	Supplies	641 - Sewage Works Operations	3,332,187
Public Works	Supplies	655 - Project ReLeaf	7,605
<b>Public Works</b>	<b>Supplies Total</b>		<b>10,151,815</b>
Public Works	Services	101 - General Fund	441,008
Public Works	Services	202 - Motor Vehicle Highway	3,008,848
Public Works	Services	217 - Gift, Donation, Bequest	7,000,000
Public Works	Services	251 - Local Road & Street	650,000
Public Works	Services	265 - Local Road & Bridge Grant	2,000,000
Public Works	Services	266 - MVH Restricted Fund	387,768
Public Works	Services	408 - Local Income Tax - Economic Development	50,000
Public Works	Services	412 - Major Moves Construction	200,000
Public Works	Services	610 - Solid Waste Operations	2,610,830
Public Works	Services	620 - Water Works Operations	6,828,335
Public Works	Services	640 - Sewer Repair Insurance	657,803
Public Works	Services	641 - Sewage Works Operations	8,219,212
Public Works	Services	642 - Sewage Works Capital	500,000
Public Works	Services	655 - Project ReLeaf	6,500
Public Works	Services	667 - Storm Sewer Fund	250,000
<b>Public Works</b>	<b>Services Total</b>		<b>32,810,303</b>

**Exhibit A**  
 2024 Budget  
 Form Required by  
 South Bend Municipal Code Sec. 2-90



City of South Bend, IN

Department	Cost Category	Fund	2024 Budget
Public Works	Capital	202 - Motor Vehicle Highway	3,416,085
Public Works	Capital	251 - Local Road & Street	400,000
Public Works	Capital	412 - Major Moves Construction	300,000
Public Works	Capital	611 - Solid Waste Capital	2,200,000
Public Works	Capital	622 - Water Works Capital	2,521,000
Public Works	Capital	642 - Sewage Works Capital	7,788,474
Public Works	Capital	667 - Storm Sewer Fund	1,250,000
<b>Public Works</b>	<b>Capital Total</b>		<b>17,875,559</b>
Public Works	Debt Service	202 - Motor Vehicle Highway	1,670,423
Public Works	Debt Service	266 - MVH Restricted Fund	187,529
Public Works	Debt Service	611 - Solid Waste Capital	1,109,379
Public Works	Debt Service	625 - Water Works Sinking (Debt Service)	2,756,078
Public Works	Debt Service	649 - Sewage Sinking (Debt Service)	9,796,969
<b>Public Works</b>	<b>Debt Service Total</b>		<b>15,520,379</b>
Public Works	Interfund Transfers	101 - General Fund	7,729,933
Public Works	Interfund Transfers	202 - Motor Vehicle Highway	1,595,386
Public Works	Interfund Transfers	251 - Local Road & Street	1,000,000
Public Works	Interfund Transfers	408 - Local Income Tax - Economic Development	7,590,300
Public Works	Interfund Transfers	610 - Solid Waste Operations	2,585,802
Public Works	Interfund Transfers	620 - Water Works Operations	8,354,378
Public Works	Interfund Transfers	640 - Sewer Repair Insurance	97,681
Public Works	Interfund Transfers	641 - Sewage Works Operations	26,319,270
Public Works	Interfund Transfers	655 - Project ReLeaf	332,252
<b>Public Works</b>	<b>Interfund Transfers Total</b>		<b>55,605,002</b>
<b>Public Works Total</b>			<b>158,666,037</b>

**Exhibit A**  
 2024 Budget  
 Form Required by  
 South Bend Municipal Code Sec. 2-90



Filed in Clerk's Office  
 City of South Bend, IN  
**OCT 06 2023**  
 DAWN M. JONES  
 CITY CLERK, SOUTH BEND, IN

Department	Cost Category	Fund	2024 Budget
Venues, Parks & Arts	Personnel	201 - Parks & Recreation	11,077,781
Venues, Parks & Arts	Personnel	602 - Morris Performing Arts Center Operations	762,725
Venues, Parks & Arts	Personnel	670 - Century Center Operations	1,933,217
<b>Venues, Parks &amp; Arts</b>	<b>Personnel Total</b>		<b>13,773,722</b>
Venues, Parks & Arts	Supplies	101 - General Fund	5,610
Venues, Parks & Arts	Supplies	201 - Parks & Recreation	1,839,279
Venues, Parks & Arts	Supplies	601 - Parking Garages	21,564
Venues, Parks & Arts	Supplies	602 - Morris Performing Arts Center Operations	33,388
Venues, Parks & Arts	Supplies	670 - Century Center Operations	1,170,394
<b>Venues, Parks &amp; Arts</b>	<b>Supplies Total</b>		<b>3,070,235</b>
Venues, Parks & Arts	Services	101 - General Fund	2,033,666
Venues, Parks & Arts	Services	201 - Parks & Recreation	5,324,550
Venues, Parks & Arts	Services	401 - Coveleski Stadium Capital	40,000
Venues, Parks & Arts	Services	450 - Palais Royale Historic Preservation	20,000
Venues, Parks & Arts	Services	601 - Parking Garages	935,116
Venues, Parks & Arts	Services	602 - Morris Performing Arts Center Operations	639,690
Venues, Parks & Arts	Services	670 - Century Center Operations	1,250,128
<b>Venues, Parks &amp; Arts</b>	<b>Services Total</b>		<b>10,243,150</b>
Venues, Parks & Arts	Capital	201 - Parks & Recreation	1,217,508
Venues, Parks & Arts	Capital	407 - Cumulative Capital Improvement	170,000
Venues, Parks & Arts	Capital	601 - Parking Garages	150,000
Venues, Parks & Arts	Capital	671 - Century Center Capital	35,000
<b>Venues, Parks &amp; Arts</b>	<b>Capital Total</b>		<b>1,572,508</b>
Venues, Parks & Arts	Debt Service	201 - Parks & Recreation	369,794
Venues, Parks & Arts	Debt Service	312 - 2017 Parks Bond Debt Service	1,177,990
Venues, Parks & Arts	Debt Service	408 - Local Income Tax - Economic Development	327,500
Venues, Parks & Arts	Debt Service	413 - Professional Sports Convention Development Area	2,924,460
Venues, Parks & Arts	Debt Service	672 - Century Center Energy Conservation Debt Svc	393,388
Venues, Parks & Arts	Debt Service	757 - 2015 Parks Bond Debt Service	368,381
<b>Venues, Parks &amp; Arts</b>	<b>Debt Service Total</b>		<b>5,561,513</b>
Venues, Parks & Arts	Interfund Transfers	101 - General Fund	6,034,593
Venues, Parks & Arts	Interfund Transfers	201 - Parks & Recreation	2,170,831
Venues, Parks & Arts	Interfund Transfers	408 - Local Income Tax - Economic Development	368,381
Venues, Parks & Arts	Interfund Transfers	601 - Parking Garages	96,916
Venues, Parks & Arts	Interfund Transfers	602 - Morris Performing Arts Center Operations	296,268
Venues, Parks & Arts	Interfund Transfers	670 - Century Center Operations	314,117
<b>Venues, Parks &amp; Arts</b>	<b>Interfund Transfers Total</b>		<b>9,281,106</b>
<b>Venues, Parks &amp; Arts Total</b>			<b>43,502,235</b>
<b>Grand Total</b>			<b>412,193,359</b>

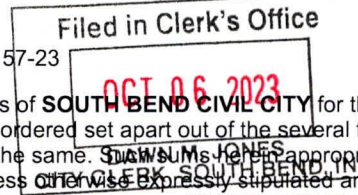


# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)  
 Approved by the State Board of Accounts, 2015  
 Prescribed by the Department of Local Government Finance

Budget Form No. 4  
 Generated 10/5/2023 3:27:50 PM

Ordinance / Resolution Number: 57-23



Be it ordained/resolved by the **South Bend Common Council** that for the expenses of **SOUTH BEND CIVIL CITY** for the year ending December 31, **2024** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. ~~Sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of SOUTH BEND CIVIL CITY, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.~~

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **South Bend Common Council**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
South Bend Common Council	Common Council and Mayor	10/09/2023

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0101	GENERAL	\$109,154,358	\$86,487,181	2.9656
0341	FIRE PENSION	\$4,448,896	\$0	0.0000
0342	POLICE PENSION	\$0	\$0	0.0000
0706	LOCAL ROAD & STREET	\$2,450,000	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$19,447,151	\$0	0.0000
0720	MAJOR MOVES - TOLLROAD COUNTIES	\$850,000	\$0	0.0000
1301	PARK & RECREATION	\$21,999,744	\$20,287,117	0.6956
1380	PARK BOND	\$1,177,993	\$1,125,000	0.0386
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$0	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$0	\$1,028,022	0.0352
		<b>\$159,528,142</b>	<b>\$108,927,320</b>	<b>3.7350</b>

# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)  
 Approved by the State Board of Accounts, 2015  
 Prescribed by the Department of Local Government Finance

Budget Form No. 4  
 Filed in Clerk's Office  
 Generated 10/5/2023 3:27:50 PM  
**OCT 06 2023**  
 DAWN M. J.  
 CITY CLERK, SOL

Name		Signature
Sharon McBride	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Karen White	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Sheila Niezgodski	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Lori K. Hamann	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Rachel Tomas Morgan	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Henry Davis Jr.	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Eli Wax	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Canneth Lee	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Troy Warner	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

## ATTEST

Name	Title	Signature
Dawn M. Jones	City Clerk	

## MAYOR ACTION (For City use only)

Name		Signature	Date
James Mueller	Approve <input type="checkbox"/> Veto <input type="checkbox"/>		

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1      Yes  No

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31      Yes  No

# BILL NO. 57-23

County-City Building  
227 W Jefferson Blvd Suite, 1200 N  
South Bend, IN 46601

James Mueller, Mayor



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

Filed in Clerk's Office

SEP 06 2023

**City of South Bend**  
Department of Administration & Finance  
Division of Human Resources

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

September 6, 2023

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

RE: 2024 Annual Budget Appropriation and Property Tax Levy

Dear President McBride,

Attached, please find a bill for consideration by the Common Council of the City of South Bend appropriating monies for city expenditures for the fiscal year commencing January 1, 2024 and ending December 31, 2024 and levying property taxes for the same.

This bill is respectfully submitted for 1st reading filing with the Common Council for the council meeting on September 11, 2023, 2nd reading and public hearing at the council meeting on September 25, 2023, with 3rd reading and council vote at the council meeting on October 9, 2023. Per requirements of the Indiana Department of Local Government Finance ("DLGF"), when this bill is voted upon, each Councilmember's vote must be reflected on the last page of Exhibit B ("DLGF Budget Form No. 4"), and each Councilmember must sign this page of Exhibit B.

It should be noted that the exhibits will be forthcoming in a substitute ordinance.

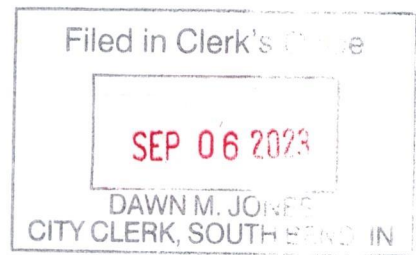
I will be available to discuss this bill at the appropriate sessions of the Personnel and Finance Committee and other meetings of the South Bend Common Council.

Regards

A handwritten signature in blue ink that reads "Kyle Willis".

Kyle Willis  
City Controller





**BILL NO. 57-23**

**ORDINANCE NO. 10971-23**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, LEVYING TAXES AND FIXING THE RATE OF TAXATION FOR THE PURPOSE OF RAISING REVENUE TO MEET THE NECESSARY EXPENSES OF THE CIVIL CITY OF SOUTH BEND FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024, AND APPROPRIATING MONIES FOR THE PURPOSE OF DEFRAYING THE EXPENSES OF THE CITY OF SOUTH BEND, INDIANA FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024, INCLUDING ALL OUTSTANDING CLAIMS AND OBLIGATIONS, AND FIXING A TIME WHEN THE SAME SHALL TAKE EFFECT**

---

STATEMENT OF PURPOSE AND INTENT

---

It is necessary to pass this Ordinance in order to appropriate monies to defray the expenses of several Departments of the Civil City of South Bend, Indiana for 2024, and it is necessary to levy a tax on taxable property for the purpose of meeting said expenses.

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

SECTION I. For the expenses of the Civil City Government, its various Departments, Funds, Commissions, and institutions for the fiscal year ending December 31, 2024, the sums of money stated in the budget summary attached to this Ordinance as Exhibit A (in the form required by South Bend Municipal Code Sec. 2-90) are hereby appropriated and ordered set apart within the funds identified in that Exhibit (the "Funds"), subject to the laws governing the same. The sums herein appropriated shall be deemed to include all expenditures authorized to be made in said year, unless otherwise expressly stipulated or provided by the law. By adoption of and consistent with this Ordinance, the State-mandated Budget Form No. 4 attached to this Ordinance as Exhibit B is hereby approved and adopted with respect to the Funds.

SECTION II. For the purpose of raising revenue to meet the expenses of the Civil City Government, its various Departments, Funds, Commissions, and institutions for the fiscal year ending December 31, 2024, there shall be levied a property tax upon each one hundred dollars of assessed valuation of taxable property within the City of South Bend, Indiana, for the fiscal year 2023 to be collected in the year 2024, as shown and described in the State-mandated Budget Form No. 4 attached to this Ordinance as Exhibit B.

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

\_\_\_\_\_  
Sharon McBride, President  
South Bend Common Council

Attest:

\_\_\_\_\_  
Dawn M. Jones, City Clerk

Presented by me to the Mayor of the City of South Bend, Indiana on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_m.

\_\_\_\_\_  
Dawn M. Jones, City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_m.

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

Filed in Clerk's Office  
SEP 06 2023  
DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN



# BILL NO. 23-60

## CITY OF SOUTH BEND

### COMMUNITY INVESTMENT



October 4, 2023

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

RE: **Confirming Resolutions (2)**: Vacant Building Tax Abatement and Multi-Family Residential Development Real Property Tax Abatement for **Property Bros LLC**

Dear Council Member Tomas Morgan:

Please find the enclosed information pertaining to a tax abatement petition submitted by Property Bros LLC, 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 / VBD and SB-1 / Real Property)
- Supporting information

The report contains the Department's findings relative to the above-mentioned petition. The petitioner intends to (a) renovate vacant residential properties at 542 N. Scott Street and 430 Cottage Grove Avenue and (b) build a new two-unit residential building at 616 Sherman Avenue. The buildings on Scott Street and Cottage Grove Avenue have been vacant for several years.

The total investment for this project is \$930,000. The project meets the qualifications for two abatements: a two-year (2) vacant building tax abatement and an eight-year (8) residential development real property tax abatement.

A representative from Property Bros LLC will be available to meet with the Committee on Monday, October 9<sup>th</sup>, 2023.

If you or any of the other Council members have questions concerning the report or need additional information, please feel free to call me at (574) 235-5838.

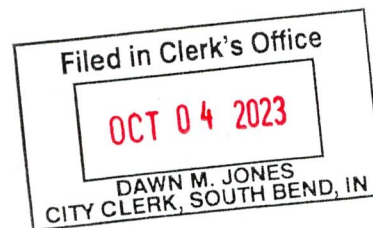
Sincerely,

Erik Glavich  
Director, Growth and Opportunity



BILL NO. 23-60

RESOLUTION NO. 5057-23



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

**542 N. Scott Street, South Bend, Indiana 46616**

AND

**430 Cottage Grove Avenue, South Bend, Indiana 46616**

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

**Property Bros 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:* 71-08-02-476-017.000-026  
*Commonly Known As:* 542 N. Scott Street, South Bend, IN 46616  
*Legal Description:* Lot 7 Kents Sub Bol 113 & 114

*Key Number:* 71-08-02-457-002.000-026  
*Commonly Known As:* 430 Cottage Grove Avenue, South Bend, IN 46616  
*Legal Description:* Lot 2 Klingels Sub Of Heinzmans Add 22-23-24

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.

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, 2026.

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 - 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.

\_\_\_\_\_  
Sharon McBride, Council President  
South Bend Common Council

Attest:

\_\_\_\_\_  
Dawn M. Jones, 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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_ o'clock  
\_\_\_\_.m.

---

James Mueller, Mayor  
City of South Bend

Filed in Clerk's Office  
**OCT 04 2023**  
DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN



# TAX ABATEMENT REPORT

TO: South Bend Common Council

FROM: Erik Glavich, Director, Growth and Opportunity

SUBJECT: Vacant Building Tax Abatement and Multi-Family Residential Development Real Property Tax Abatement for **Property Bros LLC**

DATE: October 4<sup>th</sup>, 2023

Filed in Clerk's Office

OCT 04 2023

JAWA M. JONES  
CITY CLERK, SOUTH BEND, IN

On September 20, 2023, a petition for tax abatement from Property Bros LLC was filed with the Office of the City Clerk. The petition seeks consideration for (1) a vacant building abatement and (2) a multi-family residential development real property tax abatement. The vacant building abatement will apply to two existing structures that Property Bros LLC will rehabilitate, and the residential development abatement will apply to both the existing structures and a new duplex to be built on vacant land. All three affected parcels are in the Near Northwest Neighborhood.

Pursuant to Chapter 2, Article 6, Section 2-84.9 of the Municipal Code of the City of South Bend, the petition was referred to the Department of Community Investment for purposes of investigation and preparation of a report determining whether the area qualifies as an Economic Revitalization Area pursuant to Indiana Code 6 1.1-12.1 and all zoning requirements have been met.

The Department of Community Investment has reviewed the, investigated the area, and makes the following report.

## Project Summary

- The developer, Property Bros LLC, is undertaking the *Legacy Project* to bring at least seven (7) affordable housing units online in the Near Northwest Neighborhood:
  - 542 N. Scott Street: Rehabilitate existing vacant real property to create one or two 3-bedroom units and two 2-bedroom units. (The number of units will depend on the condition of the building and how the project unfolds.)
  - 430 Cottage Grove Avenue: Rehabilitate existing vacant real property to create one 3-bedroom unit and one 2-bedroom unit.
  - 616 Sherman Avenue: Construct a new residential structure containing two 3-bedroom units.
- Total investment for the project is \$930,000.

## Employment Impact

- Property Bros LLC plans to hire a part-time employee to manage and maintain the properties. The petitioner indicated that the pay for this type of position would be \$40-50 per hour, but the person would be "on call" most of the time and would be paid per job.

## **Tax Estimates**

Vacant Building Tax Abatement: The petitioner qualifies for a two-year (2) vacant building tax abatement for the two existing structures:

- Current estimated combined annual taxes: \$2,721 (\$5,443 over the abatement period)
- Estimated combined taxes being abated during the abatement period: \$2,006
- Estimated total combined taxes to be paid during the abatement period: \$3,436

Multi-Family Residential Development Real Property Tax Abatement: The petitioner qualifies for an eight-year (8) multi-family residential development real property tax abatement for three properties, which includes two existing structures and new construction of a third residential building.

- Current estimated combined annual taxes: \$3,054
- Estimated combined annual taxes after the project's completion: \$20,808
- Total estimated combined taxes during the eight-year (8) abatement period: \$166,466
  - Estimated taxes being abated during the abatement period: \$107,675
  - Estimated total taxes to be paid during the abatement period: \$58,791

## **Abatement Qualification**

1. A review of the tax abatements previously granted finds that the petitioner has not been granted or is associated with a previous abatement.
2. The properties are properly zoned for the proposed project.
3. Taxes on the properties have been paid in full.
4. A review of the South Bend Redevelopment designation areas finds that the property is in the River West Development Area.
5. A review of the Tax Abatement Ordinance No. 9394-03 finds that the petitioner meets the qualifications for the following:
  - Two-year (2) vacant building tax abatement under Division 9 (Miscellaneous Real Property Tax Abatement), Section 2-84 (Council's Authority to Enlarge Real Property Tax Abatement General Standards).
  - Eight-year (8) multi-family residential development real property tax abatement under Division 2, Section 2-77 (Multi-Family Residential Developments).

## Property Bros LLC

*South Bend Portage Township  
Vacant Building Tax Abatement Schedule \**

Property Address: 430 Cottage Grove Avenue  
Tax Key Number: 71-08-02-457-002.000-026

	<u>Current</u>	<u>Year 1</u>	<u>Year 2</u>
<i>Assessed Value (AV)</i>			
Land	\$ 8,800	\$ 8,800	\$ 8,800
Structure	45,400	45,400	45,400
<b>Gross Assessed Value</b>	<b>54,200</b>	<b>54,200</b>	<b>54,200</b>
<i>Abatement (100% of Structure)</i>			
Abatement Deduction		100% (45,400)	50% (22,700)
<b>Net Assessed Value</b>	<b>54,200</b>	<b>8,800</b>	<b>31,500</b>
<i>Property Taxes</i>			
Assume constant tax rate of 5.2897%			
Gross Tax (Tax Rate x Net AV)	2,867	465	1,666
Local Tax Credit (8.7112% of GT-DS)	(231)	(37)	(134)
Circuit Breaker Credit	(1,336)	-	(322)
<b>Taxes Due</b>	<b>\$ 1,301</b>	<b>\$ 428</b>	<b>\$ 1,210</b>
<hr/>			
	2%	2%	2%
<i>Circuit Breaker Cap</i>	1,084	1,084	1,084
<i>Debt Service (0.3997% of Net AV)</i>	217	35	126
<b>Max Tax Under the Cap</b>	<b>1,301</b>	<b>1,119</b>	<b>1,210</b>

Year	Taxes Due	Taxes Abated	Net Taxes Paid
1	\$ 1,301	\$ (873)	\$ 428
2	1,301	(91)	1,210
<b>Total:</b>	<b>2,601</b>	<b>(963)</b>	<b>1,638</b>

\* This schedule is for estimation purposes only and assumes constant tax rates equal to those for 2022 Payable 2023. The true tax values will ultimately be determined by the actual assessed valuation and the then current tax rates.



Department of Community Investment  
City of South Bend

Filed in Clerk's Office

OCT 04 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND IN



## Property Bros LLC

*South Bend Portage Township  
Vacant Building Tax Abatement Schedule \**

Property Address: 542 N. Scott Street  
Tax Key Number: 71-08-02-476-017.000-026

	<u>Current</u>	<u>Year 1</u>	<u>Year 2</u>
<i>Assessed Value (AV)</i>			
Land	\$ 9,800	\$ 9,800	\$ 9,800
Structure	49,400	49,400	49,400
<b>Gross Assessed Value</b>	<b>59,200</b>	<b>59,200</b>	<b>59,200</b>
<i>Abatement (100% of Structure)</i>			
Abatement Deduction		100% (49,400)	50% (24,700)
<b>Net Assessed Value</b>	<b>59,200</b>	<b>9,800</b>	<b>34,500</b>
<i>Property Taxes</i>			
Assume constant tax rate of 5.2897%			
Gross Tax (Tax Rate x Net AV)	3,132	518	1,825
Local Tax Credit (8.7112% of GT-DS)	(252)	(42)	(147)
Circuit Breaker Credit	(1,459)	-	(356)
<b>Taxes Due</b>	<b>\$ 1,421</b>	<b>\$ 477</b>	<b>\$ 1,322</b>
	2%	2%	2%
<i>Circuit Breaker Cap</i>	1,184	1,184	1,184
<i>Debt Service (0.3997% of Net AV)</i>	237	39	138
<b>Max Tax Under the Cap</b>	<b>1,421</b>	<b>1,223</b>	<b>1,322</b>

Year	Taxes Due	Taxes Abated	Net Taxes Paid
1	\$ 1,421	\$ (944)	\$ 477
2	1,421	(99)	1,322
<b>Total:</b>	<b>2,841</b>	<b>(1,043)</b>	<b>1,799</b>

*\* This schedule is for estimation purposes only and assumes constant tax rates equal to those for 2022 Payable 2023. The true tax values will ultimately be determined by the actual assessed valuation and the then current tax rates.*



Department of Community Investment  
City of South Bend

Filed in Clerk's Office

OCT 04 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

# City of South Bend Petition for Incentives

Instructions: Complete pages 1-3  
AND the proper Form SB-1 for  
the type of abatement (real  
property or personal property)  
for which you are applying.



Petition must include a \$250 filing fee payable to the  
"City of South Bend" before processing can be complete

<b>General Information</b>		<b>Project Name</b>	The Legacy Project	<b>Project Number</b>	OCT 04 2023
Legal name as registered with Secretary of State		Property Bros LLC		DAWN M. JONES CITY CLERK, SOUTH BEND, IN	
Business structure		Domestic Limited Liability Company			
Company website		https://propertybrosllc.com/			
<b>Proposed Project Information</b>					
Proposed project address		Multiple addresses - See attached	<b>Parent company name</b>	Property Bros LLC	
City, State, Zip	South Bend, IN		<b>Legal owner</b>	Property Bros LLC	
Site acreage or acreage required	0.4		<b>Is the real estate owned or leased?</b>	Owned	
Square feet of facility	6400		<b>if leased, by whom?</b>		
<b>Primary Contact Information</b>					
<b>Primary company contact name</b>		Jordan Richardson	<b>Title</b>	CEO	
<b>Address of company contact</b>		1251 N. Eddy Street, Suite 200	<b>Phone</b>	574-904-5674	
City, State, Zip	South Bend, IN 46617		<b>Email</b>	jordan@propertybrosllc.com	
<b>Senior Official Information</b>					
<b>Company senior official name</b>		Same as above	<b>Title</b>		
<b>Address of company contact (if different from above)</b>			<b>Phone</b>		
City, State, Zip			<b>Email</b>		
<b>Consultant Information/Agent</b>					
<b>Hired business consultant/agent name</b>		N/A	<b>Consultant release? (Y/N)</b>		
<b>Address</b>			<b>Local economic development partners approval? (Y/N)</b>		
City, State, Zip			<b>Email</b>		
<b>Project Overview</b>					
<b>Brief description of your company, project, and why the property is necessary for economic growth</b>	<p>The Legacy Project is an ambitious initiative to provide high-quality affordable housing to the Near Northwest Neighborhood. Property Bros LLC will rehabilitate two vacant buildings: a 4-plex at 542 N. Scott St. and a duplex at 430 Cottage Grove Ave. The Scott Street property may be converted to a 3-unit building (its original layout) as the project develops. Moreover, we will build a brand-new duplex on vacant property at 616-618 Sherman Ave. At the project's conclusion, Property Bros will have brought at least 7 housing units online. These will be high-quality units that will add vibrancy to the neighborhood.</p> <p>Property Bros along with its partners, realized the impact that better housing has in our community. The more vacant lots and blighted housing that goes unloved, the more our streets become less traveled, walked and developed on. We have made it our core focus to improve our neighborhoods by rehabbing these unloved homes, offering more living options to those in need, and building a landscape for future development.</p>				
<b>Certified Technology Park appropriate</b>	N/A				
<b>Is the project in a Tax Incremental Financing (TIF) area? If so, which?</b>	River West				
<b>Have Building Permits been issued? (Y/N) (Note-Not eligible for abatement if Yes)</b>	N	<b>Number of residential units created by project</b>	7-8		
<b>If this is a petition for personal property tax abatement, has the equipment been installed?</b>	N/A				

<b>Investment Details</b>			
<b>Public Infrastructure needs (Off-site of project in dollars)</b>	<b>Has any 504 funding been received?</b>	<b>What is the value of any equipment being purchased in Indiana for the project?</b>	<b>What is the value of any equipment being purchased from out of state for the project?</b>
N/A	No	N/A	N/A



New Project Investments								
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029
Land Acquisition		\$ 15,000.00						
Building Lease Payments								
Building Purchase Costs		\$ 120,000.00						
New Building Construction			\$ 402,495.00					
Existing Building Improvements		\$ 392,362.00						
New Machinery & Equipment								
Special Tooling/Retooling								
New Furniture/Fixtures								
New Computer/IT Hardware								
New Software								
On-site Rail Infrastructure								
On-site Fiber Infrastructure								
<b>TOTAL</b>	<b>\$ 0.00</b>	<b>\$ 527,362.00</b>	<b>\$ 402,495.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

**Full-Time Permanent Indiana-Resident Positions by Calendar Year**

Calendar Year	Jobs retained	Hourly average wage, w/o benefits or bonuses	Cumulative # of net NEW full time permanent jobs created at project	Hourly average wage, w/o benefits or bonuses, of cumulative net new jobs	Total training expenditure - not cumulative	Total # to be trained - not cumulative
2023						
2024			1	\$ 50.00		
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						

Provide hourly wage information for new employees in the following positions.

	Full time	Part time
Laborers		
Technical		
Managerial		
Administrative		

Who will be the individual responsible for coordinating with WorkOne on recruiting? N/A

Does your company have an EEO hiring policy? N/A Are you an EEO employer? N/A

Please list the number of full time and part time minority and/or female employees for the following years:						Please describe your commitment to diversity and inclusion by detailing your outreach and recruitment efforts for the last three years as well as current policies.
Year	2023		2022		2021	
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time
Black						
Hispanic						
Asian						
Indian						
Female						
Other						

As a minority-owned business, Property Bros is committed to empowering people of all backgrounds for the purpose of bettering our community.



**Complete the table below for Real Property Tax Abatement only.**

**\*\*\* Sign at the bottom for all requested incentives (real AND personal property). \*\*\***

**Public Benefit Item:**

Information is required on both the construction companies and the companies which will provide materials purchased for this project. Please complete the table below with the appropriate information. If you qualify for the points, please enter the full amount of available points.

		Qualify (Yes or No)	Earned Points	Available Points	
1	<b>Construction Related (Contractors):</b>				
	A.	Employ Local Companies (75%)	Y	20	20
	B.	Purchase Materials from Local Companies (75%)	Y	20	20
	C.	Require Employees vs. Independent Contractors	N	0	19
	D.	Require Prevailing Wage	N	0	22
	E.	Require Health Benefits	N	0	22
	F.	Require Retirement Benefits	N	0	18
	G.	Maintain Affirmative Action Plan	N	0	20
		<b>Sub-total Construction Related:</b>		40	141
2	<b>Wage &amp; Benefit Related (Owner):</b>				
	A.	Pay Target Wage Levels	N	0	33
	B.	Provide Health Benefits	N	0	34
	C.	Provide Retirement Benefits	N	0	29
	D.	Provide Training	Y	28	28
	E.	Provide Child Care	N	0	15
	F.	Provide Transportation Assistance	N	0	14
	G.	Provide Employer Assisted Housing program	N	0	9
	<b>Sub-total Wage &amp; Benefit Related:</b>		28	162	
3	<b>Workforce Related:</b>				
	A.	Create New Jobs	Y	42	42
	B.	Retain Existing Jobs	Y	41	41
	C.	Maintain Affirmative Action Plan	N	0	35
	D.	Provide Targeted Hiring Preference	N	0	34
	<b>Sub-total Workforce Related:</b>		83	152	
4	<b>Support a Municipal Facility:</b>				
	A.	Support a SB Municipal Facility (donations to the zoo, conservatory, museum, etc.)	N	0	84
	Name of Facility				
	<b>Sub-total Municipal Facility:</b>		0	84	
<b>Sub-total from Above:</b>			151	539	

The undersigned owner(s) of real property, located within the City of South Bend, hereby petition the Common Council of the City of South Bend for a real and/or personal property tax abatement consideration and pursuant to I.C., 6-1.1-12.1-1, et seq., and South Bend Municipal Code Sec. 2-76 et seq., for this petition state the above.

Submitted By: Jordau Richardson

Date: 2023-09-19

**For Staff Use Only Below This Line**

Land: \$28,400

What is the current assessed value? Real Property: Bdg: \$94,800 Personal Property:

What is the projected assessed value? Real Property: Bdg: \$838,720 Personal Property:

What is the tax key number for this project? 71-08-02-335-006.000-026

What is the six digit NAICS code? 71-08-02-476-017.000-026; 71-08-02-457-002.000-026

Please attach a Google map and street view of the location.

Please list the amount of real and personal property taxes paid for the last five years when applicable.

	Real Property Taxes:	Personal Property Taxes:
Year One <i>Pay 2022</i>	1258.00	
Year Two <i>2021</i>	1801.06	
Year Three <i>2020</i>	2684.68	
Year Four <i>2019</i>	3809.32	
Year Five <i>2018</i>	1229.30	

Please fill out the following Public Benefit Summary Information and add to total from above.

Public Benefit Item:		(Y or N)	Points	Points	
<u>Project Related:</u>					
5	A. Redevelop a Site that has Special Needs	Y	49	49	
	B. Develop Based on Local University Research	N	-	35	
	C. Achieve a Physical Element of a Plan	Y	36	36	
	<b>Sub-total Project Related:</b>			<b>85</b>	120
	<u>Super Size Projects (point values are cumulative):</u>				
6	A. 100% to 199%	Y	25	25	
	B. 200% to 299%	Y	08	68	
	C. 300% to 399%	N	-	65	
	D. 400% and Over	N	-	52	
	<b>Sub-total Super Size Projects:</b>			<b>93</b>	210
7	<u>Pay for Municipal Infrastructure:</u>				
	A. Pay for Oversizing or Upgrading			14	
	B. Pay for 26-50% of Extension Cost			26	
	C. Pay for 51-75% of Extension Cost			39	
	D. Pay for 76-100% of Extension Cost			52	
<b>Sub-total Infrastructure Related:</b>			-	131	
<b>Total from Applicant Section:</b>			151	539	
<b>Total from Staff Section:</b>			178	461	
<b>Total Public Benefit Points:</b>			<b>329</b>	1000	

Filed in Clerk's Office  
 151  
 178  
 OCT 04 2023  
 DAWN M. JONES  
 CITY CLERK, SOUTH BEND, IN





# STATEMENT OF BENEFITS VACANT BUILDING DEDUCTION

State Form 55182 (R2 / 1-21)  
Prescribed by the Department of Local Government Finance

20 23 PAY 20 24

FORM SB-1 / VBD

This statement is being completed for real property that qualifies as an "eligible vacant building" as defined by IC 6-1.1-12.1-1(17).

Filed in Clerk's Office

OCT 04 2023

### PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.1 (c) and (d).

### INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body BEFORE the occupation of the eligible vacant building for which the person wishes to claim a deduction.
2. To obtain a vacant building deduction, a Form 322/VBD must be filed with the county auditor before May 10 in the year in which the property owner or his tenant occupies the vacant building or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. If the property owner misses the May 10 deadline in the initial year of occupation, he can apply between January 1 and May 10 of a subsequent year.
3. A property owner who files the Form 322/VBD must provide the county auditor and the designating body with a Form CF-1/VBD to show compliance with the approved Form SB-1/VBD. The Form CF-1/VBD must also be updated each year in which the deduction is applicable.

## SECTION 1 TAXPAYER INFORMATION

Name of taxpayer <b>Property Bros LLC</b>			
Address of taxpayer Number and Street: <b>1251 N. Eddy Street, Suite 200</b>		City: <b>South Bend</b>	State: <b>IN</b> ZIP: <b>46617</b>
Name of contact person First Name: <b>Jordan</b> Last Name: <b>Richardson</b>	Telephone number <b>(574) 904-5674</b>	E-mail address <b>jordan@propertybrosllc.com</b>	

## SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of designating body <b>Common Council of the City of South Bend</b>		Resolution number
Location of property Number and Street: <b>430 Cottage Grove Ave.</b> City: <b>South Bend</b> State: <b>IN</b> ZIP: <b>46616</b>	County <b>St. Joseph</b>	DLGF taxing district number <b>026 (South Bend-Portage)</b>
Description of eligible vacant building that the property owner or tenant will occupy (use additional sheets if necessary). <b>Vacant 2-unit residential building</b>		Estimated occupancy date (month, day, year) <b>2024-03-01</b>
		Estimated date placed-in-use (month, day, year) <b>2024-03-01</b>

## SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS A RESULT OF PROPOSED PROJECT

Current Number <b>0</b>	Salaries <b>\$ 0</b>	Number Retained <b>0</b>	Salaries <b>\$ 0</b>	Number Additional <b>0</b>	Salaries <b>\$ 0</b>
----------------------------	-------------------------	-----------------------------	-------------------------	-------------------------------	-------------------------

## SECTION ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

	REAL ESTATE IMPROVEMENTS	
	COST	ASSESSED VALUE
Current values	\$ 30,000	\$ 45,400
Plus estimated values of proposed project	\$ 235,300	\$ 188,240
Less values of any property being replaced	\$ 0	\$ 0
Net estimated values upon completion of project	\$ 265,300	\$ 233,640

## SECTION 5 EFFORTS TO SELL OR LEASE VACANT BUILDING

Described efforts by the owner or previous owner to sell, lease, or rent the building during period of vacancy:  
**Current owner recently purchased the building and will rehabilitate the property. It is been vacant for several years and is currently in no shape to be rented.**

Show amount for which the building was offered for sale, lease, or rent during period of vacancy.  
**\$30,000**

List any other benefits resulting from the occupancy of the eligible vacant building.

## SECTION 6 TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative <b>Jordan Richardson</b>	Title <b>CEO</b>	Date signed (month, day, year) <b>2023-09-19</b>
--	---------------------	---



**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

A. The designated area has been limited to a period of time not to exceed  n/a  calendar years\* (see below). The date this designation expires is  12/31/2026 . NOTE: This question addresses whether the resolution contains an expiration date for the designated area.

B. The amount of the deduction applicable is limited to \$  n/a .

C. Other limitations or conditions (specify)  n/a

D. Number of years allowed:     Year 1     Year 2     Year 3     Year 4     Year 5 (\* see below)  
     Year 6     Year 7     Year 8     Year 9     Year 10

E. For a statement of benefits approved after June 30, 2013, did the designating body adopt an abatement schedule per IC 6-1.1-12.1-17?  
 Yes     No

*If yes, attach a copy of the abatement schedule to this form.*

*If no, the designating body is required to establish an abatement schedule before the deduction can be determined.*

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number (       )	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by (signature and title of attester)	Printed name of attester	

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

**IC 6-1.1-12.1-1**

(17) "Eligible vacant building" means a building that:

(A) is zoned for commercial or industrial purposes; and

(B) is unoccupied for at least one (1) year before the owner of the building or a tenant of the owner occupies the building, as evidenced by a valid certificate of occupancy, paid utility receipts, executed lease agreements, or any other evidence of occupation that the department of local government finance requires.

**IC 6-1.1-12.1-17**

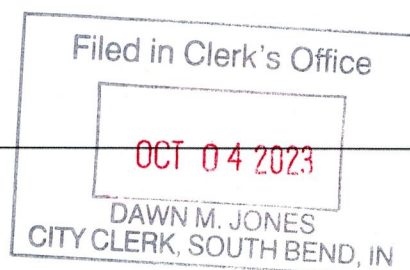
**Abatement schedules**

**Sec. 17. (a)** A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.





# STATEMENT OF BENEFITS VACANT BUILDING DEDUCTION

State Form 55182 (R2 / 1-21)  
Prescribed by the Department of Local Government Finance

20 23 PAY 20 24

FORM SB-1 / VBD

### PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.1 (c) and (d).

This statement is being completed for real property that qualifies as an "eligible vacant building" as defined by IC 6-1.1-12.1-1(17).

### INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body BEFORE the occupation of the eligible vacant building for which the person wishes to claim a deduction.
2. To obtain a vacant building deduction, a Form 322/VBD must be filed with the county auditor before May 10 in the year in which the property owner or his tenant occupies the vacant building or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. If the property owner misses the May 10 deadline in the initial year of occupation, he can apply between January 1 and May 10 of a subsequent year.
3. A property owner who files the Form 322/VBD must provide the county auditor and the designating body with a Form CF-1/VBD to show compliance with the approved Form SB-1/VBD. The Form CF-1/VBD must also be updated each year in which the deduction is applicable.

SECTION 1 TAXPAYER INFORMATION					
Name of taxpayer <b>Property Bros LLC</b>					
Address of taxpayer Number and Street: <b>1251 N. Eddy Street, Suite 200</b> City: <b>South Bend</b> State: <b>IN</b> ZIP: <b>46617</b>					
Name of contact person First Name: <b>Jordan</b> Last Name: <b>Richardson</b>		Telephone number <b>(574) 904-5674</b>		E-mail address <b>jordan@propertybrosllc.com</b>	
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT					
Name of designating body <b>Common Council of the City of South Bend</b>					Resolution number
Location of property Number and Street: <b>542 N. Scott St.</b> City: <b>South Bend</b> State: <b>IN</b> ZIP: <b>46616</b>			County <b>St. Joseph</b>		DLGF taxing district number <b>026 (South Bend-Portage)</b>
Description of eligible vacant building that the property owner or tenant will occupy (use additional sheets if necessary). <b>Vacant 4-unit residential building</b>					Estimated occupancy date (month, day, year) <b>2024-01-31</b>
					Estimated date placed in-use (month, day, year) <b>2024-01-31</b>
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS A RESULT OF PROPOSED PROJECT					
Current Number <b>0</b>	Salaries <b>\$ 0</b>	Number Retained <b>0</b>	Salaries <b>\$ 0</b>	Number Additional <b>0</b>	Salaries <b>\$ 0</b>
SECTION ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT					
		REAL ESTATE IMPROVEMENTS			
		COST		ASSESSED VALUE	
Current values		\$ 90,000		\$ 49,400	
Plus estimated values of proposed project		\$ 277,100		\$ 171,680	
Less values of any property being replaced		\$ 0		\$ 0	
Net estimated values upon completion of project		\$ 367,100		\$ 221,080	
SECTION 5 EFFORTS TO SELL OR LEASE VACANT BUILDING					
Described efforts by the owner or previous owner to sell, lease, or rent the building during period of vacancy: <b>Current owner recently purchased the building and will rehabilitate the property. It is been vacant for several years and is currently in no shape to be rented.</b>					
Show amount for which the building was offered for sale, lease, or rent during period of vacancy. <b>\$90,000</b>					
List any other benefits resulting from the occupancy of the eligible vacant building.					
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>Filed in Clerk's Office</p> <p style="color: red; font-weight: bold; font-size: 1.2em;">OCT 04 2023</p> </div>					
SECTION 6 TAXPAYER CERTIFICATION					
I hereby certify that the representations in this statement are true.					
Signature: <b>Jordan Richardson</b>		Title: <b>CEO</b>		Date signed (month, day, year) <b>2023-09-19</b>	



**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed n/a calendar years\* (see below). The date this designation expires is 12/31/2026. NOTE: This question addresses whether the resolution contains an expiration date for the designated area.
- B. The amount of the deduction applicable is limited to \$ n/a.
- C. Other limitations or conditions (specify) n/a
- D. Number of years allowed:
 

<input type="checkbox"/> Year 1	<input checked="" type="checkbox"/> Year 2	<input type="checkbox"/> Year 3	<input type="checkbox"/> Year 4	<input type="checkbox"/> Year 5 (* see below)
<input type="checkbox"/> Year 6	<input type="checkbox"/> Year 7	<input type="checkbox"/> Year 8	<input type="checkbox"/> Year 9	<input type="checkbox"/> Year 10
- E. For a statement of benefits approved after June 30, 2013, did the designating body adopt an abatement schedule per IC 6-1.1-12.1-17?  
 Yes     No  
 If yes, attach a copy of the abatement schedule to this form.  
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number (       )	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by (signature and title of attester)	Printed name of attester	

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

**IC 6-1.1-12.1-1**

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- (A) is zoned for commercial or industrial purposes; and
  - (B) is unoccupied for at least one (1) year before the owner of the building or a tenant of the owner occupies the building, as evidenced by a valid certificate of occupancy, paid utility receipts, executed lease agreements, or any other evidence of occupation that the department of local government finance requires.

**IC 6-1.1-12.1-17**

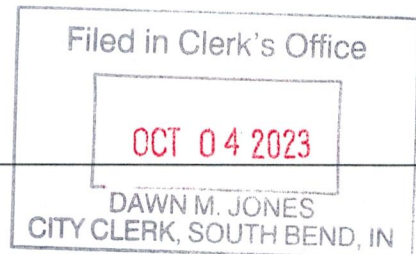
**Abatement schedules**

**Sec. 17. (a)** A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
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(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.



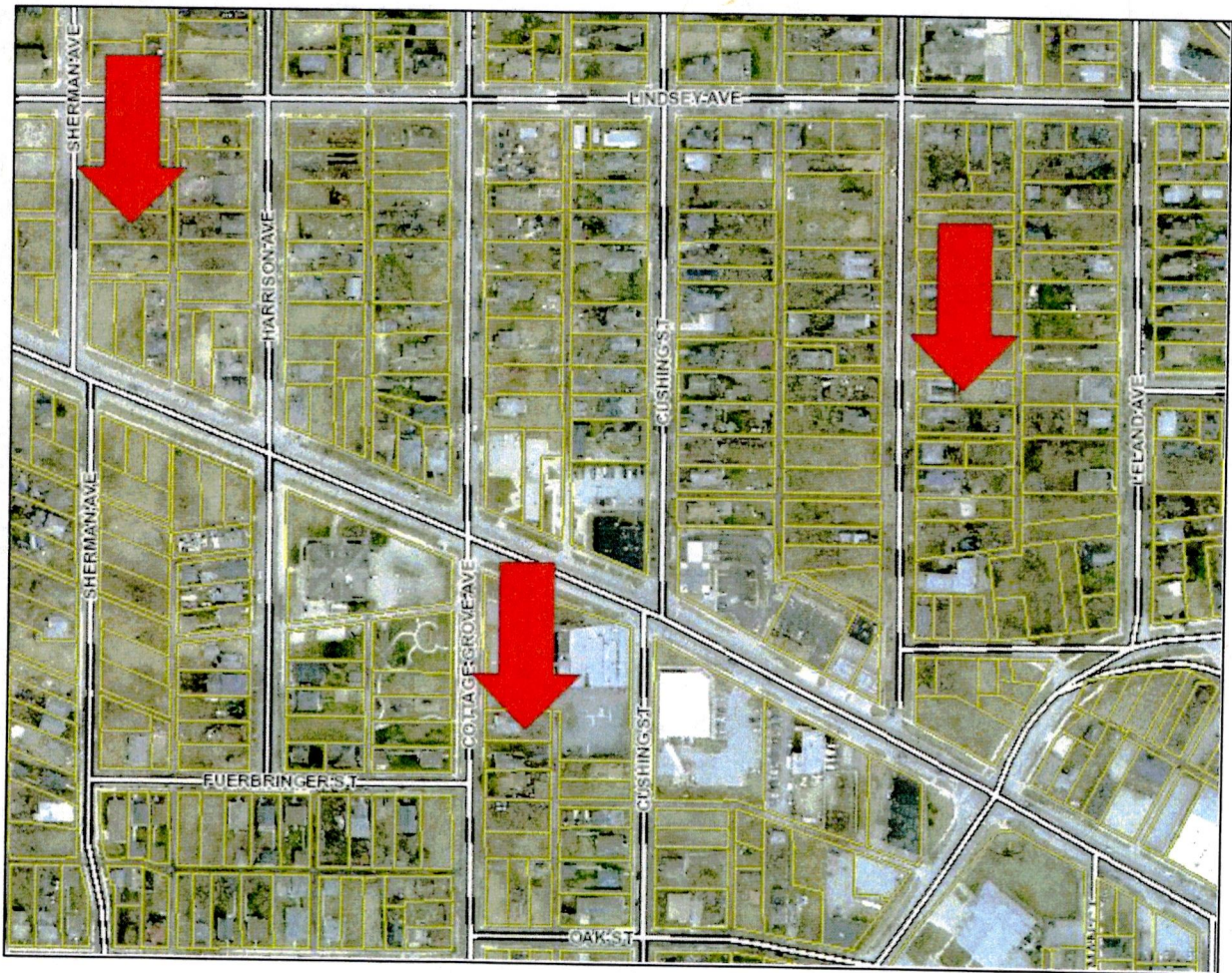
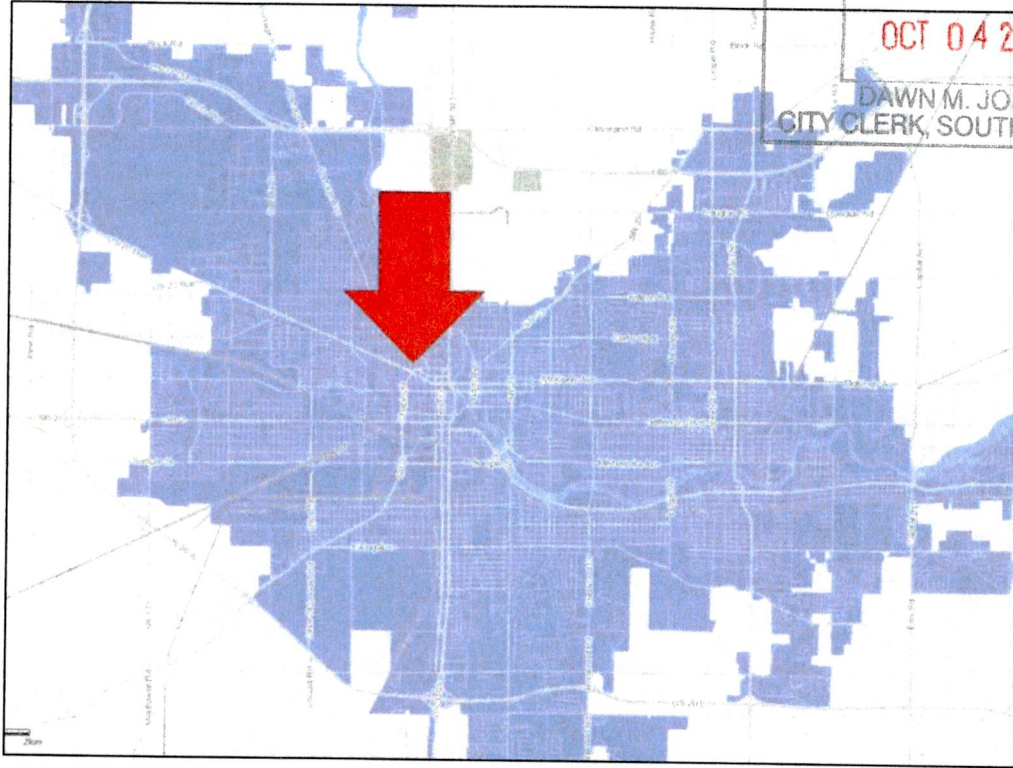


# Aerial and Street Views

Filed in Clerk's Office

OCT 04 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN





542 N. Scott St.



Filed in Clerk's Office

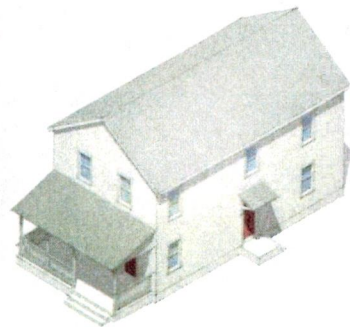
OCT 04 2023

DAWN M. JONES  
CLERK, SOUTH BEND, IN

430 Cottage Grove Ave.



616 Sherman Ave.



## MEMORANDUM OF AGREEMENT

### (VACANT BUILDING TAX ABATEMENT)

This Memorandum of Agreement (Agreement) dated as of September 28, 2023, serves as confirmation of a commitment by **Property Bros, LLC** (the “Applicant”), pending an October 9th, 2023, 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 properties are located at;

542 N Scott Street, South Bend, IN 46616 and 430 Cottage Grove Avenue, South Bend, IN 46616

and have Key Numbers;

71-08-02-476-017.000-026 and 71-08-02-457-002.000-026, respectively.

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 Thirty Thousand dollars (\$930,000.00) for the renovation of real property at a parcel identified in Section 1 of this Agreement;

(b) creating approximately one (1) permanent part-time job with a with an average hourly wage of between \$40-\$50 per hour; 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. 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:	Property Bros LLC 1251 N Eddy St, Suite 200 South Bend IN 46617  Attn: Jordan Richardson
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 (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.



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

<p>“Applicant”</p> <p>Property Bros LLC</p> <p>By: <u>Jordau Richardsson</u></p> <p>Jordan Richardson Chief Executive Officer Property Bros, LLC</p> <p>Approved as to Legal Adequacy and Form this _____ day of _____, 2023.</p> <p>Counsel, South Bend Common Council</p> <p>_____</p> <p>Counsel for Applicant</p> <p>_____</p>	<p>“City”</p> <p>City of South Bend, Indiana</p> <p>By: _____</p> <p>Sharon McBride President, South Bend Common Council</p> <p>By: _____</p> <p>Rachel Tomas Morgan Chairperson, Community Investment Committee</p> <p></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. 5054-23, 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 - 50%



# BILL NO. 23-61

## CITY OF SOUTH BEND

### COMMUNITY INVESTMENT



October 4, 2023

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

RE: **Confirming Resolutions (2):** Vacant Building Tax Abatement and Multi-Family Residential Development Real Property Tax Abatement for **Property Bros LLC**

Dear Council Member Tomas Morgan:

Please find the enclosed information pertaining to a tax abatement petition submitted by Property Bros LLC, 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 / VBD and SB-1 / Real Property)
- Supporting information

The report contains the Department's findings relative to the above-mentioned petition. The petitioner intends to (a) renovate vacant residential properties at 542 N. Scott Street and 430 Cottage Grove Avenue and (b) build a new two-unit residential building at 616 Sherman Avenue. The buildings on Scott Street and Cottage Grove Avenue have been vacant for several years.

The total investment for this project is \$930,000. The project meets the qualifications for two abatements: a two-year (2) vacant building tax abatement and an eight-year (8) residential development real property tax abatement.

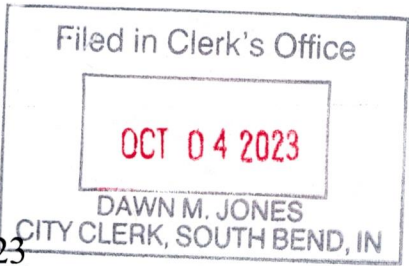
A representative from Property Bros LLC will be available to meet with the Committee on Monday, October 9<sup>th</sup>, 2023.

If you or any of the other Council members have questions concerning the report or need additional information, please feel free to call me at (574) 235-5838.

Sincerely,

Erik Glavich  
Director, Growth and Opportunity





BILL NO. 23-61

RESOLUTION NO. 5058-23

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

**542 N. Scott Street, South Bend, Indiana 46616**

AND

**430 Cottage Grove Avenue, South Bend, Indiana 46616**

AND

**616 Sherman Avenue, South Bend, Indiana 46616**

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

**Property Bros 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:* 71-08-02-476-017.000-026  
*Commonly Known As:* 542 N. Scott Street, South Bend, IN 46616  
*Legal Description:* Lot 7 Kents Sub Bol 113 & 114

*Key Number:* 71-08-02-457-002.000-026  
*Commonly Known As:* 430 Cottage Grove Avenue, South Bend, IN 46616  
*Legal Description:* Lot 2 Klingels Sub Of Heinzmans Add 22-23-24

*Key Number:* 71-08-02-335-006.000-026  
*Commonly Known As:* 616 Sherman Avenue, South Bend, IN 46616  
*Legal Description:* Lot 4 Cushings 1st

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.

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

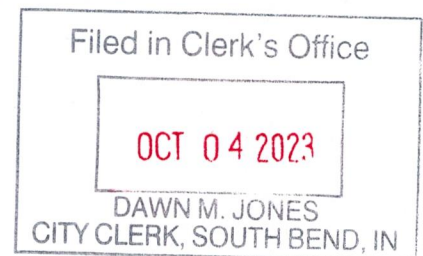
SECTION I. The Common Council hereby confirms its Declaratory Resolution designating the area described herein as an Economic Revitalization Area for the purposes of tax abatement. Such designation is for mixed-use development real property tax abatement only and shall expire on December 31, 2026.

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.

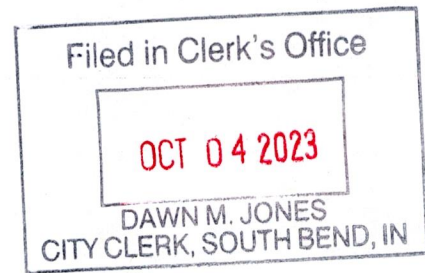
- Year 1 - 100%
- Year 2 - 100%
- Year 3 - 100%
- Year 4 - 100%
- Year 5 - 95%
- Year 6 - 95%
- Year 7 - 90%
- Year 8 - 90%

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.

Sharon McBride, Council President  
South Bend Common Council



Attest:



\_\_\_\_\_  
Dawn M. Jones, 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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o'clock \_\_\_\_\_.m.

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



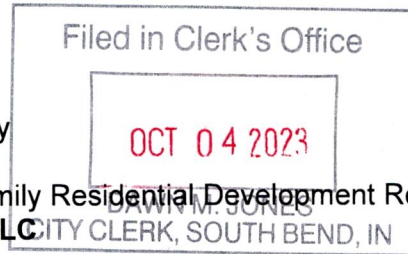
# TAX ABATEMENT REPORT

TO: South Bend Common Council

FROM: Erik Glavich, Director, Growth and Opportunity

SUBJECT: Vacant Building Tax Abatement and Multi-Family Residential Development Real Property Tax Abatement for **Property Bros LLC**

DATE: October 4<sup>th</sup>, 2023



On September 20, 2023, a petition for tax abatement from Property Bros LLC was filed with the Office of the City Clerk. The petition seeks consideration for (1) a vacant building abatement and (2) a multi-family residential development real property tax abatement. The vacant building abatement will apply to two existing structures that Property Bros LLC will rehabilitate, and the residential development abatement will apply to both the existing structures and a new duplex to be built on vacant land. All three affected parcels are in the Near Northwest Neighborhood.

Pursuant to Chapter 2, Article 6, Section 2-84.9 of the Municipal Code of the City of South Bend, the petition was referred to the Department of Community Investment for purposes of investigation and preparation of a report determining whether the area qualifies as an Economic Revitalization Area pursuant to Indiana Code 6 1.1-12.1 and all zoning requirements have been met.

The Department of Community Investment has reviewed the, investigated the area, and makes the following report.

## Project Summary

- The developer, Property Bros LLC, is undertaking the *Legacy Project* to bring at least seven (7) affordable housing units online in the Near Northwest Neighborhood:
  - 542 N. Scott Street: Rehabilitate existing vacant real property to create one or two 3-bedroom units and two 2-bedroom units. (The number of units will depend on the condition of the building and how the project unfolds.)
  - 430 Cottage Grove Avenue: Rehabilitate existing vacant real property to create one 3-bedroom unit and one 2-bedroom unit.
  - 616 Sherman Avenue: Construct a new residential structure containing two 3-bedroom units.
- Total investment for the project is \$930,000.

## Employment Impact

- Property Bros LLC plans to hire a part-time employee to manage and maintain the properties. The petitioner indicated that the pay for this type of position would be \$40-50 per hour, but the person would be "on call" most of the time and would be paid per job.

## **Tax Estimates**

Vacant Building Tax Abatement: The petitioner qualifies for a two-year (2) vacant building tax abatement for the two existing structures:

- Current estimated combined annual taxes: \$2,721 (\$5,443 over the abatement period)
- Estimated combined taxes being abated during the abatement period: \$2,006
- Estimated total combined taxes to be paid during the abatement period: \$3,436

Multi-Family Residential Development Real Property Tax Abatement: The petitioner qualifies for an eight-year (8) multi-family residential development real property tax abatement for three properties, which includes two existing structures and new construction of a third residential building.

- Current estimated combined annual taxes: \$3,054
- Estimated combined annual taxes after the project's completion: \$20,808
- Total estimated combined taxes during the eight-year (8) abatement period: \$166,466
  - Estimated taxes being abated during the abatement period: \$107,675
  - Estimated total taxes to be paid during the abatement period: \$58,791

## **Abatement Qualification**

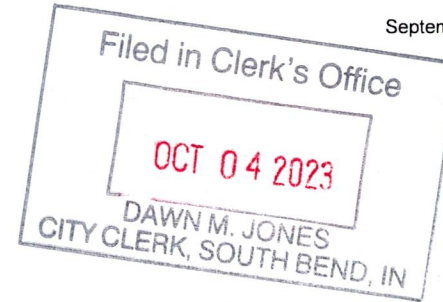
1. A review of the tax abatements previously granted finds that the petitioner has not been granted or is associated with a previous abatement.
2. The properties are properly zoned for the proposed project.
3. Taxes on the properties have been paid in full.
4. A review of the South Bend Redevelopment designation areas finds that the property is in the River West Development Area.
5. A review of the Tax Abatement Ordinance No. 9394-03 finds that the petitioner meets the qualifications for the following:
  - Two-year (2) vacant building tax abatement under Division 9 (Miscellaneous Real Property Tax Abatement), Section 2-84 (Council's Authority to Enlarge Real Property Tax Abatement General Standards).
  - Eight-year (8) multi-family residential development real property tax abatement under Division 2, Section 2-77 (Multi-Family Residential Developments).

8-Year Abatement

September 18, 2023

**Property Bros LLC**

South Bend Portage Township  
Residential Real Property Tax Abatement Schedule \*



Type of Dwelling: Multi-Family Residence - 2 units -  
Estimated Project Cost: \$ 235,300 Rehabilitation

Property Address: 430 Cottage Grove Avenue  
Tax Key Number: 71-08-02-457-002.000-026

	Current	Without Abatement	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
<b>Assessed Value (AV)</b>										
Land	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800
Structure (Current AV + 80% Project Cost)	45,400	233,640	233,640	233,640	233,640	233,640	233,640	233,640	233,640	233,640
<b>Gross Assessed Value</b>	<b>54,200</b>	<b>242,440</b>	<b>242,440</b>	<b>242,440</b>	<b>242,440</b>	<b>242,440</b>	<b>242,440</b>	<b>242,440</b>	<b>242,440</b>	<b>242,440</b>
<b>Abatement</b>										
Abatement Deduction	-	-	100% (188,240)	100% (188,240)	100% (188,240)	100% (188,240)	95% (178,828)	95% (178,828)	90% (169,416)	90% (169,416)
<b>Net Assessed Value</b>	<b>54,200</b>	<b>242,440</b>	<b>54,200</b>	<b>54,200</b>	<b>54,200</b>	<b>54,200</b>	<b>63,612</b>	<b>63,612</b>	<b>73,024</b>	<b>73,024</b>
<b>Property Taxes</b>										
Assume constant tax rate of 5.2897%										
Gross Tax (Tax Rate x Net AV)	2,867	12,824	2,867	2,867	2,867	2,867	3,365	3,365	3,863	3,863
Local Tax Credit (8.7112% of GT-DS)	(231)	(1,033)	(231)	(231)	(231)	(231)	(271)	(271)	(311)	(311)
Circuit Breaker Credit	(1,336)	(5,974)	-	-	-	-	-	-	-	-
<b>Taxes Due</b>	<b>\$ 1,301</b>	<b>\$ 5,818</b>	<b>\$ 2,636</b>	<b>\$ 2,636</b>	<b>\$ 2,636</b>	<b>\$ 2,636</b>	<b>\$ 3,094</b>	<b>\$ 3,094</b>	<b>\$ 3,552</b>	<b>\$ 3,552</b>
<b>Circuit Breaker Cap</b>										
	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Circuit Breaker Cap	1,084	4,849	4,849	4,849	4,849	4,849	4,849	4,849	4,849	4,849
<b>Debt Service (0.3997% of Net AV)</b>	<b>217</b>	<b>969</b>	<b>217</b>	<b>217</b>	<b>217</b>	<b>217</b>	<b>254</b>	<b>254</b>	<b>292</b>	<b>292</b>
<b>Max Tax Under the Cap</b>	<b>1,301</b>	<b>5,818</b>	<b>5,065</b>	<b>5,065</b>	<b>5,065</b>	<b>5,065</b>	<b>5,103</b>	<b>5,103</b>	<b>5,141</b>	<b>5,141</b>

Year	Abatement	Current Taxes Due	New Projected Tax	Combined Current & New Taxes	Taxes Abated	Net Taxes Paid
1	100%	\$ 1,301	\$ 4,517	\$ 5,818	\$ (3,182)	\$ 2,636
2	100%	1,301	4,517	5,818	(3,182)	2,636
3	100%	1,301	4,517	5,818	(3,182)	2,636
4	100%	1,301	4,517	5,818	(3,182)	2,636
5	95%	1,301	4,517	5,818	(2,724)	3,094
6	95%	1,301	4,517	5,818	(2,724)	3,094
7	90%	1,301	4,517	5,818	(2,266)	3,552
8	90%	1,301	4,517	5,818	(2,266)	3,552
<b>Total:</b>		<b>10,405</b>	<b>36,138</b>	<b>46,543</b>	<b>(22,707)</b>	<b>23,836</b>

\* This schedule is for estimation purposes only and assumes constant tax rates equal to those for 2022 Payable 2023. The true tax values will ultimately be determined by the actual assessed valuation and the then-current tax rates.



Department of Community Investment  
City of South Bend



## Property Bros LLC

South Bend Portage Township  
Residential Real Property Tax Abatement Schedule \*

Type of Dwelling: Multi-Family Residence - 4 units -  
Estimated Project Cost: \$ 277,100 Rehabilitation

Property Address: 542 N. Scott Street  
Tax Key Number: 71-08-02-476-017.000-026

	Current	Without Abatement	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
<b>Assessed Value (AV)</b>										
Land	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800
Structure (Current AV + 80% Project Cost)	49,400	271,080	271,080	271,080	271,080	271,080	271,080	271,080	271,080	271,080
<b>Gross Assessed Value</b>	<b>59,200</b>	<b>280,880</b>	<b>280,880</b>	<b>280,880</b>	<b>280,880</b>	<b>280,880</b>	<b>280,880</b>	<b>280,880</b>	<b>280,880</b>	<b>280,880</b>
<b>Abatement</b>										
Abatement Deduction		-	100% (221,680)	100% (221,680)	100% (221,680)	100% (221,680)	95% (210,596)	95% (210,596)	90% (199,512)	90% (199,512)
<b>Net Assessed Value</b>	<b>59,200</b>	<b>280,880</b>	<b>59,200</b>	<b>59,200</b>	<b>59,200</b>	<b>59,200</b>	<b>70,284</b>	<b>70,284</b>	<b>81,368</b>	<b>81,368</b>
<b>Property Taxes</b>										
Assume constant tax rate of 5.2897%										
Gross Tax (Tax Rate x Net AV)	3,132	14,858	3,132	3,132	3,132	3,132	3,718	3,718	4,304	4,304
Local Tax Credit (8.7112% of GT-DS)	(252)	(1,196)	(252)	(252)	(252)	(252)	(299)	(299)	(347)	(347)
Circuit Breaker Credit	(1,459)	(6,921)	-	-	-	-	-	-	-	-
<b>Taxes Due</b>	<b>\$ 1,421</b>	<b>\$ 6,740</b>	<b>\$ 2,879</b>	<b>\$ 2,879</b>	<b>\$ 2,879</b>	<b>\$ 2,879</b>	<b>\$ 3,418</b>	<b>\$ 3,418</b>	<b>\$ 3,958</b>	<b>\$ 3,958</b>
<b>Circuit Breaker Cap</b>										
	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Circuit Breaker Cap	1,184	5,618	5,618	5,618	5,618	5,618	5,618	5,618	5,618	5,618
<b>Debt Service (0.3997% of Net AV)</b>	<b>237</b>	<b>1,123</b>	<b>237</b>	<b>237</b>	<b>237</b>	<b>237</b>	<b>281</b>	<b>281</b>	<b>325</b>	<b>325</b>
<b>Max Tax Under the Cap</b>	<b>1,421</b>	<b>6,740</b>	<b>5,854</b>	<b>5,854</b>	<b>5,854</b>	<b>5,854</b>	<b>5,899</b>	<b>5,899</b>	<b>5,943</b>	<b>5,943</b>

Year	Abatement	Current Taxes Due	New Projected Tax	Combined Current & New Taxes	Taxes Abated	Net Taxes Paid
1	100%	\$ 1,421	\$ 5,320	\$ 6,740	\$ (3,861)	\$ 2,879
2	100%	1,421	5,320	6,740	(3,861)	2,879
3	100%	1,421	5,320	6,740	(3,861)	2,879
4	100%	1,421	5,320	6,740	(3,861)	2,879
5	95%	1,421	5,320	6,740	(3,322)	3,418
6	95%	1,421	5,320	6,740	(3,322)	3,418
7	90%	1,421	5,320	6,740	(2,783)	3,958
8	90%	1,421	5,320	6,740	(2,783)	3,958
<b>Total:</b>		<b>11,365</b>	<b>42,557</b>	<b>53,922</b>	<b>(27,653)</b>	<b>26,269</b>

\* This schedule is for estimation purposes only and assumes constant tax rates equal to those for 2022 Payable 2023.  
The true tax values will ultimately be determined by the actual assessed valuation and the then-current tax rates.



## Property Bros LLC

South Bend Portage Township  
Residential Real Property Tax Abatement Schedule \*

Type of Dwelling: Multi-Family Residence - 2 units -  
Estimated Project Cost: \$ 417,500 New Construction

Property Address: 616 Sherman Avenue  
Tax Key Number: 71-08-02-335-006.000-026

	Current	Without Abatement	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
<b>Assessed Value (AV)</b>										
Land	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800
Structure (AV = 80% Project Cost)	-	334,000	334,000	334,000	334,000	334,000	334,000	334,000	334,000	334,000
<b>Gross Assessed Value</b>	<b>9,800</b>	<b>343,800</b>	<b>343,800</b>	<b>343,800</b>	<b>343,800</b>	<b>343,800</b>	<b>343,800</b>	<b>343,800</b>	<b>343,800</b>	<b>343,800</b>
<b>Abatement</b>										
Abatement Deduction		-	100% (334,000)	100% (334,000)	100% (334,000)	100% (334,000)	95% (317,300)	95% (317,300)	90% (300,600)	90% (300,600)
<b>Net Assessed Value</b>	<b>9,800</b>	<b>343,800</b>	<b>9,800</b>	<b>9,800</b>	<b>9,800</b>	<b>9,800</b>	<b>26,500</b>	<b>26,500</b>	<b>43,200</b>	<b>43,200</b>
<b>Property Taxes</b>										
Assume constant tax rate of 5.2897%										
Gross Tax (Tax Rate x Net AV)	518	18,186	518	518	518	518	1,402	1,402	2,285	2,285
Local Tax Credit (8.7112% of GT-DS)	(42)	(1,465)	(42)	(42)	(42)	(42)	(113)	(113)	(184)	(184)
Circuit Breaker Credit	(143)	(8,471)	-	-	-	-	-	-	-	-
<b>Taxes Due</b>	<b>\$ 333</b>	<b>\$ 8,250</b>	<b>\$ 477</b>	<b>\$ 477</b>	<b>\$ 477</b>	<b>\$ 477</b>	<b>\$ 1,289</b>	<b>\$ 1,289</b>	<b>\$ 2,101</b>	<b>\$ 2,101</b>
	3%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Circuit Breaker Cap	294	6,876	6,876	6,876	6,876	6,876	6,876	6,876	6,876	6,876
Debt Service (0.3997% of Net AV)	39	1,374	39	39	39	39	106	106	173	173
<b>Max Tax Under the Cap</b>	<b>333</b>	<b>8,250</b>	<b>6,915</b>	<b>6,915</b>	<b>6,915</b>	<b>6,915</b>	<b>6,982</b>	<b>6,982</b>	<b>7,049</b>	<b>7,049</b>

Year	Abatement	Current Taxes Due	New Projected Tax	Combined Current & New Taxes	Taxes Abated	Net Taxes Paid
1	100%	\$ 333	\$ 7,917	\$ 8,250	\$ (7,774)	\$ 477
2	100%	333	7,917	8,250	(7,774)	477
3	100%	333	7,917	8,250	(7,774)	477
4	100%	333	7,917	8,250	(7,774)	477
5	95%	333	7,917	8,250	(6,961)	1,289
6	95%	333	7,917	8,250	(6,961)	1,289
7	90%	333	7,917	8,250	(6,149)	2,101
8	90%	333	7,917	8,250	(6,149)	2,101
<b>Total:</b>		<b>2,665</b>	<b>63,336</b>	<b>66,001</b>	<b>(57,315)</b>	<b>8,687</b>

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# City of South Bend Petition for Incentives

*Petition must include a \$250 filing fee payable to the "City of South Bend" before processing can be complete*

Instructions: Complete pages 1-3  
AND the proper Form SB-1 for  
the type of abatement (real  
property or personal property)  
for which you are applying.



City Clerk Office  
OCT 04 2023  
DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

<b>General Information</b>		<b>Project Name</b>	The Legacy Project	<b>Project Number</b>	OCT 04 2023
Legal name as registered with Secretary of State		Property Bros LLC			
Business structure		Domestic Limited Liability Company			
Company website		https://propertybrosllc.com/			
<b>Proposed Project Information</b>					
Proposed project address		Multiple addresses - See attached	<b>Parent company name</b>	Property Bros LLC	
City, State, Zip	South Bend, IN		<b>Legal owner</b>	Property Bros LLC	
Site acreage or acreage required	0.4		<b>Is the real estate owned or leased?</b>	Owned	
Square feet of facility	6400		<b>if leased, by whom?</b>		
<b>Primary Contact Information</b>					
<b>Primary company contact name</b>		Jordan Richardson	<b>Title</b>	CEO	
<b>Address of company contact</b>		1251 N. Eddy Street, Suite 200	<b>Phone</b>	574-904-5674	
City, State, Zip	South Bend, IN 46617		<b>Email</b>	jordan@propertybrosllc.com	
<b>Senior Official Information</b>					
<b>Company senior official name</b>		Same as above	<b>Title</b>		
<b>Address of company contact (if different from above)</b>			<b>Phone</b>		
City, State, Zip			<b>Email</b>		
<b>Consultant Information/Agent</b>					
<b>Hired business consultant/agent name</b>		N/A	<b>Consultant release? (Y/N)</b>		
<b>Address</b>			<b>Local economic development partners approval? (Y/N)</b>		
City, State, Zip			<b>Email</b>		
<b>Project Overview</b>					
<b>Brief description of your company, project, and why the property is necessary for economic growth</b>	<p>The Legacy Project is an ambitious initiative to provide high-quality affordable housing to the Near Northwest Neighborhood. Property Bros LLC will rehabilitate two vacant buildings: a 4-plex at 542 N. Scott St. and a duplex at 430 Cottage Grove Ave. The Scott Street property may be converted to a 3-unit building (its original layout) as the project develops. Moreover, we will build a brand-new duplex on vacant property at 616-618 Sherman Ave. At the project's conclusion, Property Bros will have brought at least 7 housing units online. These will be high-quality units that will add vibrancy to the neighborhood.</p> <p>Property Bros along with its partners, realized the impact that better housing has in our community. The more vacant lots and blighted housing that goes unloved, the more our streets become less traveled, walked and developed on. We have made it our core focus to improve our neighborhoods by rehabbing these unloved homes, offering more living options to those in need, and building a landscape for future development.</p>				
<b>Certified Technology Park appropriate</b>	N/A				
<b>Is the project in a Tax Incremental Financing (TIF) area? If so, which?</b>	River West				
<b>Have Building Permits been issued? (Y/N) [Note-Not eligible for abatement if Yes]</b>	N	<b>Number of residential units created by project</b>	7-8		
<b>If this is a petition for personal property tax abatement, has the equipment been installed?</b>	N/A				

<b>Investment Details</b>			
<b>Public Infrastructure needs (Off-site of project in dollars)</b>	<b>Has any 504 funding been received?</b>	<b>What is the value of any equipment being purchased in Indiana for the project?</b>	<b>What is the value of any equipment being purchased from out of state for the project?</b>
N/A	No	N/A	N/A



New Project Investments								
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029
Land Acquisition		\$ 15,000.00						
Building Lease Payments								
Building Purchase Costs		\$ 120,000.00						
New Building Construction			\$ 402,495.00					
Existing Building Improvements		\$ 392,362.00						
New Machinery & Equipment								
Special Tooling/Retooling								
New Furniture/Fixtures								
New Computer/IT Hardware								
New Software								
On-site Rail Infrastructure								
On-site Fiber Infrastructure								
<b>TOTAL</b>	<b>\$ 0.00</b>	<b>\$ 527,362.00</b>	<b>\$ 402,495.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

Full-Time Permanent Indiana-Resident Positions by Calendar Year							
Calendar Year	Jobs retained	Hourly average wage, w/o benefits or bonuses	Cumulative # of net NEW full time permanent jobs created at project	Hourly average wage, w/o benefits or bonuses, of cumulative net new jobs	Total training expenditure - not cumulative	Total # to be trained - not cumulative	
2023							
2024			1	\$ 50.00			
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							

Provide hourly wage information for new employees in the following positions.		
	Full time	Part time
Laborers		
Technical		
Managerial		
Administrative		

Who will be the individual responsible for coordinating with WorkOne on recruiting? N/A

Does your company have an EEO hiring policy? N/A Are you an EEO employer? N/A

Please list the number of full time and part time minority and/or female employees for the following years:							Please describe your commitment to diversity and inclusion by detailing your outreach and recruitment efforts for the last three years as well as current policies.
Year	2023		2022		2021		
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	
Black							As a minority-owned business, Property Bros is committed to empowering people of all backgrounds for the purpose of bettering our community.
Hispanic							
Asian							
Indian							
Female							
Other							

**Complete the table below for Real Property Tax Abatement only.**

**\*\*\* Sign at the bottom for all requested incentives (real AND personal property). \*\*\***

**Public Benefit Item:**

Information is required on both the construction companies and the companies which will provide materials purchased for this project. Please complete the table below with the appropriate information. If you qualify for the points, please enter the full amount of available points.		Qualify (Yes or No)	Earned Points	Available Points	
1	<b>Construction Related (Contractors):</b>				
	A.	Employ Local Companies (75%)	Y	20	20
	B.	Purchase Materials from Local Companies (75%)	Y	20	20
	C.	Require Employees vs. Independent Contractors	N	0	19
	D.	Require Prevailing Wage	N	0	22
	E.	Require Health Benefits	N	0	22
	F.	Require Retirement Benefits	N	0	18
	G.	Maintain Affirmative Action Plan	N	0	20
		<b>Sub-total Construction Related:</b>		40	141
2	<b>Wage &amp; Benefit Related (Owner):</b>				
	A.	Pay Target Wage Levels	N	0	33
	B.	Provide Health Benefits	N	0	34
	C.	Provide Retirement Benefits	N	0	29
	D.	Provide Training	Y	28	28
	E.	Provide Child Care	N	0	15
	F.	Provide Transportation Assistance	N	0	14
	G.	Provide Employer Assisted Housing program	N	0	9
	<b>Sub-total Wage &amp; Benefit Related:</b>		28	162	
3	<b>Workforce Related:</b>				
	A.	Create New Jobs	Y	42	42
	B.	Retain Existing Jobs	Y	41	41
	C.	Maintain Affirmative Action Plan	N	0	35
	D.	Provide Targeted Hiring Preference	N	0	34
	<b>Sub-total Workforce Related:</b>		83	152	
4	<b>Support a Municipal Facility:</b>				
	A.	Support a SB Municipal Facility (donations to the zoo, conservatory, museum, etc.)	N	0	84
		Name of Facility			
	<b>Sub-total Municipal Facility:</b>		0	84	
<b>Sub-total from Above:</b>			151	539	

The undersigned owner(s) of real property, located within the City of South Bend, hereby petition the Common Council of the City of South Bend for a real and/or personal property tax abatement consideration and pursuant to I.C., 6-1.1-12.1-1, et seq., and South Bend Municipal Code Sec. 2-76 et seq., for this petition state the above.

Submitted By: Jordau Richardson Date: 2023-09-19



**For Staff Use Only Below This Line**

Land: \$28,400

What is the current assessed value?	Real Property:	Bdg: \$94,800	Personal Property:	
What is the projected assessed value?	Real Property:	Bdg: \$838,720	Personal Property:	
What is the tax key number for this project?	71-08-02-335-006.000-026			
What is the six digit NAICS code?	71-08-02-476-017.000-026; 71-08-02-457-002.000-026			

Please attach a Google map and street view of the location.

Please list the amount of real and personal property taxes paid for the last five years when applicable.		Real Property Taxes:	Personal Property Taxes:
Year One	Pay 2022	1258.00	
Year Two	2021	1801.06	
Year Three	2020	2684.68	
Year Four	2019	3809.32	
Year Five	2018	1229.30	

Please fill out the following Public Benefit Summary Information and add to total from above.

Public Benefit Item:			(Y or N)	Points	Points
<u>Project Related:</u>					
5	A.	Redevelop a Site that has Special Needs	Y	49	49
	B.	Develop Based on Local University Research	N	-	35
	C.	Achieve a Physical Element of a Plan	Y	36	36
	<b>Sub-total Project Related:</b>			<b>85</b>	120
6	<u>Super Size Projects (point values are cumulative):</u>				
	A.	100% to 199%	Y	25	25
	B.	200% to 299%	Y	68	68
	C.	300% to 399%	N	-	65
	D.	400% and Over	N	-	52
<b>Sub-total Super Size Projects:</b>			<b>93</b>	210	
7	<u>Pay for Municipal Infrastructure:</u>				
	A.	Pay for Oversizing or Upgrading			14
	B.	Pay for 26-50% of Extension Cost			26
	C.	Pay for 51-75% of Extension Cost			39
	D.	Pay for 76-100% of Extension Cost			52
<b>Sub-total Infrastructure Related:</b>			<b>-</b>	131	
<b>Total from Applicant Section:</b>				151	539
<b>Total from Staff Section:</b>				178	461
<b>Total Public Benefit Points:</b>				<b>329</b>	1000

Filed in Clerk's Office  
151  
178  
329  
OCT 04 2023  
DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN





**STATEMENT OF BENEFITS  
REAL ESTATE IMPROVEMENTS**

State Form 51767 (R7 / 1-21)  
Prescribed by the Department of Local Government Finance

20 23 PAY 20 24

FORM SB-1 / Real Property

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

Filed in Clerk's Office

OCT 04 2023

DAWN M. JONES  
SOUTH BEND, IN

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
- Residentially distressed area (IC 6-1.1-12.1-4.1)

**INSTRUCTIONS:**

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
3. To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
4. A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
5. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

**SECTION 1 TAXPAYER INFORMATION**

Name of taxpayer: **Property Bros LLC**

Address of taxpayer:  
Number and Street: **1251 N. Eddy Street, Suite 200** City: **South Bend** State: **IN** ZIP: **46617**

Name of contact person:  
First Name: **Jordan** Last Name: **Richardson** Telephone number: **(574) 904-5674** E-mail address: **jordan@propertybrosllc.com**

**SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT**

Name of designating body: **Common Council of the City of South Bend** Resolution number: \_\_\_\_\_

Location of property:  
Number and Street: **616-618 Sherman Ave.** City: **South Bend** State: **IN** ZIP: **46616** County: **St. Joseph** DLGF taxing district number: **026 (South Bend-Portage)**

Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary):  
**New construction of a 2-unit residential building**

Estimated start date (month, day, year): **2024-01-31**

Estimated completion date (month, day, year): **2024-07-01**

**SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT**

Current Number	Salaries	Number Retained	Salaries	Number Additional	Salaries
0	\$ 0	0	\$ 0	0	\$ 0

**SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT**

	REAL ESTATE IMPROVEMENTS	
	COST	ASSESSED VALUE
Current values	\$ 0	\$ 0
Plus estimated values of proposed project	\$ 417,500	\$ 334,000
Less values of any property being replaced	\$ 0	\$ 0
Net estimated values upon completion of project	\$ 417,500	\$ 334,000

**SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER**

Estimated solid waste converted (pounds) 0 Estimated hazardous waste converted (pounds) 0

Other benefits

**SECTION 6 TAXPAYER CERTIFICATION**

I hereby certify that the representations in this statement are true.

Signature of authorized representative: Jordan Richardson Date signed (month, day, year): 2023-09-19

Printed name of authorized representative: **Jordan Richardson** Title: **CEO**



**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed n/a calendar years\* (see below). The date this designation expires is 12/31/2026. NOTE: This question addresses whether the resolution contains an expiration date for the designated area.
- B. The type of deduction that is allowed in the designated area is limited to:  
 1. Redevelopment or rehabilitation of real estate improvements  Yes  No  
 2. Residentially distressed areas  Yes  No
- C. The amount of the deduction applicable is limited to \$ n/a.
- D. Other limitations or conditions (specify) n/a
- E. Number of years allowed:  Year 1  Year 2  Year 3  Year 4  Year 5 (\* see below)  
 Year 6  Year 7  Year 8  Year 9  Year 10
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?  
 Yes  No  
 If yes, attach a copy of the abatement schedule to this form.  
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number ( )	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by (signature and title of attester)	Printed name of attester	

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

**IC 6-1.1-12.1-17**

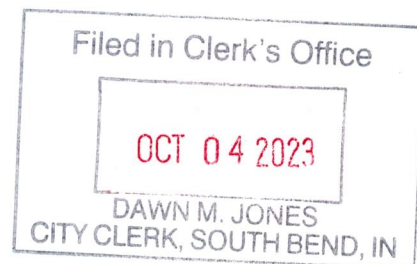
**Abatement schedules**

**Sec. 17. (a)** A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

**(b)** This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

**(c)** An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.







# STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51767 (R7 / 1-21)  
Prescribed by the Department of Local Government Finance

20 23 PAY 20 24

FORM SB-1 / Real Property

### PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
- Residentially distressed area (IC 6-1.1-12.1-4.1)

### INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
3. To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
4. A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
5. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

City Clerk's Office  
OCT 04 2023  
RECEIVED

## SECTION 1 TAXPAYER INFORMATION

Name of taxpayer: **Property Bros LLC**

Address of taxpayer:  
 Number and Street: **1251 N. Eddy Street, Suite 200** City: **South Bend** State: **IN** ZIP: **46617**

Name of contact person:  
 First Name: **Jordan** Last Name: **Richardson** Telephone number: **(574) 904-5674** E-mail address: **jordan@propertybrosllc.com**

## SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of designating body: **Common Council of the City of South Bend** Resolution number: \_\_\_\_\_

Location of property:  
 Number and Street: **542 N. Scott St.** City: **South Bend** State: **IN** ZIP: **46616** County: **St. Joseph** DLGF taxing district number: **026 (South Bend-Portage)**

Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary):  
**Rehabilitation of a vacant 4-unit residential building**

Estimated start date (month, day, year): **2023-10-01**

Estimated completion date (month, day, year): **2024-01-31**

## SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT

Current Number	Salaries	Number Retained	Salaries	Number Additional	Salaries
0	\$ 0	0	\$ 0	0	\$ 0

## SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

	REAL ESTATE IMPROVEMENTS	
	COST	ASSESSED VALUE
Current values	\$ 90,000	\$ 49,400
Plus estimated values of proposed project	\$ 277,100	\$ 171,680
Less values of any property being replaced	\$ 0	\$ 0
Net estimated values upon completion of project	\$ 367,100	\$ 221,080

## SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

Estimated solid waste converted (pounds) 0 Estimated hazardous waste converted (pounds) 0

Other benefits

## SECTION 6 TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative: Jordan Richardson Date signed (month, day, year): **2023-09-19**

Printed name of authorized representative: **Jordan Richardson** Title: **CEO**



**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed N/A calendar years\* (see below). The date this designation expires is 12/31/2026. NOTE: This question addresses whether the resolution contains an expiration date for the designated area.
- B. The type of deduction that is allowed in the designated area is limited to:  
 1. Redevelopment or rehabilitation of real estate improvements  Yes  No  
 2. Residentially distressed areas  Yes  No
- C. The amount of the deduction applicable is limited to \$ n/a.
- D. Other limitations or conditions (specify) n/a
- E. Number of years allowed:  Year 1  Year 2  Year 3  Year 4  Year 5 (\* see below)  
 Year 6  Year 7  Year 8  Year 9  Year 10
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?  
 Yes  No  
 If yes, attach a copy of the abatement schedule to this form.  
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number ( )	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by (signature and title of attester)	Printed name of attester	

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

**IC 6-1.1-12.1-17**

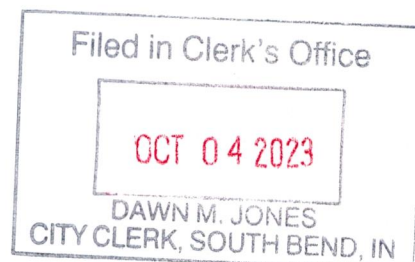
**Abatement schedules**

**Sec. 17. (a)** A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

**(b)** This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

**(c)** An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.







# STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51767 (R7 / 1-21)  
Prescribed by the Department of Local Government Finance

20 <u>23</u> PAY 20 <u>24</u>
FORM SB-1 / Real Property
<b>PRIVACY NOTICE</b>
Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)  
 Residentially distressed area (IC 6-1.1-12.1-4.1)

**INSTRUCTIONS:**

- This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
- The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
- To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
- A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
- For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

SECTION 1		TAXPAYER INFORMATION	
Name of taxpayer <b>Property Bros LLC</b>			
Address of taxpayer Number and Street: <b>1251 N. Eddy Street, Suite 200</b> City: <b>South Bend</b> State: <b>IN</b> ZIP: <b>46617</b>			
Name of contact person First Name: <b>Jordan</b> Last Name: <b>Richardson</b>		Telephone number <b>(574) 904-5674</b>	E-mail address <b>jordan@propertybrosllc.com</b>

SECTION 2		LOCATION AND DESCRIPTION OF PROPOSED PROJECT	
Name of designating body <b>Common Council of the City of South Bend</b>		Resolution number	
Location of property Number and Street: <b>430 Cottage Grove Ave.</b> City: <b>South Bend</b> State: <b>IN</b> ZIP: <b>46616</b> County: <b>St. Joseph</b>		DLGF taxing district number <b>026 (South Bend-Portage)</b>	
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) <b>Rehabilitation of a 2-unit residential building</b>		Estimated start date (month, day, year) <b>2023-10-30</b>	
		Estimated completion date (month, day, year) <b>2024-03-01</b>	

SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT					
Current Number	Salaries	Number Retained	Salaries	Number Additional	Salaries
<b>0</b>	<b>\$ 0</b>	<b>0</b>	<b>\$ 0</b>	<b>0</b>	<b>\$ 0</b>

SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT		
	REAL ESTATE IMPROVEMENTS	
	COST	ASSESSED VALUE
Current values	\$ 30,000	\$ 45,400
Plus estimated values of proposed project	\$ 235,300	\$ 188,240
Less values of any property being replaced	\$ 0	\$ 0
Net estimated values upon completion of project	\$ 265,300	\$ 233,640

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER	
Estimated solid waste converted (pounds) <b>0</b>	Estimated hazardous waste converted (pounds) <b>0</b>

Other benefits

SECTION 6 TAXPAYER CERTIFICATION	
I hereby certify that the information on this statement is true.	
Signature of authorized representative <i>Jordan Richardson</i>	Date signed (month, day, year) <b>2023-09-19</b>
Printed name of authorized representative <b>Jordan Richardson</b>	Title <b>CEO</b>



**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed   N/A   calendar years\* (see below). The date this designation expires is   12/31/2026  . NOTE: This question addresses whether the resolution contains an expiration date for the designated area.
- B. The type of deduction that is allowed in the designated area is limited to:  
 1. Redevelopment or rehabilitation of real estate improvements    Yes    No  
 2. Residentially distressed areas    Yes    No
- C. The amount of the deduction applicable is limited to \$   N/A
- D. Other limitations or conditions (specify)   N/A
- E. Number of years allowed:    Year 1            Year 2            Year 3            Year 4            Year 5 (\* see below)  
     Year 6            Year 7            Year 8            Year 9            Year 10
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?  
 Yes    No  
 If yes, attach a copy of the abatement schedule to this form.  
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number (     )     (     )	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by (signature and title of attester)	Printed name of attester	

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
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**IC 6-1.1-12.1-17**

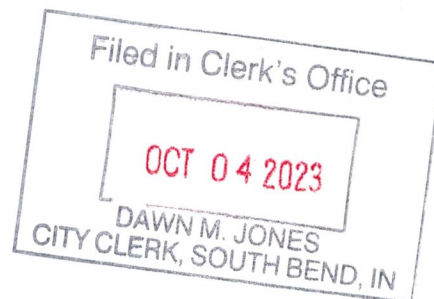
**Abatement schedules**

**Sec. 17. (a)** A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
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**(b)** This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

**(c)** An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.



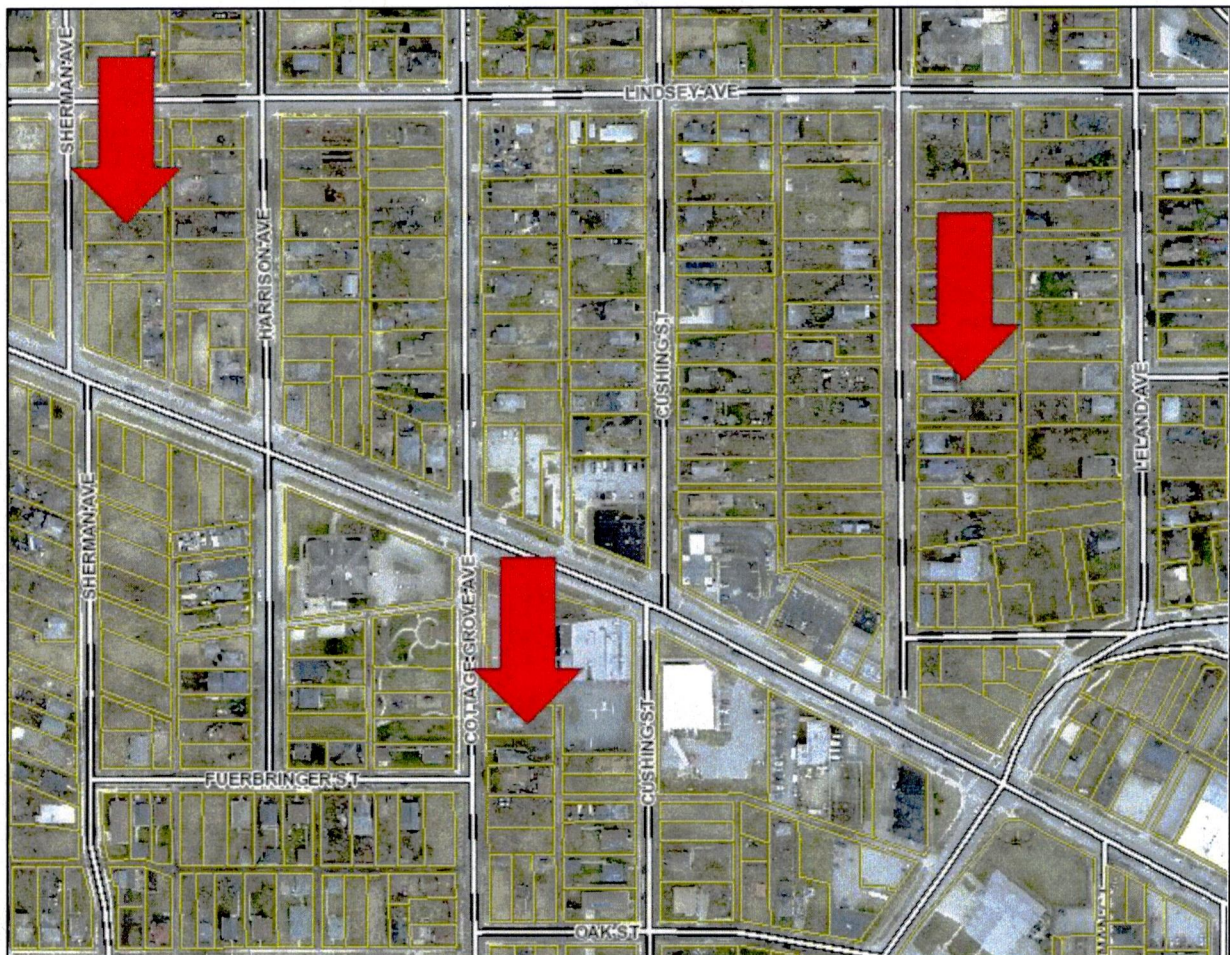
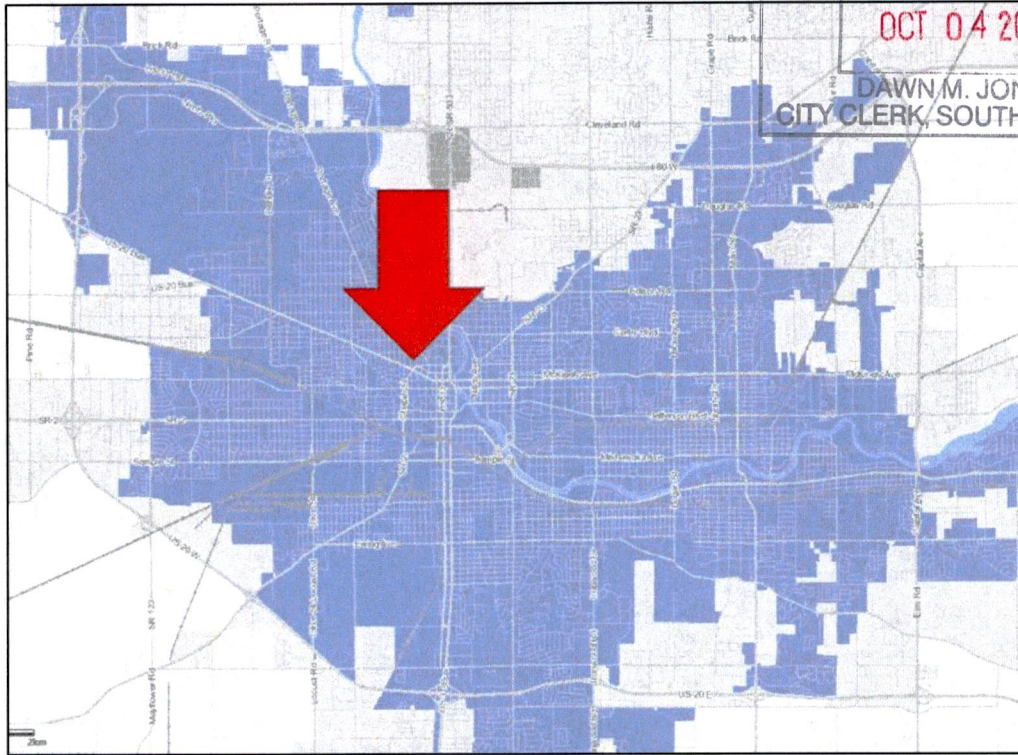


# Aerial and Street Views

Filed in Clerk's Office

OCT 04 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN





542 N. Scott St.

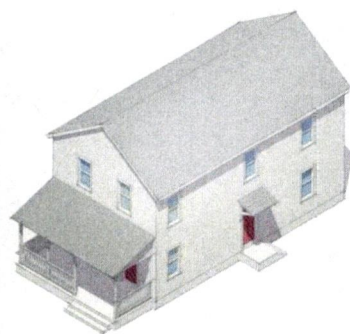


Filed in Clerk's Office  
OCT 04 2023  
DAWN M. JONES  
CLERK, SOUTH BEND, IN

430 Cottage Grove Ave.



616 Sherman Ave.



Filed in Clerk's Office  
OCT 04 2023  
DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

**MEMORANDUM OF AGREEMENT**

**(MULTI-FAMILY RESIDENTIAL DEVELOPMENT REAL PROPERTY TAX ABATEMENT)**

This Memorandum of Agreement (Agreement) dated as of September 28, 2023, serves as confirmation of a commitment by **Property Bros LLC** (the "Applicant"), pending an October 9th, 2023, 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 properties are located at;

542 N Scott St, South Bend, IN 46616, 430 Cottage Grove Avenue, South Bend, IN 46616 and 616 Sherman Avenue, South Bend, IN 46616,

and have Key Numbers;

71-08-02-476-017.000-026, 71-08-02-457-002.000-026 and 71-08-02-335-006.000-026, respectively.

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) multi-family residential 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 Nine Hundred Thirty Thousand dollars (\$930,000.00) for the development of at least seven (7) affordable housing units at property identified in Section 1 of this Agreement;

(b) creating at least one (1) permanent part-time job with an average hourly wage of between \$40-\$50 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. 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:	Property Bros LLC 1251 N Eddy St, Suite 200 South Bend IN 46617  Attn: Jordan Richardson
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 (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.



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

<p>“Applicant”</p> <p>Property Bros LLC</p> <p><i>Jordau Richardson</i></p> <p>By: _____</p> <p>Jordan Richardson Chief Executive Officer Property Bros, LLC</p> <p>Approved as to Legal Adequacy and Form this _____ day of _____, 2023.</p> <p>Counsel, South Bend Common Council</p> <p>_____</p> <p>Counsel for Applicant</p> <p>_____</p>	<p>“City”</p> <p>City of South Bend, Indiana</p> <p>By: _____</p> <p>Sharon McBride President, South Bend Common Council</p> <p>By: _____</p> <p>Rachel Tomas Morgan Chairperson, Community Investment Committee</p> <p></p> <p>By: _____</p> <p>Erik Glavich Department of Community Investment</p> <p>By: _____</p> <p>James Mueller Mayor</p>
--	--

Filed in Clerk's Office

OCT 04 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

**EXHIBIT A**

**Abatement Schedule**

Subject to the adoption by the SBCC of a resolution confirming the adoption of Declaratory Resolution No. 5055-23, the property owner is qualified for and is granted a multi-family residential development real property tax abatement for a period of eight (8) years as shown by the schedule outlined below.

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

# BILL NO. 23-62

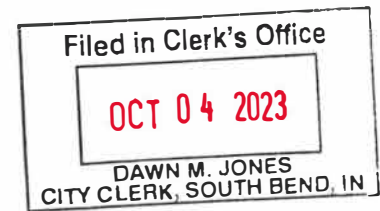
## City of South Bend Common Council

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

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



October 4, 2023



Sharon L. McBride  
President

Sheila Niezgodski  
Vice-President

Canneth Lee  
Chairperson, Committee  
of the Whole

Canneth Lee  
First District

Henry Davis, Jr.  
Second District

Sharon L. McBride  
Third District

Troy Warner  
Fourth District

Eli Wax  
Fifth District

Sheila Niezgodski  
Sixth District

Karen L. White  
At Large

Rachel Tomas Morgan  
At Large

Lori K. Hamann  
At Large

Chairperson Karen White  
Residential Neighborhoods Committee  
South Bend Common Council  
4<sup>th</sup> Floor, County-City Building  
South Bend, IN 46601

**RE: A RESOLUTION OF THE COMMON COUNCIL OF THE CITY  
OF SOUTH BEND, INDIANA CALLING FOR EQUITY AND  
DISAGGREGATION IN ADMINISTRATIVE REPORTS**

Dear Chairperson White:

I am submitting this resolution for the purpose of working towards a better system. The resolution is to spark reasonable discourse and support for a community hampered by inadequate funding and support over several decades.

The Lasalle Park area has in recent years received support but much more is needed to grow the area. I am asking for discussion as we move forward on this matter and other issues related to our neighborhoods.

Thank you for your consideration.

Council at the full Council meeting later that evening.

Thank you for your consideration.

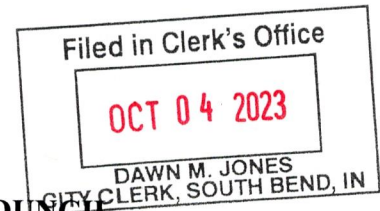
Sincerely yours,

Henry Davis, Jr., South Bend Common  
Council Second District



**BILL NO. 23-62**

**RESOLUTION NO. 5059-23**



**A RESOLUTION OF THE COMMON COUNCIL  
OF THE CITY OF SOUTH BEND, INDIANA CALLING FOR EQUITY AND  
DISAGGREGATION IN ADMINISTRATIVE REPORTS**

**WHEREAS**, the City of South Bend commissioned Urban3—a private consulting firm specializing in land value economics, property tax analysis and community design—to conduct a financial analysis which uncovered that a compounded history of racial segregation, racist redlining practices and divestment from Black and low-income neighborhoods led to the loss of roughly a billion dollars in property value from South Bend relative to what existed in 1930; and

**WHEREAS**, on September 25, 2023, the South Bend Common Council adopted a resolution announcing and providing information about the formation of a Reparatory Justice Commission to study the issue of reparatory justice in South Bend; and

**WHEREAS**, the South Bend Common Council charged the Reparatory Justice Commission with presenting its findings and recommendations to the South Bend Common Council for consideration; and

**WHEREAS**, in February 2023, 2nd District Councilman Henry Davis and community members authored a resolution calling for American Rescue Plan (ARP) funding provided by the federal government to be appropriated for reparatory justice aims in order to uplift African American neighborhoods impacted by a history of racial segregation, divestment and environmental contamination; and

**WHEREAS**, on October 2, 2023, South Bend Mayor James Mueller indicated during a public forum hosted by the *South Bend Tribune* that American Rescue Plan funds support existing programs that fit within a reparatory justice “framework”; and

**WHEREAS**, according to Mayor James Muller, the City of South Bend appropriated part of the American Rescue Plan funds “to make historic investments in equity” so as to make progress “on these accounts”; and

**WHEREAS**, according to Mayor James Muller, the City of South Bend will allocate American Rescue Plan funds to make investments in neighborhoods that have experienced disinvestment over many decades; and

**WHEREAS**, the City of South Bend appropriated American Rescue Plan funds to establish an “opportunity fund” to support Black- and minority-owned businesses; and

**WHEREAS**, the City of South Bend will spend American Rescue Plan funds on a city plan to boost Black homeownership rates in neighborhoods that have experienced disinvestment over many decades; and

**WHEREAS**, the City of South Bend and the South Bend Common Council recognize that American Rescue Plan funds represent an opportunity to make historic and “once-in-a-generation” investments in historically underserved communities; and

**WHEREAS**, the City of South Bend considers itself to be a “data-driven” city.

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

**Section I.** The South Bend Common Council hereby recommends as good practice that going forward the City of South Bend provide semi-annual data reports on how existing city programs funded by the American Rescue Plan impact historically underserved communities until said American Rescue Plan funds are completely spent down.

**Section II.** The South Bend Common Council hereby recommends as good practice going forward that the City of South Bend provide semi-annual data reports on how existing city programs in the Department of Community Investment, the Department of Public Works and Venues, Parks and Arts impact historically underserved communities.

**Section III.** The South Bend Common Council hereby recommends as good practice going forward that the City of South Bend disaggregate data included in these respective semi-annual reports by census block group, census tract, gender, racial and ethnic demographics in order to monitor trends and measure equitable investment and subsequent impact.

**Section IV.** This resolution shall become effective upon the date of passage.

**Approved this 09<sup>th</sup> day of October 2023**

---

Sharon McBride, Council President  
South Bend Common Council

Attest:

---

Dawn M. Jones, 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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_ . m.

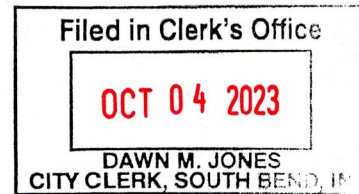
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Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o'clock \_\_\_\_ .m.

---

James Mueller, Mayor  
City of South Bend, Indiana





# BILL NO. 70-23

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



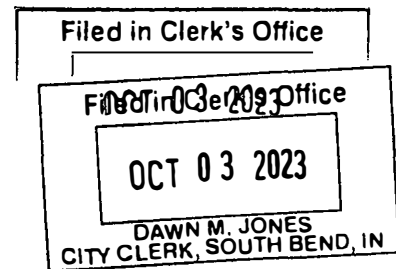
PHONE 574.235.9216  
FAX 574.235.9928

CITY OF SOUTH BEND, IN JAMES MUELLER, MAYOR

## DEPARTMENT OF ADMINISTRATION AND FINANCE

October 4, 2023

Mrs. Sharon McBride  
President, South Bend Common Council  
4th Floor, County-City Building  
South Bend, IN 46601



RE: Teamster 2023 Salary Ordinance

Dear President McBride:

Attached is an ordinance to amend the salary ordinance setting the salaries for City employees that are members of the Teamsters for the calendar year 2023

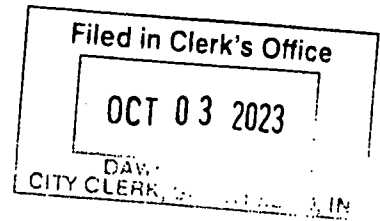
This bill will correct an error in the wage tables for the Equipment Services Work Group, include additional Group Leader position titles for the Venue Parks & Arts Work Group, and add new positions for the Water Works Customer Service Work Group.

I will present this bill to the Common Council at the appropriate committee and council meetings. If you have any further questions or need additional information, please let me know.

Thank you for your consideration.

Sincerely,

Kyle Willis  
City Controller



**BILL NO. 70-23**

**ORDINANCE NO. 10984-23**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING ORDINANCE NO. 10893-22, WHICH FIXED MAXIMUM WAGES OF TEAMSTER EMPLOYEES FOR CALENDAR YEAR 2023, TO CORRECT A SCRIVENER'S ERROR IN THE WAGE TABLES FOR THE EQUIPMENT SERVICES WORK GROUP, INCLUDE ADDITIONAL GROUP LEADER POSITION TITLES FOR THE VENUES PARKS & ARTS WORK GROUP, AND ADD NEW POSITIONS FOR THE WATER WORKS CUSTOMER SERVICE WORK GROUP**

---

**STATEMENT OF PURPOSE AND INTENT**

---

The Common Council of the City of South Bend, Indiana passed Ordinance Number 7997-89 on July 24, 1989, fixing the maximum wages and monetary fringe benefits for Teamsters Local Union No. 364 employees of the City for the calendar years 1990 through 1992. Each subsequent contract cycle, the Common Council has passed an ordinance fixing the maximum wages for Union employees, most recently on October 10, 2022 in Ordinance Number 10893-22 for calendar year 2023.

Subsequent to this most recent ordinance adoption, on October 10, 2023, the City's Board of Public Works and the Teamsters Union executed a Memorandum of Understanding which requests that the Common Council amend Ordinance Number 10893-22 to correct a scrivener's error in the wage tables for the Equipment Services Work Group, include additional Group Leader position titles for the Venues Parks & Arts Work Group, and add new positions for the Water Works Customer Service Work Group. This ordinance provides for the amendment of the attachment referenced in Section I(a) of Ordinance Number 10893-22.

This Ordinance is in the best interest of the City and the affected Teamster employees.

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

**SECTION I.** Ordinance No. 10893-22 is hereby amended to include the Teamster positions and maximum salaries set forth in Exhibit A attached hereto. The positions affected by this ordinance are highlighted for ease of identification.

**SECTION II.** All other portions and sections of Ordinance No. 10893-22 are unaffected by this amendment and are reconfirmed.

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

\_\_\_\_\_  
Sharon McBride, Council President  
South Bend Common Council

Attest:

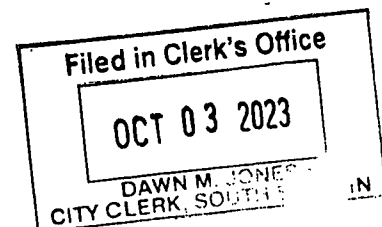
\_\_\_\_\_  
Dawn M. Jones, City Clerk  
Office of the City Clerk

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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_ m.

\_\_\_\_\_  
Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o'clock \_\_\_\_ m.

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





Filed in Clerk's Office

OCT 03 2023

DAWN M. JONES  
CITY CLERK, SOUTH BEND, IN

City of South Bend 2022 - 2024 Teamster Employee Wage Ordinances Position Maximum Hourly Pay Rate Levels						
Position	Pay Rate Increase	2021 Equiv. Rates*	2.50%	2.00%	2.00%	
	New Position		2022 Rate	2023 Rate	2024 Rate	
2021 Rate						
<b>Neighborhood Services Division</b>						
NEAT Crew Operator		18.56	19.58	20.07	20.47	20.88
<b>Equipment Services Division</b>						
Building Maintenance		18.28	18.28	18.74	19.11	19.49
Body Repair IV		20.27	20.27	20.78	21.19	21.62
Body Repair V		21.39	21.39	21.92	22.36	22.81
General Laborer (Janitor)		16.76	16.76	17.18	17.52	17.87
Machinist IV		20.27	22.78	23.35	23.82	24.29
Machinist V		21.42	25.43	26.07	26.59	27.12
Mechanic III		19.72	20.72	21.24	21.66	22.10
Mechanic IV		20.78	22.78	23.35	23.82	24.29
Mechanic V		22.43	25.43	26.07	26.59	27.12
Parts Clerk I		18.24	18.24	18.70	19.07	19.45
Parts Clerk II		18.79	18.79	19.26	19.64	20.04
<b>Police Division</b>						
Police Facility Operations Technician I		16.76	16.76	17.18	17.52	17.87
Police Facility Operations Technician II		18.28	18.28	18.74	19.11	19.49
Police Facility Operations Technician III		21.40	21.40	21.94	22.37	22.82
<b>Solid Waste Division</b>						
Driver		18.98	20.75	21.27	21.69	22.13
<b>Streets &amp; Sewers Division</b>						
<b>Street Work Group</b>						
Equipment Operator I		17.66	17.66	18.10	18.46	18.83
Equipment Operator II		18.29	18.29	18.75	19.12	19.50
Equipment Operator III		19.00	19.00	19.48	19.86	20.26
General Laborer		16.76	16.76	17.18	17.52	17.87
Heavy Equipment Operator I		19.71	19.71	20.20	20.61	21.02
Heavy Equipment Operator II		20.19	20.19	20.69	21.11	21.53
Job Leader		20.79	20.79	21.31	21.74	22.17
<b>Traffic and Lighting Work Group</b>						
Group Leader - Traffic & Lighting		19.30	19.30	19.78	20.18	20.58
Operations Technician		18.54	18.54	19.00	19.38	19.77
Operations Technician - Job Leader		20.79	20.79	21.31	21.74	22.17
Sign Artist		19.42	19.42	19.91	20.30	20.71
Sign Artist - Job Leader		20.79	20.79	21.31	21.74	22.17
Signal Technician I		19.21	19.21	19.69	20.08	20.49
Signal Technician II		20.06	20.06	20.56	20.97	21.39
Signal Technician II - Job Leader		21.25	21.25	21.78	22.22	22.66
Electrician		21.94	21.94	22.49	22.94	23.40
<b>Sewer Work Group</b>						
Concrete Finisher		20.54	20.54	21.05	21.47	21.90
Concrete Finisher Apprentice		18.54	18.54	19.00	19.38	19.77
Heavy Equipment Operator I		19.71	19.71	20.20	20.61	21.02
Job Leader		21.25	21.25	21.78	22.22	22.66
Operator I		17.66	17.66	18.10	18.46	18.83
Operator II		18.29	18.29	18.75	19.12	19.50
Operator III		19.00	19.00	19.48	19.86	20.26

**City of South Bend  
2022 - 2024 Teamster Employee Wage Ordinance  
Position Maximum Hourly Pay Rate Levels**

Position	Pay Rate Increase	2021 Equiv. Rates*	2.50%	2.00%	2.00%
	New Position		2022 Rate	2023 Rate	2024 Rate
Position	2021 Rate	2021 Equiv. Rates*	2022 Rate	2023 Rate	2024 Rate
<b>Utilities Division</b>					
<b>Organic Resources Work Group</b>					
Heavy Equipment Operator I	19.71	19.71	20.20	20.61	21.02
Heavy Equipment Operator II	20.19	20.19	20.69	21.11	21.53
Job Leader	21.08	21.08	21.61	22.04	22.48
<b>Wastewater Work Group</b>					
CSO Rep I	19.38	19.38	19.86	20.26	20.67
CSO Rep II	20.19	20.19	20.69	21.11	21.53
Dewater Operator	20.19	20.19	20.69	21.11	21.53
Sanitation Operator	17.62	17.62	18.06	18.42	18.79
General Laborer	16.76	16.76	17.18	17.52	17.87
Janitor	16.88	16.88	17.30	17.65	18.00
Lift Station - Rep I	20.19	20.19	20.69	21.11	21.53
Lift Station - Rep II	21.05	21.05	21.58	22.01	22.45
Maintenance Electrician I	19.02	19.02	19.50	19.89	20.28
Maintenance Electrician II	19.42	19.42	19.91	20.30	20.71
Maintenance Electrician III	21.05	21.05	21.58	22.01	22.45
Maintenance Electrician IV	21.89	21.89	22.44	22.89	23.34
Maintenance Electrician V	23.23	23.23	23.81	24.29	24.77
Maintenance Lead	23.55	23.55	24.14	24.62	25.11
Maintenance Repair I	19.38	19.38	19.86	20.26	20.67
Maintenance Repair II	20.19	20.19	20.69	21.11	21.53
Maintenance Repair III	21.05	21.05	21.58	22.01	22.45
Maintenance Repair IV	21.89	21.89	22.44	22.89	23.34
Operator - General	20.19	20.19	20.69	21.11	21.53
Operator - Lead	23.55	23.55	24.14	24.62	25.11
Operator - Senior	21.05	21.05	21.58	22.01	22.45
<b>Water Works Division</b>					
Billing & Account Specialist I			22.20	22.64	23.08
Billing & Account Specialist II			22.72	23.17	23.61
Customer Service & Billing I	18.09	18.80	19.27	19.66	20.05
Customer Service & Billing II	18.80	19.27	19.75	20.15	20.55
Customer Service & Billing III	19.27	20.82	21.34	21.77	22.20
Customer Service & Billing IV	21.23	21.23	21.76	22.20	22.64
Customer Service & Billing V	21.73	21.73	22.27	22.72	23.17
Data Processor	19.27	19.27	19.75	20.15	20.55
Field Repairman / Inspector I	17.97	17.97	18.42	18.79	19.16
Field Repairman / Inspector II	18.66	18.66	19.13	19.51	19.90
Field Repairman / Inspector III	19.73	19.73	20.22	20.63	21.04
Field Repairman / Inspector IV	20.00	20.00	20.50	20.91	21.33
Field Repairman / Inspector V	20.25	20.25	20.76	21.17	21.59
General Laborer	16.76	16.76	17.18	17.52	17.87
Heavy Equipment Operator I	19.71	19.71	20.20	20.61	21.02
Heavy Equipment Operator II	20.44	20.44	20.95	21.37	21.80
Job Leader - Construction & Maintenance	20.75	21.25	21.78	22.22	22.66
Machinist	20.00	20.00	20.50	20.91	21.33
Operations & Maintenance Tech I	17.24	19.34	19.82	20.22	20.62
Operations & Maintenance Tech II	18.34	20.19	20.69	21.11	21.53
Operations & Maintenance Tech III	19.49	21.05	21.58	22.01	22.45
Lead Operations & Maintenance Tech	23.55	23.55	24.14	24.62	25.11
Operator I	17.66	17.66	18.10	18.46	18.83

Filed in Clerk's Office  
**OCT 03 2023**  
 DAWN M. JONES  
 CITY CLERK, SOUTH BEND, IN

**City of South Bend  
 2022 - 2024 Teamster Employee Wage Ordinance  
 Position Maximum Hourly Pay Rate Levels**

Position	Pay Rate Increase	2021 Equiv. Rates*	2.50%	2.00%	2.00%
	New Position		2022 Rate	2023 Rate	2024 Rate
Operator II		18.29	18.75	19.12	19.50
<b>Venues Parks &amp; Arts Division</b>					
Arborist I		20.19	20.69	21.11	21.53
Arborist II		21.94	22.49	22.94	23.40
Arborist/Weed Control		19.42	19.91	20.30	20.71
Asst. Greens Superintendent		19.71	20.20	20.61	21.02
Athletic Field Maintenance		18.39	18.85	19.23	19.61
Building Maintenance - Custodian & Laborer		16.76	17.18	17.52	17.87
Building & Structural Maintenance I		21.17	21.70	22.13	22.58
Building & Structural Maintenance II		21.94	22.49	22.94	23.40
Construction Maintenance / Carpenter I		20.51	21.02	21.44	21.87
Construction Maintenance / Carpenter II		21.17	21.70	22.13	22.58
Construction Maintenance / Carpenter III		21.94	22.49	22.94	23.40
Construction Maintenance / Mason		21.17	21.70	22.13	22.58
Construction Maintenance / Welder		21.17	21.70	22.13	22.58
Electrician - Park		21.94	22.49	22.94	23.40
Equipment Operator II - Park		18.19	18.64	19.02	19.40
General Laborer		16.76	17.18	17.52	17.87
Group Leader - Recreation		19.42	19.91	20.30	20.71
Group Leader - Street Island		19.42	19.91	20.30	20.71
Group Leader - Leeper		19.42	19.91	20.30	20.71
Group Leader - Centralized Mower Shop		19.42	19.91	20.30	20.71
Group Leader - Co-Line Trail		19.42	19.91	20.30	20.71
Group Leader - Howard Park		19.42	19.91	20.30	20.71
Group Leader - Plaza		19.42	19.91	20.30	20.71
Group Leader - Custodian		19.42	19.91	20.30	20.71
Head Custodian		17.49	17.93	18.29	18.65
Heavy Equipment Operator I		19.71	20.20	20.61	21.02
Heavy Equipment Operator II		20.19	20.69	21.11	21.53
Job Leader		20.75	21.27	21.69	22.13
Job Leader - Mower Shop		20.75	21.27	21.69	22.13
Mechanic IV - Park - Garage		20.26	20.77	21.18	21.61
Mechanic IV - Park- Golf		20.26	20.77	21.18	21.61
Operator I		17.66	18.10	18.46	18.83
Painter IV		19.93	20.43	20.84	21.25
Plumber IV - Park		21.94	22.49	22.94	23.40

\* 2021 Equivalent Rates are listed for purposes of calculating rates in 2022-2024 only and do not represent wages paid to employees during 2021.



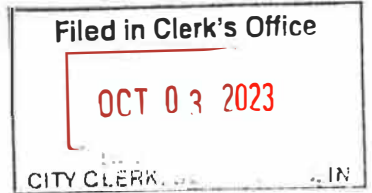
# BILL NO. 71-23

County-City Building  
227 W Jefferson Blvd Suite, 1200 N  
South Bend, IN 46601

James Mueller, Mayor



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



## City of South Bend

Department of Administration & Finance  
Division of Human Resources

October 4, 2023

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

RE: Sewage Works (Wastewater) Bond Ordinance

Dear President McBride,

The attached proposed ordinance authorizes the City to issue a bond anticipation note and revenue bonds to fund certain additions and improvements to the municipal Sewage Works system of the City of South Bend. The proposed bonds will be repaid from net revenues of the Sewage Works system and will be issued in one (1) or more series, in an amount not to exceed thirty-six million dollars (\$36,000,000).

I will present this bill to the Common Council at the appropriate committee and Council meetings. It is requested that this bill be filed for 1st reading on October 9, 2023 with 2nd reading, public hearing and 3rd reading scheduled for October 23, 2023.

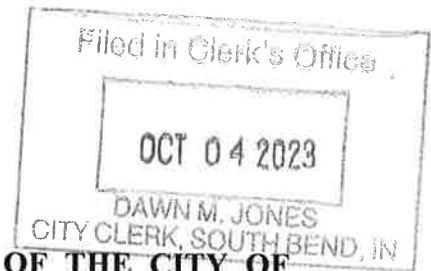
Thank you for your attention to this request. If you should have any questions, please feel to contact me at 574-235-9822.

Regards,

A handwritten signature in cursive that reads "Kyle Willis".

Kyle Willis  
City Controller

**BILL NO. 71-23**  
**ORDINANCE NO. 10985-23**



**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA AUTHORIZING THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF CERTAIN ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE CITY'S SEWAGE WORKS; AUTHORIZING THE ISSUANCE OF ADDITIONAL REVENUE BONDS FOR SUCH PURPOSE IN THE PRINCIPAL AMOUNT NOT TO EXCEED THIRTY-SIX MILLION DOLLARS (\$36,000,000) TO PROVIDE FUNDS FOR THE PAYMENT OF THE COSTS THEREOF; PROVIDING FOR THE SAFEGUARDING OF THE INTERESTS OF THE OWNERS OF SAID BONDS; ADDRESSING OTHER MATTERS CONNECTED THEREWITH, INCLUDING THE ISSUANCE OF NOTES IN ANTICIPATION OF BONDS; AND REPEALING ORDINANCES INCONSISTENT HERewith**

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**STATEMENT OF PURPOSE AND INTENT**

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The City of South Bend, Indiana ( "City" ), has heretofore established, constructed and financed its sewage works, and now owns and operates said sewage works by and through its Board of Public Works ( "Board" ) for the collection and treatment of sewage and other wastes (the "Sewage Works" or the "Works" ), in accordance with the provisions of Title 36, Article 9, Chapter 23 of the Indiana Code, as in effect on the date of delivery of the bonds herein authorized (the "Act" ) (all references hereinafter to the Indiana Code are designated as "IC" followed by the applicable code section or sections).

The Common Council of the City (the "Common Council" ) finds that certain additions, improvements and extensions to said Works are necessary; and that preliminary plans, specifications and estimates have been or will be prepared and filed by the engineers employed by the City for the construction of said additions, improvements and extensions, as more fully described on Exhibit A attached hereto and made a part hereof (the "Project" ), which preliminary plans, specifications and engineering estimates have been or will be approved by the Common Council and by all governmental authorities having jurisdiction, particularly the Indiana Department of Environmental Management, will be approved by the aforesaid governmental authorities and are incorporated herein by reference and will be open for inspection at the office of the City Clerk (the "Clerk" ), as required by law. The City has obtained engineer's estimates for the costs of the construction of the Project, and will advertise for and receive bids for the construction of the Project, which bids will be subject to the City's determination to construct all or a portion of the Project and subject to the City obtaining funds to pay for all or a portion of the Project. On the basis of said engineer's estimates, the maximum cost of the Project, including estimated incidental expenses, is in an amount not to exceed Thirty-Six Million Dollars (\$36,000,000). The Common Council has determined that it does not have sufficient funds on hand to apply to the cost of the Project, and to provide funds necessary to pay for a portion of the costs

of the Project, it will be necessary for the City to issue sewage works revenue bonds, in one or more series, in an amount not to exceed Thirty-Six Million Dollars (\$36,000,000) and, if necessary, bond anticipation notes ("BANs") in an aggregate amount not to exceed Thirty-Six Million Dollars (\$36,000,000).

The Common Council previously adopted Ordinance No. 10187-12 on October 8, 2012 (the "2012 Ordinance"), and pursuant to which the City issued its Sewage Works Revenue Bonds of 2012 (the "2012 Bonds") in the original principal amount of \$25,000,000, are now outstanding in the amount of \$14,205,000, and have a final maturity date of December 1, 2032.

The Common Council previously adopted Ordinance No. 10226-13 on April 8, 2013 (the "2013A Ordinance"), and pursuant to which the City issued its Sewage Works Refunding Revenue Bonds of 2013A (the "2013A Bonds") in the original principal amount of \$14,765,000, are now outstanding in the amount of \$1,420,000, and have a final maturity date of December 1, 2024.

The Common Council previously adopted Ordinance No. 10406-15 on November 23, 2015 (the "2015 Ordinance"), and pursuant to which the City issued its Sewage Works Refunding Revenue Bonds of 2015 (the "2015 Bonds") in the original principal amount of \$27,440,000, are now outstanding in the amount of \$8,885,000, and have a final maturity date of December 1, 2025.

The Common Council previously adopted Ordinance No. 10725-20 on June 22, 2020 (the "2020 Ordinance" and collectively with the 2012 Ordinance, the 2013A Ordinance, and the 2015 Ordinance, the "Prior Ordinances"), and pursuant to which the City issued its: (i) Sewage Works Refunding Revenue Bonds of 2020 (the "2020 Bonds") in the original principal amount of \$4,830,000, are now outstanding in the amount of \$3,885,000, and have a final maturity date of December 1, 2030; and (ii) Sewage Works Refunding Revenue Bonds of 2021 (the "2021 Bonds" and collectively with the 2012 Bonds, the 2013A Bonds, the 2015 Bonds, and the 2020 Bonds, the "Prior Bonds") in the original principal amount of \$12,450,000, are now outstanding in the amount of \$11,175,000, and have a final maturity date of December 1, 2031.

The Prior Bonds constitute a first charge upon the Net Revenues (as hereinafter defined) of the Sewage Works. Other than the Prior Bonds, the City has no outstanding revenue bonds or other pledges of Net Revenues of the Sewage Works.

The Prior Ordinances allow for the issuance of additional bonds payable from the Net Revenues of the Sewage Works and ranking on parity with any Prior Bonds that remain outstanding for the purpose of financing the costs of future additions, extensions and improvements to the Sewage Works, so long as certain conditions are met. Baker Tilly Municipal Advisors, LLC (the "Municipal Advisor"), has been employed by the City for the purpose of analyzing the records and finances of the Sewage Works, and has submitted preliminary evidence and findings demonstrating compliance with the conditions set forth in the Prior Ordinances for the issuance of additional revenue bonds payable out of the revenues of the Sewage Works and ranking on a parity with the Prior Bonds.

The Common Council now finds that all conditions precedent to the adoption of an ordinance authorizing the issuance of said Bonds on a parity with the Prior Bonds and BANs for the purpose of financing the cost of the Project and the authorized costs relating thereto, have been



complied with in accordance with the provisions of the Prior Ordinances and the Act. The Common Council consequently seeks to authorize the issuance of the revenue bonds and BANs, if necessary, which will constitute a first charge against the Net Revenues of the Sewage Works on a parity with the Prior Bonds that remain outstanding, to finance the acquisition, construction and installation of the Project pursuant to the Act and are to be issued subject to the terms and conditions of this Ordinance. The Common Council has been advised that it may be cost efficient to purchase municipal bond insurance and a Credit Facility (as defined herein) for the Bonds authorized herein.

Section 1.150-2 of the Treasury Regulations (the “Reimbursement Regulations”) specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the City intends by this Ordinance to qualify amounts advanced by the City to the Project for reimbursement from proceeds of the BANs or the Bonds in accordance with the requirements of the Reimbursement Regulations.

The City may enter into a Financial Assistance Agreement, Funding Agreement, Grant Agreement, and/or Financial Aid Agreement (substantially in the form of Exhibit B attached hereto and made a part hereof) (“Financial Assistance Agreement”) with the Indiana Finance Authority (“Authority”) as part of its wastewater revolving loan program, supplemental drinking water program and wastewater assistance program, water infrastructure assistance program and/or water infrastructure grant program established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14 and/or IC 5-1.2-14.5 (collectively, the “IFA Program”), pertaining to the Project and the financing of the Project if any Bonds or BANs are sold to the Authority as part of the IFA Program. The City may accept other forms of financial assistance, as and if available, from the IFA Program.

The Common Council understands that for the Project to be permitted to be financed under the IFA Program, the Common Council must (a) agree to own, operate and maintain the Sewage Works and the Project for the duration of their useful life and (b) represent and warrant to the Authority that the Common Council has no intent to sell, transfer or lease the Sewage Works or the Project for the duration of their useful life.

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

**Section 1. Authorization of Project.** The Common Council, hereby orders, authorizes and directs the Board, as the owner and operator of the Sewage Works for the collection and treatment of sewage and other wastes, to proceed with the acquisition, construction and installation of the Project in accordance with the preliminary cost estimates, plans and specifications heretofore prepared or to be prepared and filed by the consulting engineers employed by the City, which preliminary costs estimates, plans and specifications are now on file or will be subsequently placed on file in the office of the Clerk of the City, and are hereby adopted and approved, and by reference made a part of this Ordinance as fully as if the same were attached hereto and incorporated herein and two (2) copies of which are now on file or shall be placed on file in the office of the Clerk and open for public inspection pursuant to IC 36-1-5-4. The cost of construction of the Project shall not to exceed the sum of Thirty-Six Million Dollars (\$36,000,000), plus investment earnings on the Bond and BAN proceeds, without further authorization from this Common Council.

Where used in this Ordinance, the term "City" shall be construed also to include any department, board, commission or officer or officers of the City. The terms "Sewage Works," "sewage works system," "works," "system," and other like terms where used in this Ordinance shall be construed to mean and include: (i) the existing Sewage Works system of the City, including items defined at IC 36-9-1-8, and all real estate and equipment used in connection therewith and appurtenances thereto, and all enlargements, extensions, additions and improvements thereto and replacements thereof now or at any time hereafter constructed or acquired; and (ii) if the Bonds herein authorized are sold to the IFA Program, the Treatment Works, as defined in the Financial Assistance Agreement between the City and the Authority in connection with the Bonds. The Project shall be constructed in accordance with the plans, specifications and cost estimates heretofore mentioned, which Project is hereby approved. The Project shall be constructed and the BANs and/or Bonds herein authorized shall be issued pursuant to and in accordance with the Act.

In the event the Bonds or BANs are purchased by the Authority as part of the IFA Program, on behalf of the City, the Common Council hereby (i) agrees to own, operate, and maintain the Sewage Works and the Project for the duration of their useful life, and (ii) represents and warrants to the Authority that the City has no intent to sell, transfer, or lease the Sewage Works or the Project for the duration of their useful life.

**Section 2.** Issuance of BANs and Bonds. (a) The City shall issue, if necessary, its BANs for the purpose of procuring interim financing to apply to the cost of the Project, including capitalized interest, if any, and costs of issuance in connection therewith. The City may issue its BANs, in one or more series, in an aggregate amount not to exceed Thirty-Six Million Dollars (\$36,000,000) to be designated "Sewage Works Bond Anticipation Notes of \_\_\_\_" (to be completed with the year in which issued and appropriate series designation, if any, and if any such BANs are issued on a taxable basis, the designated name shall include the term "Taxable" as the first word in the designated name.). The BANs shall be sold at not less than ninety-nine percent (99%) of their par value, shall be numbered consecutively from 1 upward, shall be in denominations of One Dollar (\$1) or any integral multiples thereof consistent with the requirements of the IFA Program if sold to the Authority as part of its IFA Program, or in denominations of Five Thousand Dollar (\$5,000) or any integral multiples thereof if sold to any other purchaser, as set forth in the hereinafter defined Purchase Agreement for the BANs, shall be dated as of the date of delivery thereof, and shall bear interest at a rate not to exceed five percent (5%) per annum (the exact rate or rates to be determined through bidding or negotiation with the purchaser of the BANs) payable at maturity or upon redemption. The BANs will mature no later than five (5) years after their date of delivery. The BANs are subject to renewal or extension at an interest rate or rates not to exceed five percent (5%) per annum (the exact rate or rates to be determined through bidding or negotiation with the purchaser of the BANs). The term of the BANs and all renewal BANs may not exceed five (5) years from the date of delivery of the initial BANs. The BANs shall be registered in the name of the purchasers thereof.

(b) The BANs shall be issued pursuant to the provisions of IC 5-1.2-1 through IC 5-1.2-4, IC 5-1.2-10 and/or IC 5-1.2-11 if sold to the Authority, pursuant to IC 5-1.5-8-6.1 if sold to the Indiana Bond Bank, or pursuant to IC 5-1-14-5 if sold to a financial institution or any other purchaser. The principal of and interest on the BANs shall be payable solely from the issuance of revenue bonds pursuant to and in the manner prescribed by the Act. The City may also use other

revenues or funds of the City legally available therefor, if any, including amounts available to the City out of federal or state funds available for application to the Project, for payment of the principal of the BANs; provided, however, that no funds other than the proceeds from the issuance and sale of the Bonds, if and when issued, are pledged to the payment of principal of the BANs. Notwithstanding any other provision of this Ordinance, if the BANs are sold to a purchaser that so agrees, the City may receive payment for the BANs in installments, and principal shall not be payable and interest shall not accrue on the BANs until such principal amount has been advanced pursuant to requests made by the City to such purchaser. In the event that the total principal amount of the BANs sold to such purchaser is not advanced to the City, the principal amount of the BANs shall be reduced accordingly. The revenue bonds will be payable solely out of and constitute a first charge against the Net Revenues (herein defined as the gross revenues, inclusive of System Development Charges (as hereinafter defined), after deduction only for the payment of the reasonable expenses of operation, repair and maintenance, excluding transfers for payment in lieu of property taxes (“PILOTS”)) of the Sewage Works of the City, on a parity with the Prior Bonds. For purposes of this Ordinance, “System Development Charges” shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one time charges that are available for deposit under this Ordinance.

(c) The City shall issue its sewage works revenue bonds, in one or more series, in an aggregate principal amount not to exceed Thirty-Six Million Dollars (\$36,000,000) to be designated “Sewage Works Revenue Bonds of \_\_\_\_\_” (to be completed with the year in which issued and appropriate series designation, if any, and if such bonds are issued on a taxable basis, the designated name shall include the term “Taxable” as the first word in the designated name) (“Bonds”), which may be structured as draw bonds if so determined by the Controller, for the purpose of procuring funds to be applied on the cost of the Project, the payment of costs of issuance, including premiums for municipal bond insurance and a Credit Facility, if any, refunding the BANs, if issued, capitalized interest, if any, and all other costs related to the Project and/or the issuance of the Bonds.

The Bonds shall be issued in fully registered form. The Bonds shall be issued on a parity with the Prior Bonds, shall be sold at a price not less than ninety-nine percent (99%) of their par value, shall be issued in the denominations of One Dollar (\$1) or any integral multiples thereof consistent with the requirements of the IFA Program if sold to the Authority as part of its IFA Program, or in denominations of Five Thousand Dollars (\$5,000) or any integral multiples thereof if sold to any other purchaser, numbered consecutively from 1 upward, dated as of the date of delivery if sold to the Authority as part of the IFA Program or dated as of the first day of the month in which they are issued or sold or their date of delivery, as determined by the Controller with the advice of the City’s Municipal Advisor if sold to any other purchaser, and shall bear interest at a rate or rates not exceeding five percent (5%) per annum (the exact rate or rates to be determined by bidding or through negotiation with the Authority as part of its IFA Program), payable semiannually on June 1 and December 1 in each year, commencing no earlier than June 1, 2024, as determined by the Controller with the advice of the City’s Municipal Advisor. Principal shall be payable in lawful money of the United States of America, at the principal office of the Paying Agent (as hereinafter defined) and the Bonds shall mature annually, or be subject to mandatory sinking fund redemption if term bonds are issued, on December 1 of each year, commencing no earlier than December 1, 2024, through December 1, 2032, and shall mature semiannually, or be



subject to mandatory sinking fund redemption if term bonds are issued, on June 1 and December 1 thereafter, over a period ending no later than thirty-five (35) years from the date of issuance of the Bonds, and in such amounts that will either: (i) produce as level annual debt service as practicable taking into account the annual debt service of the Prior Bonds; or (ii) if the Bonds are sold to the Authority as part of its IFA Program, allow the City to meet the coverage and/or amortization requirements of the IFA Program. If the Bonds are sold to the Authority as part of its IFA Program, such debt service schedule shall be finalized and set forth in the Financial Assistance Agreement.

All or a portion of the Bonds may be issued as one or more term bonds, upon election of the purchaser thereof. Such term bonds shall have a stated maturity or maturities consistent with the maturity schedule determined in accordance with the preceding paragraph, on the dates as determined by the purchaser thereof, but in no event later than the last serial maturity date of the Bonds as determined in accordance with the preceding paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at one hundred percent (100%) of the principal amount thereof, plus accrued interest to the redemption date, on principal payment dates which are hereinafter determined in accordance with the preceding paragraph.

Each series of Bonds shall rank on a parity with any other series issued hereunder and the Prior Bonds for all purposes, including the pledge of Net Revenues of the Sewage Works under this Ordinance.

Interest on the Bonds and BANs shall be calculated according to a 360-day calendar year containing twelve 30-day months.

**Section 3. Registrar and Paying Agent; Book-entry Provisions.** (a) The Controller is hereby authorized to contract with a qualified financial institution to serve as Registrar and Paying Agent for the Bonds and the BANs ("Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the Bonds, and if required the BANs. The Controller is hereby authorized to enter into such agreements or understandings with the Registrar as will enable the institution to perform the services required of a registrar and paying agent. The Controller is further authorized to pay such fees as the Registrar and Paying Agent may charge for the services it provides as Registrar and Paying Agent and such fees may be paid from the Sinking Fund (as defined and continued herein) to pay the principal of and interest on the Bonds and fiscal agency charges.

As to the BANs and as to the Bonds, if the purchaser does not object to such designation, the Controller may serve as Registrar and Paying Agent and would be hereby charged with the performance of and all duties of and responsibilities of Registrar and Paying Agent.

(b) If the Bonds or BANs are sold to the Authority through its IFA Program, the principal of and interest thereon shall be paid by wire transfer to such financial institution if and as directed by the Authority on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. So long as the Authority, as part of its IFA Program, is the owner of the Bonds or BANs, such Bonds and BANs shall be presented for payment as directed by the Authority.

(c) If such Bonds are not sold to the Authority as part of its IFA Program or if wire transfer payment is not required, the principal of the Bonds shall be payable at the principal office of the Paying Agent. All payments of interest on the Bonds and principal of and interest on the BANs shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof, as the names appear as of the fifteenth day of the month preceding each interest payment date (“Record Date”), at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner on or before such Record Date. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the Bonds and BANs shall be made in any coin or currency of the United States of America, which on the date of such payment, shall be legal tender for the payment of public and private debts.

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

(e) The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent upon giving thirty (30) days’ notice in writing to the City and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) day period or upon the earlier appointment of a successor registrar and paying agent by the City. Any such notice to the City may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the City, in which event the City may appoint a successor registrar and paying agent. The City shall notify each registered owner of the Bonds then outstanding by first class mail of the removal of the Registrar and Paying Agent. Notices to the registered owners of the Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the City, the Controller is authorized and directed to enter into such agreements and understandings with such successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The Controller is further authorized to pay such fees

as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent and such fees may be paid from the Sinking Fund continued in Section 14 hereof. Any predecessor registrar and paying agent shall deliver all of the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent.

(f) Interest on the Bonds sold to the Authority as part of its IFA Program shall be payable from the date or dates of payment made by the Authority as part of its purchase of the Bonds pursuant to the Financial Assistance Agreement. If sold to another purchaser, interest on the Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Bonds unless the Bonds are authenticated after the Record Date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Bonds are authenticated on or before the Record Date preceding the first interest payment date, in which case they shall bear interest from the original date until the principal shall be fully paid. Notwithstanding anything to the contrary herein, the Bonds shall not be required to be presented or surrendered to receive payment in connection with any mandatory sinking fund redemption until the final maturity date of the Bonds or earlier payment in full of the Bonds.

(g) The City has determined that it may be beneficial to the City to have the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York, New York ("Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system ("Book Entry System"). The Bonds may be initially issued in the form of a separate single authenticated fully registered bond for the aggregate principal amount of each separate maturity of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the City to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this Ordinance. The City and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by



bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the City's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the City of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this Ordinance shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

Upon receipt by the City of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the City kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the Bonds shall designate, in accordance with the provisions of this Ordinance.

If the City determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the City may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the City and the Registrar to do so, the Registrar and the City will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or other

action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this Ordinance and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

The City is authorized to issue its BANs in book-entry form and, in that case, all of the provisions set forth in this subsection (g) shall apply.

**Section 4.** Redemption of BANs and Bonds. (a) On or after the date specified in the Purchase Agreement (as hereinafter defined), the BANs are prepayable by the City, in whole or in part, on any date, upon thirty (30) days' notice (or such shorter period agreed to by the parties) to the owner of the BANs, without premium. The exact redemption features of the BANs shall be determined by the Controller with the advice of the Municipal Advisor and shall be set out in the Purchase Agreement.

(b) The Bonds may be made redeemable at the option of the City, in whole or in part, in the order of maturity as determined by the City, and by lot within a maturity, on thirty (30) days' notice, at face value, with a premium no greater than two percent (2%), plus accrued interest to the date fixed for redemption. The exact redemption dates and premiums shall be established by the Controller, with the advice of the Municipal Advisor, prior to the sale of the Bonds; provided, that Bonds sold to the Authority as part of its IFA Program shall be redeemable not sooner than ten (10) years after their date of delivery in inverse order of maturity on at least sixty (60) days' notice; provided, further, that if the Bonds are sold to the IFA Program and registered in the name of the Authority, the Bonds shall not be redeemable at the option of the City unless and until consented to by the Authority.

(c) If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the City, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or cancelled shall be credited by the Paying Agent at one hundred percent (100%) of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such

amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date.

Each authorized denomination amount of the Bonds shall be considered a separate bond for purposes of optional and mandatory redemption. If less than an entire maturity is called for redemption at one time, the Bonds to be redeemed shall be selected by lot within a maturity by the Registrar. If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.

(d) Notice of redemption shall be given not less than sixty (60) days for Bonds sold to the Authority as part of its IFA Program and not less than thirty (30) days for Bonds sold to any other purchaser prior to the date fixed for redemption unless such redemption notice is waived by the owner of the Bond or Bonds redeemed. Such notice shall be mailed to the address of the registered owner as shown on the registration record of the City as of the date which is sixty-five (65) days for Bonds sold to the Authority as part of its IFA Program and forty-five (45) days for Bonds sold to any other purchaser prior to such redemption date. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

**Section 5. Execution and Negotiability.** Each of the Bonds and BANs shall be executed in the name of the City by the manual or facsimile signature of the Mayor of the City (the "Mayor"), and attested by the manual or facsimile signature of the Clerk, and the seal of the City shall be affixed, imprinted or impressed to or on each of the BANs and Bonds manually, by facsimile or any other means; and these officials, by the execution of a Signature and No Litigation Certificate, shall adopt as and for their own proper signatures the facsimile signatures appearing on the Bonds or BANs. In case any officer whose signature or facsimile signature appears on the Bonds or BANs shall cease to be such officer before the delivery of the Bonds or BANs, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

The BANs and Bonds shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Indiana, subject to the provisions for registration herein.

The Bonds shall also be authenticated by the manual signature of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

The Bonds, and any bonds ranking on a parity therewith, as to both principal and interest, shall be payable from and secured by an irrevocable pledge of and shall constitute a first charge upon the Net Revenues of the Sewage Works. The City shall not be obligated to pay the Bonds or the interest thereon except from the Net Revenues of said Sewage Works, and said Bonds shall not



constitute an indebtedness of the City within the meaning of the provisions and limitations of the constitution of the State of Indiana.

**Section 6. Form of Bonds.** The form and tenor of the Bonds shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the City of South Bend, Indiana, or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

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

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF ST. JOSEPH

CITY OF SOUTH BEND  
SEWAGE WORKS REVENUE BONDS OF \_\_\_\_\_

[INTEREST      [MATURITY      ORIGINAL      AUTHENTICATION  
    RATE   ]        DATE   ]        DATE          DATE        [CUSIP]

REGISTERED OWNER:

PRINCIPAL SUM:

The City of South Bend, in St. Joseph County, State of Indiana (“City”), for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum set forth above, [or so much thereof as may be advanced from time to time and be outstanding as evidenced by the records of the Registered Owner making payment for this Bond, or its assigns,] on the [Maturity Date set forth above] **OR** [dates and in the amounts as set forth on Exhibit A attached hereto] (unless this hereinafter defined Bond be subject to and shall have been duly called for redemption and payment as provided for herein), and to pay interest hereon until the Principal Sum shall be fully paid at the [Interest Rate specified above] **OR** [Interest Rate[s] per annum set forth on Exhibit A attached hereto] from the interest payment date to which interest has been paid next preceding the

Authentication Date of this Bond unless this Bond is authenticated after the fifteenth day of the month preceding an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this Bond is authenticated on or before \_\_\_\_\_ 15, 20\_\_, in which case it shall bear interest from the Original Date, until the principal is paid, which interest is payable semiannually on the first day of June and December of each year, beginning on \_\_\_\_\_ 1, 20\_\_\_. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

The principal of this Bond is payable at the [principal corporate trust] office of \_\_\_\_\_ (“Registrar”) or “Paying Agent”), in the [\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_]. All payments of principal of and interest on this Bond shall be paid by [check mailed one business day prior to the interest payment date] OR [paid by wire transfer for deposit to a financial institution as directed by the Indiana Finance Authority (“Authority”) on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date] to the registered owner hereof, as of the fifteenth day of the month preceding such interest payment date, at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the registered owner. Notwithstanding anything to the contrary herein, this bond shall not be required to be presented or surrendered to receive payment in connection with any mandatory sinking fund redemption until the final maturity date of this bond or earlier payment in full of this bond. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the Bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

THIS BOND SHALL NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA, AND THE CITY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT FROM THE SPECIAL FUND PROVIDED FROM THE NET REVENUES, ON A PARITY WITH THE PRIOR BONDS (EACH AS HEREINAFTER DEFINED).

[Reference is hereby made to the Financial Assistance Agreement (“Financial Assistance Agreement”) between the City and the Authority concerning certain terms and covenants pertaining to the sewage works project and the purchase of this Bond as part of the wastewater revolving loan program established and existing pursuant to Indiana Code 5-1.2-1 through Indiana Code 5-1.2-4 and Indiana Code 5-1.2-10.]

This Bond is [the only] one of an authorized issue of bonds of the City issued in series of like tenor and effect, except as to numbering, interest rate, series designation, and dates of maturity, in the total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) [for this series] (“Bonds”); numbered consecutively from 1 up; issued for the purpose of providing funds to be applied on the cost of certain additions, extensions and improvements to the City’s sewage

works[, to refund interim notes issued in anticipation of the Bonds] and to pay issuance expenses[, including premiums for a municipal bond insurance and a Credit Facility], as authorized by an Ordinance adopted by the Common Council of the City (the "Common Council") on the [23<sup>rd</sup> day of October], 2023, entitled "AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA AUTHORIZING THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF CERTAIN ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE CITY'S SEWAGE WORKS; AUTHORIZING THE ISSUANCE OF ADDITIONAL REVENUE BONDS FOR SUCH PURPOSE IN THE PRINCIPAL AMOUNT NOT TO EXCEED THIRTY-SIX MILLION DOLLARS (\$36,000,000) TO PROVIDE FUNDS FOR THE PAYMENT OF THE COSTS THEREOF; PROVIDING FOR THE SAFEGUARDING OF THE INTERESTS OF THE OWNERS OF SAID BONDS; ADDRESSING OTHER MATTERS CONNECTED THEREWITH, INCLUDING THE ISSUANCE OF NOTES IN ANTICIPATION OF BONDS; AND REPEALING ORDINANCES INCONSISTENT HEREWITH" ("Ordinance"), and in accordance with the provisions of Indiana law, including without limitation Indiana Code IC 5-1-14 and IC 36-9-23, each as in effect on the date of delivery of the bonds of this issue (collectively, the "Act"). Capitalized terms not otherwise defined herein have the same meaning as ascribed them in the Ordinance.

Pursuant to the provisions of the Act and the Ordinance, the principal of and interest on this Bond and all other bonds of said issue, the Prior Bonds (as defined in the Ordinance), [including the Sewage Works Revenue Bonds of \_\_\_\_\_, (the "Series \_\_\_\_\_ Bonds"),] and any bonds hereafter issued on a parity therewith are payable solely from the Sinking Fund (as continued by the Ordinance) (the "Sinking Fund") to be provided from the Net Revenues (defined as the gross revenues, inclusive of System Development Charges (as defined in the Ordinance) of the sewage works of the City remaining after deduction only for the payment of the reasonable expenses of operation, repair and maintenance, excluding transfers for payment in lieu of property taxes) of the sewage works of the City. The bonds of this issue of which this Bond is a part rank on parity with the Prior Bonds (as defined in the Ordinance).

The City reserves the right to issue additional bonds on a parity with this Bond and the issue of which it is a part, as provided in the Ordinance. The City irrevocably pledges the entire Net Revenues of said sewage works to the prompt payment of the principal of and interest on the Bonds authorized by the Ordinance, of which this is one, and any bonds ranking on a parity therewith, including the Prior Bonds [and the Series \_\_\_\_\_ Bonds] and any Future Parity Bonds, to the extent necessary for that purpose, and covenants that it will cause to be fixed, maintained and collected such rates and charges for services rendered by said sewage works, as are sufficient in each year to: (i) provide for the payment of the proper and reasonable expenses of [Operation and Maintenance (as defined in the Financial Assistance Agreement] **OR** [operation, repair and maintenance] of said sewage works, (ii) provide for the payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Ordinance, and (iii) comply with and satisfy all covenants contained in the Ordinance [and any Financial Assistance Agreement]. If the City or the proper officers of the City shall fail or refuse to so fix, maintain and collect such rates or charges, or if there be a default in the payment of the interest on or principal of this Bond, the owner of this Bond shall have all of the rights and remedies provided for in under Indiana law.

[The Bonds shall be initially issued in a Book Entry System (as defined in the Ordinance). The provisions of this Bond and of the Ordinance are subject in all respects to the provisions of



the Letter of Representations between the City and DTC, or any substitute agreement, effecting such Book Entry System.]

The City further covenants that it will set aside and pay into its Sinking Fund monthly, as available or more often if necessary, a sufficient amount of the Net Revenues of said works for payment of: (a) the interest on all bonds which by their terms are payable from the revenues of the sewage works, as such interest shall fall due; (b) the necessary fiscal agency charges for paying the bonds and interest; (c) the principal of all bonds which by their terms are payable from the revenues of the sewage works, as such principal shall fall due; and (d) an additional amount as a margin of safety to maintain the debt service reserve required by the Ordinance. Such required payments shall constitute a first charge against the Net Revenues of said works, on a parity with the Prior Bonds [and the Series \_\_\_\_ Bonds].

The Bonds of this issue [maturing on \_\_\_\_\_ 1, 20\_\_, and thereafter, ]are redeemable at the option of the City on \_\_\_\_\_ 1, 20\_\_, or any date thereafter, on [sixty (60)] [thirty (30)] days' notice, in whole or in part, [in inverse order of maturity][in the order of maturity as determined by the City] and by lot within a maturity, at face value [together with the following premiums:

\_\_\_\_\_% if redeemed on \_\_\_\_\_, or thereafter  
on or before \_\_\_\_\_;  
\_\_\_\_\_% if redeemed on \_\_\_\_\_, or thereafter  
on or before \_\_\_\_\_;  
\_\_\_\_\_% if redeemed on \_\_\_\_\_, or thereafter  
prior to maturity;]

plus in each case accrued interest to the date fixed for redemption[; provided, however, if the Bonds are sold to the IFA Program and registered in the name of the Authority, the Bond shall not be redeemable at the option of the City unless and until consented to by the Authority].

[The Bonds maturing on \_\_\_\_\_ 1, 20\_\_ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:

Term Bond

<u>Date</u>	<u>Amount</u>
-------------	---------------

\*

\*Final Maturity]

Each authorized denomination amount shall be considered a separate bond for purposes of optional [and mandatory] redemption. If less than an entire maturity is called for redemption, the Bonds to be redeemed shall be selected by lot by the Registrar. [If some Bonds are to be redeemed

by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.]

Notice of such redemption shall be mailed to the address of the registered owner as shown on the registration records of the City, as of the date which is [sixty-five (65)][forty-five (45)] days prior to such redemption date, not less than [sixty (60)][thirty (30)] days prior to the date fixed for redemption unless the notice is waived by the registered owner of this Bond. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

If this Bond shall not be presented for payment or redemption on the date fixed therefor, the City may deposit in trust with [the Paying Agent][its depository bank] an amount sufficient to pay such Bond or the redemption price, as the case may be, and thereafter the registered owner shall look only to the funds so deposited in trust with said bank for payment and the City shall have no further obligation or liability in respect thereto.

This Bond is transferable or exchangeable only upon the books of the City kept for that purpose at the [principal corporate trust] office of the Registrar, by the registered owner hereof in person, or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. This Bond may be transferred without cost to the registered owner except for any tax or governmental charge required to be paid with respect to the transfer. The City, the Registrar, the Paying Agent and any other registrar or paying agent for this Bond may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

This Bond is subject to defeasance prior to redemption or payment as provided in the Ordinance referred to herein. THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE. The Ordinance may be amended without the consent of the owners of the bonds as provided in the Ordinance.

The Bonds maturing in any one year are issuable only in fully registered form in the denomination of [Five Thousand Dollars (\$5,000)] **OR** [One Dollar (\$1)] or any integral multiple in excess thereof.

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

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

IN WITNESS WHEREOF, the City of South Bend, in St. Joseph County, Indiana, has caused this Bond to be executed in its corporate name by the manual or facsimile signature of its Mayor, its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by its Clerk.

CITY OF SOUTH BEND, INDIANA

[SEAL]

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

[BOND INSURANCE LEGEND]

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

It is hereby certified that this Bond is [the only] one of the Bonds described in the Ordinance.

\_\_\_\_\_,  
as Registrar

By: \_\_\_\_\_,  
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer the within Bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_



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

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

[EXHIBIT A]

(End of Bond Form)

**Section 7. Authorization for Preparation and Sale of the BANs and Bonds; Official Statement; Continuing Disclosure; Bond Insurance.** (a) The Controller is hereby authorized and directed to have the BANs and Bonds prepared, and the Mayor and the Clerk are hereby authorized and directed to execute and attest the BANs and Bonds in the form and manner provided herein.

(b) The Controller is hereby authorized and directed to deliver the BANs and Bonds to the respective purchasers thereof after sale made in accordance with the provisions of this Ordinance, provided that at the time of delivery of the BANs and Bonds, the Controller shall collect the full amount which the respective purchasers have agreed to pay therefor, which amount shall not be less than ninety-nine percent (99%) of the par value of the BANs, and not less than ninety-nine percent (99%) of the par value of the Bonds, if sold to the Authority as part of the IFA Program or to any other purchaser, as the case may be, plus accrued interest to the date of delivery, if any. The City may receive payment for the BANs and the Bonds in installments. The Bonds, as and to the extent paid for and delivered to the purchaser, shall be the binding special revenue obligations of the City payable out of the Net Revenues of the Sewage Works, to be set aside into the Sinking Fund as herein provided, on a parity with the Prior Bonds. The proceeds derived from the sale of the Bonds shall be and are hereby set aside for application on the cost of the Project hereinbefore referred to, the refunding of the BANs, if issued, and the expenses necessarily incurred in connection with the BANs and Bonds. The proper officers of the City are hereby directed to sell the Bonds, to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this Ordinance.

(c) If necessary, distribution of one or more Official Statements (preliminary and final) for the Bonds, prepared by the City's Municipal Advisor on behalf of the City, are hereby authorized and approved and the Mayor and the Controller are authorized and directed to execute any such Official Statement on behalf of the City in a form consistent with this Ordinance. The Mayor or Controller is hereby authorized to designate any such preliminary Official Statement as "nearly final" for purposes of Rule 15c2-12 as promulgated by the Securities and Exchange Commission ("Rule").

If an Official Statement is not required, upon delivery of the Bonds the City shall obtain an investment letter from the purchaser of the Bonds which satisfies federal and state securities laws applicable to the Bonds.

(d) If required under the Rule, the Mayor and Controller are hereby authorized and directed to complete, execute and attest one or more Continuing Disclosure Undertakings (each a

“Disclosure Undertaking”) for the Bonds on behalf of the City. Notwithstanding any other provisions of this Ordinance, failure of the City to comply with the Disclosure Undertaking shall not be considered an event of default under the Bonds or this Ordinance.

(e) In the event the financial advisor to the City certifies to the City that it would be economically advantageous for the City to obtain a municipal bond insurance policy, the City hereby authorizes the purchase of such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous in the event the difference between the present value cost of (a) the total debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy. If such an insurance policy is purchased, the Mayor and the Controller are hereby authorized to execute and deliver all agreements with the provider of the policy to the extent necessary to comply with the terms of such insurance policy and the commitment to issue such policy. Such agreement shall be deemed a part of this Ordinance for all purposes and is hereby incorporated herein by reference.

(f) Prior to the delivery of the Bonds, the Controller (i) shall be authorized, but not required, to investigate and to obtain credit rating(s) on the Bonds and (ii) shall obtain a legal opinion as to the validity of the Bonds from Krieg DeVault LLP, bond counsel, of Indianapolis, Indiana, and shall furnish this opinion to the purchaser of the Bonds. The cost of obtaining any such credit ratings, together with the bond counsel fee in preparing and delivering such opinion and in the performance or related services of bond counsel, and the City’s Municipal Advisor in connection with the issuance, sale and delivery of the Bonds, shall be considered as part of the costs incidental to these proceedings and may be paid out of proceeds of the Bonds.

**Section 8.** Sale of the Bonds; Award of Bonds. Unless sold to the Authority or the Indiana Bond Bank, the Bonds may be sold at a competitive sale and, in such case, the Controller shall cause to be published either (i) a notice of such sale in the *South Bend Tribune* and the *Mishawaka Enterprise*, two (2) times, at least one (1) week apart, with the first publication made at least fifteen (15) days before the date of the sale and the second publication being made at least three (3) days before the date of the sale, or (ii) a notice of intent to sell in both newspapers described in (i) above and the *Indianapolis Star* or the *Indianapolis Business Journal*, all in accordance with IC 5-1-11 and IC 5-3-1. A notice of sale may also be published one time in the *Indianapolis Star* or the *Indianapolis Business Journal*, and a notice or summary notice may also be published in *The Bond Buyer* in New York, New York. The notice shall state the time and place of sale, the purpose for which the Bonds are being issued, the total amount and maturities thereof, the maximum rate of interest thereon and any limitations as to the number of interest rates and the setting of such rates, the terms and conditions upon which bids will be received and the sale made, and such other information as the Controller and the attorneys employed by the City shall deem necessary or advisable. The notice will also state that the winning bidder will agree to assist the City in establishing the issue price under Treasury Reg. Section 1.148-1(f) (“Issue Price Regulation”). The criteria for establishing the issue price under the Issue Price Regulation shall be set forth in the Preliminary Official Statement and/or the bid form. Such notice shall also provide, among other things, that each bid shall be accompanied by a certified or cashier’s check or wire transfer in an amount equal to one percent (1%) of the par amount of the Bonds to guarantee performance on the part of the bidder, and that in the event the successful bidder shall fail or refuse

to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then such check and the proceeds thereof shall become the property of the City and shall be considered as the City's liquidated damages on account of such default. Such wire transfer can be made by a time specified in the Bond Sale Notice within one day of the award of the Bonds by the best bidder. All bids for the Bonds shall be sealed and shall be presented to the Controller or his or her designee at the physical or electronic address identified in the notice. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, not exceeding five percent (5%) per annum. Such interest rate or rates shall be in multiples of one-eighth (1/8) or one-hundredth (1/100) of one percent (1%). Bids may be received electronically. No conditional bid or bid for less than ninety-nine percent (99.0%) of the par value of the Bonds will be considered. The opinion of Krieg DeVault LLP, nationally recognized bond counsel of Indianapolis, Indiana, approving the legality of said Bonds, will be furnished to the purchaser at the expense of the City.

The Bonds shall be awarded by the Controller to the best bidder who has submitted a bid in accordance with the terms of this Ordinance, IC 5-1-11, and the notice of sale. The best bidder will be the one who offers the lowest net interest cost to the City, to be determined by computing the total interest on all of the Bonds from the date thereof to their respective maturities, adding thereto the discount bid, if any, and deducting therefrom the premium bid, if any. The City shall have the right to reject any and all bids. In the event an acceptable bid is not received on the date fixed in the notice, the Controller shall be authorized to continue the sale from day to day for a period of not to exceed thirty (30) days without readvertising. During the continuation of the sale, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time originally fixed for the sale of the Bonds in the bond sale notice.

As an alternative to competitive bid, the Controller may negotiate the sale of said Bonds to the Indiana Bond Bank, the Authority as part of the IFA Program, or any other purchaser at an interest rate or rates not exceeding five percent (5%) per annum. The Mayor and the Controller are hereby authorized to: (i) submit an application to the Authority as part of its IFA Program or to the Indiana Bond Bank; (ii) execute one or more Financial Assistance Agreements (including any amendment thereof) with the Authority, a Qualified Entity Purchase Agreement with the Indiana Bond Bank, or a purchase agreement with any other purchaser with terms conforming to this Ordinance; and (iii) sell such Bonds upon such terms as are acceptable to the Mayor and the Controller consistent with the terms of this Ordinance.

In the event the Bonds are sold to the Authority as part of its IFA Program, a Financial Assistance Agreement for the Bonds and the Project shall be entered into in substantially the form attached hereto as Exhibit B. The Mayor and Controller are hereby authorized to approve, execute and deliver said Financial Assistance Agreements, and to approve such changes in form or substance thereto which are consistent with the terms of this Ordinance, such changes to be conclusively evidenced by its execution. In the event the Bonds are sold in series to the Authority, the Financial Assistance Agreements may be amended and restated for any subsequent series of Bonds sold to the Authority through the IFA Program, with such changes in form or substance to the original Financial Assistance Agreements as the Mayor and Controller may approve, execute and deliver, consistent with the terms of this Ordinance, as conclusively evidenced by its execution. The substantially final form of Financial Assistance Agreement attached hereto as Exhibit B and incorporated herein by reference is hereby approved by the Common Council.



Notwithstanding anything contained herein, the City may accept any other forms of financial assistance, as and if available, from the IFA Program (including without limitation any forgivable loans, grants or other assistance whether available as an alternative to any Bond or BAN related provision otherwise provided for herein or as a supplement or addition thereto). If required by the IFA Program to be eligible for such financial assistance, one or more of the series of the Bonds issued hereunder may be issued on a basis such that the payment of the principal of or interest on (or both) of such series of Bonds is junior and subordinate to the payment of the principal of and interest on other series of Bonds issued hereunder (and/or any other revenue bonds secured by a pledge of Net Revenues of the Sewage Works, whether now outstanding or hereafter issued), all as provided by the terms of such series of Bonds as modified pursuant to this authorization. Such financial assistance, if any, shall be provided in the Financial Assistance Agreement and the Bonds of each series of Bonds issued hereunder (including any modification made pursuant to the authorization in this paragraph to the form of Bonds otherwise contained herein).

**Section 9.** Use of Proceeds and Costs of Issuance; Reimbursement. Any accrued interest received at the time of delivery of the Bonds, and premium, if any, shall be deposited in the Sinking Fund, continued in Section 14. The remaining proceeds from the sale of the Bonds, to the extent not used to refund BANs, and BAN proceeds shall be deposited in a bank or banks which are legally designated depositories for the funds of the City, in a special account or accounts to be designated as “City of South Bend, Sewage Works Construction Account” (“Construction Account”). All funds deposited to the credit of the Sinking Fund or the Construction Account shall be deposited, held, secured or invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including particularly IC 5-13, as amended and supplemented, and as applicable, pursuant to IC 5-1.2-1 through IC 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14 and/or IC 5-1.2-14.5. The funds in the Construction Account shall be expended only for the purpose of paying the costs of the Project, funding capitalized interest on the BANs, if necessary, refunding the BANs, if issued, or as otherwise required by the Act or for the expenses of issuance of the Bonds and BANs. The cost of obtaining any credit ratings, insurance and the cost of obtaining the services of Krieg DeVault LLP and the City’s Municipal Advisor shall be considered as a part of the cost of the Project on account of which the BANs and Bonds are issued.

Any balance or balances remaining unexpended in such special account or accounts after completion of the Project, which are not required to meet unpaid obligations incurred in connection with such Project, shall either (1) be paid into the Sinking Fund and used solely for the purposes of the Sinking Fund or (2) be used for the same purpose or type of project for which the Bonds were originally issued, all in accordance with IC 5-1-13, as amended and supplemented.

If the BANs or Bonds are sold to the Authority as part of its IFA Program, to the extent (a) that the total principal amount of the BANs or Bonds is not paid by the purchaser or drawn down by the City, or (b) proceeds remain in the Construction Account and are not applied to the Project (or any modifications or additions thereto approved by the Authority), the City shall reduce the principal amount of the Bond maturities to effect such reduction in a manner that will still achieve the annual debt service as described in Section 2 subject to and upon the terms forth in the Financial Assistance Agreement.

The City hereby declares its “official intent”, as such term is used in the Reimbursement Regulations, to reimburse the City’s advances for costs incurred for the Project from proceeds of the BANs or the Bonds herein authorized by this Ordinance. The City reasonably expects to make such advances for the costs of the Project.

**Section 10. Financial Records and Accounts and Maintenance of Books.** (a) The City shall keep proper records and books of account, separate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues received on account of the operation of the Sewage Works and all disbursements made therefrom and all transactions relating to the Sewage Works. The City shall maintain on file the audited financial statements of said works. There shall be furnished, upon written request, to any owner of the Bonds, the most recent copy of the audited financial statements of the utility prepared by the State Board of Accounts. Copies of all such statements and reports shall be kept on file in the office of the Controller.

(b) If the Bonds or BANs are sold to the Authority as part of its IFA Program, the City shall establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) and the Sewage Works in accordance with (i) generally accepted governmental accounting standards for utilities, on an accrual or cash basis, as promulgated by the Government Accounting Standards Board and (ii) the rules, regulations and guidance of the State Board of Accounts.

**Section 11. Pledge of Net Revenues.** The interest on and the principal of the Bonds issued pursuant to the provisions of this Ordinance, and any Future Parity Bonds (as herein defined), shall constitute a first charge on all the Net Revenues and such Net Revenues are hereby irrevocably pledged to the payment of the interest on and principal of such Bonds, to the extent necessary for that purpose. The City shall not be obligated to pay said Bonds or the interest or premium, if any, thereon except from the Net Revenues of the Sewage Works, and said Bonds shall not constitute an indebtedness of the City within the meaning of the provisions and limitations of the constitution of the State of Indiana.

**Section 12. Revenue Fund.** All revenues derived from the operation of the Sewage Works and from the collection of sewage rates and charges (including any System Development Charges) shall be deposited upon receipt in the Sewage Works Revenue Fund (the “Revenue Fund”), as set forth in the Prior Ordinances and continued hereby, and such revenues shall be segregated and kept separate and apart from all other funds and bank accounts of the City. Out of said revenues the proper and reasonable expenses of operation, repair and maintenance of the Sewage Works shall be paid, the principal and interest of all bonds and fiscal agency charges or bank paying agents shall be paid, and the costs of replacements, extensions, additions and improvements shall be paid as hereinafter provided. No moneys derived from the revenues of the sewage works shall be transferred to the general fund of the City or be used for any purpose not connected with the Sewage Works so long as any bonds payable from the revenues of the sewage works are outstanding.

**Section 13. Operation and Maintenance Fund.** On the last day of each calendar month there shall be credited from the Revenue Fund to the Sewage Works Operations and Maintenance Fund (the “Operations Fund”), as set forth in the Prior Ordinances and continued hereby, a

sufficient amount of the revenues of the Sewage Works so that the balance in the Operations Fund shall be sufficient to pay the expenses of operation, repair and maintenance for the then next succeeding two (2) calendar months. The moneys credited to this fund shall be used for the payment of the reasonable and proper operation, repair and maintenance expenses of the Sewage Works on a day-to-day basis, but none of such moneys in such fund shall be used for PILOTs, depreciation, replacements, improvements, extensions or additions. Any balance in the Operations Fund in excess of the expected expenses of operation, repair and maintenance for the then next two (2) succeeding months may be transferred to the Sinking Fund referred to below if necessary to prevent a default in payment of principal or interest on outstanding bonds.

**Section 14. Sewage Works Sinking Fund.**

(a) There shall be deposited from the Revenue Fund into the Sewage Works Sinking Fund (the "Sinking Fund") previously established by the Prior Ordinances and continued hereby for the payment of the interest on and principal of revenue bonds which by their terms are payable from the Net Revenues of the Sewage Works, and the payment of any fiscal agency charges in connection with the payment of such bonds and interest thereon, a sufficient amount of the Net Revenues of said Sewage Works to meet the requirements of the Bond and Interest Account (the "Bond and Interest Account") and the Reserve Account (the "Reserve Account") previously established and continued hereby in said Sinking Fund. Such payments shall continue until the balance in the Bond and Interest Account, plus the balance in the Reserve Account, equals the principal of and interest on all of the then outstanding bonds of the Sewage Works to the final maturity thereof and provide for payment of all fiscal agency charges.

(b) Bond and Interest Account. After making the credit to the Operations Fund, there shall be transferred, on or before the last day of each calendar month, from the Revenue Fund and credited to the Bond and Interest Account, an amount equal to the sum of one-twelfth (1/12) of the principal and one-sixth (1/6) of the interest on all then outstanding bonds of the Sewage Works payable on the then next succeeding principal and interest payment dates, until the amount so credited shall equal the principal payable during the next succeeding twelve (12) calendar months and the interest payable during the next succeeding six (6) calendar months through December 1, 2032; provided that such fractional amounts shall be appropriately increased, if necessary, to provide for the first interest and first principal payments on the Bonds. After December 1, 2032, an amount equal to the sum of one-sixth (1/6) of the principal and interest on all then outstanding bonds of the Sewage Works payable on the then next succeeding principal and interest payment dates shall be transferred, on or before the last day of each calendar month, from the Revenue Fund and credited to the Bond and Interest Account, until the amount so credited shall equal the principal and interest payable during the next six (6) calendar months. There shall similarly be credited to the Bond and Interest Account any amount necessary to pay the bank fiscal agency charges, if any, for paying the principal of and interest on outstanding bonds of the Sewage Works as the same become payable. The City shall, from the sums deposited in the Sinking Fund and credited to the Bond and Interest Account, remit promptly to the registered owners of the outstanding bonds of the Sewage Works or to the bank fiscal agency sufficient moneys to pay the principal and interest on the due dates thereof together with the amount of any bank fiscal agency charges.

(c) Reserve Account.



(i) The Reserve Account is allocable solely to (and securing solely) the 2012 Bonds, the 2020 Bonds and the 2021 Bonds, the Bonds issued hereunder and any Future Parity Bonds. The Reserve Account is not allocable (does not secure) and shall not be a source of payment on the 2013A Bond and the 2015 Bonds.

(ii) On the date of delivery of the Bonds, the City may deposit funds on hand of the Sewage Works, Bond proceeds, unless the Bonds are sold to the Authority as part of its IFA Program, or any combination thereof, into the Reserve Account so that the balance therein equals, but does not exceed, the hereinafter defined Reserve Requirement. If no deposit is made or if the initial deposit does not equal the Reserve Requirement, beginning with the first month after the date of delivery of the Bonds, a sum of Net Revenues shall be deposited on the last day of each calendar month until the balance in the Reserve Account equals but does not exceed the least of: (i) the maximum annual debt service requirements on the Bonds, the 2012 Bonds, the 2020 Bonds, the 2021 Bonds, and any Future Parity Bonds; (ii) one hundred twenty-five percent (125%) of the average annual debt service on the Bonds, the 2012 Bonds, the 2020 Bonds, the 2021 Bonds, and any Future Parity Bonds; or (iii) ten percent (10%) of the stated principal amount or issue price, as applicable, of the Bonds, the 2012 Bonds, the 2020 Bonds, the 2021 Bonds, and any Future Parity Bonds (“Reserve Requirement”); provided, however, that if any Bonds are sold to the Authority as part of its IFA Program, the Reserve Requirement shall equal the maximum annual debt service on the Bonds, the 2012 Bonds, the 2020 Bonds, the 2021 Bonds, and any Future Parity Bonds. The monthly deposits of Net Revenues shall be equal in amount and sufficient to accumulate the Reserve Requirement within five (5) years of the date of delivery of the Bonds.

(iii) The Reserve Account shall constitute the margin for safety and protection against default in the payment of principal of and interest on the Bonds, the 2012 Bonds, the 2020 Bonds, the 2021 Bonds, and any Future Parity Bonds, and the moneys in the Reserve Account shall be used to pay current principal and interest on the Bonds, the 2012 Bonds, the 2020 Bonds, the 2021 Bonds, and any Future Parity Bonds to the extent that moneys in the Bond and Interest Account are insufficient for that purpose. Any deficiency in the balance maintained in the Reserve Account shall be made up from the next available Net Revenues remaining after credits into the Bond and Interest Account. If moneys in the Reserve Account are transferred to the Bond and Interest Account to pay principal and interest on any Bonds, 2012 Bonds, 2020 Bonds, 2021 Bonds, or Future Parity Bonds, then this depletion of the balance in the Reserve Account shall be made up from the next available Net Revenues after the credits into the Bond and Interest Account. Any moneys in the Reserve Account in excess of the Reserve Requirement shall either be transferred to the Improvement Fund or be used for the redemption or purchase of outstanding bonds or installments of principal of fully registered outstanding bonds at a price not exceeding par, plus accrued interest and redemption premium, if any.

(iv) As an alternative to holding cash funds in the Reserve Account, the City, with the advice or the Municipal Advisor and the City’s bond counsel, may satisfy all or any part of its obligation to maintain any amount in the Reserve Account by depositing a Credit Facility (as defined below) therein, provided that such deposit does not adversely affect any then existing rating on the Bonds. A “Credit Facility” is hereby defined as a

letter of credit, liquidity facility, insurance policy or comparable instrument furnished by a bank, insurance company, financial institution or other entity pursuant to a reimbursement agreement or similar instrument between such entity and the City. As long as any such Credit Facility is in full force and effect, any valuation of the Reserve Account shall treat the maximum amount available under such Credit Facility as its value. To the extent that any Bonds are insured, and such Credit Facility is not being provided by the insurer of such Bonds, such Credit Facility shall be subject to the insurer's prior written consent. The Mayor and the Controller are hereby authorized to obtain such a Credit Facility for the Bonds being sold and are authorized to enter into any agreements with such Credit Facility provider that they deem necessary with the advice of the Municipal Advisor.

(v) Notwithstanding the provisions of this Section 14(c), as to the Bonds, if the purchaser does not require the Reserve Account as security for the Bonds, the Reserve Account will not be funded for the Bonds nor will it secure the Bonds.

(d) If the Bonds are sold to the Authority as part of its IFA Program, the Sinking Fund, containing the Bond and Interest Account and the Reserve Account, and the Construction Account, may be held by a financial institution acceptable to the Authority as part of its IFA Program, pursuant to terms acceptable to the Authority. If the Sinking Fund and the accounts therein are held in trust, the City shall transfer the monthly required amounts of Net Revenues to the Bond and Interest Account and the Reserve Account in accordance with this Section 14, and the financial institution holding such funds in trust shall be instructed to pay the required payments in accordance with the payment schedules for the City's outstanding bonds. The financial institution selected to serve in this role may also serve as the Registrar and the Paying Agent for any series of the Bonds. If the Construction Account is so held in trust, the City shall deposit the proceeds of the Bonds therein until such proceeds are applied consistent with this Ordinance and the Financial Assistance Agreement with respect to the Bonds. The Mayor and the Controller are hereby authorized to execute and deliver an agreement with a financial institution to reflect this trust arrangement for all or a part of the Sinking Fund and the Construction Account in the form of trust agreement as approved by the Mayor and the Controller, consistent with the terms and provisions of this Ordinance.

**Section 15. Sewage Works Improvement Fund.** On the first day of each calendar month after the Bonds are issued, after meeting the requirements of the Operations Fund and the Sinking Fund, any excess Net Revenues shall be transferred or credited from the Revenue Fund to the Sewage Works Improvement Fund (the "Improvement Fund") as set forth in the Prior Ordinances and continued hereby. Said Improvement Fund shall be used for improvements, replacements, additions or extensions to the Sewage Works, or for any other lawful purpose, including the payment of PILOTs. The City reserves the right to transfer PILOTs from the Improvement Fund to the City but no more frequently than semiannually, in accordance with the Act, and only if all required transfers have been made to the Operations Fund, the Sinking Fund and the Accounts of the Sinking Fund contain the required balances as of the date the PILOTs are paid. Moneys in the Improvement Fund shall be transferred to the Sinking Fund if necessary to prevent a default in the payment of principal of or interest on the then outstanding bonds of the Sewage Works or, if necessary, to eliminate any deficiencies in credits to or minimum balance in any of the Reserve Accounts of the Sinking Fund, or may be transferred to the Operations Fund to meet unforeseen contingencies in the operation, repair and maintenance of the Sewage Works. If any BANs or

Bonds are sold to the Authority as part of its IFA Program, so long as any of the BANs or Bonds are outstanding, no moneys derived from the revenues of the Sewage Works shall be transferred to the General Fund of the City or be used for any purpose not connected with the Sewage Works, other than to pay PILOTs as set forth in this section. In no event shall any PILOTs be treated as an expense of operation and maintenance, nor in any case shall it be payable from the Operations Fund or the Sinking Fund.

**Section 16. Maintenance of Accounts; Investments.** The Revenue Fund and the Sinking Fund shall be deposited in and maintained as a separate account or accounts from all other accounts of the City. The Operation Fund and the Improvement Fund may be maintained in a single account, or accounts, but such account, or accounts, shall likewise be maintained separate and apart from all other accounts of the City (including, without limitation, any funds and accounts relative to any other utility of the City beyond the Sewage Works) and apart from the Revenue Fund and the Sinking Fund account or accounts. All moneys deposited in the accounts shall be deposited, held and secured as public funds in accordance with the public depository laws of the State of Indiana; provided that moneys therein may be invested in obligations in accordance with the applicable laws, including particularly IC 5-13, as amended or supplemented and as applicable, pursuant to IC 5-1.2-1 through IC 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14 and/or IC 5-1.2-14.5 (as applicable), and the acts amendatory thereof and supplemental thereto, and in the event of such investment the income therefrom shall become a part of the funds invested and shall be used only as provided in this Ordinance. In no event shall any of the revenues of the Sewage Works be transferred or used for any purpose not authorized by this Ordinance so long as any of the Bonds of the Sewage Works issued pursuant to the provisions of this Ordinance shall be outstanding. Investment income earned on monies in the funds and accounts established by this Ordinance shall become a part of the funds and accounts invested and shall be used only as provided in this Ordinance. Nothing in this section or elsewhere in this Ordinance shall be construed to require that separate bank accounts be established and maintained for the funds and accounts continued by this Ordinance except that (a) the Sinking Fund and Construction Account shall be maintained as a separate bank account from the other funds and accounts of the Sewage Works, and (b) the other funds and accounts of the Sewage Works shall be maintained as a separate bank account from other funds and accounts of the City, including, without limitation, any other funds and accounts for any other utility of the City beyond the Sewage Works.

**Section 17. Defeasance of the Bonds.** If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or a portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds or a portion thereof then outstanding shall be paid; or (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in (ii) below), or (ii) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds or any designated portion thereof issued hereunder shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the Sewage Works.



**Section 18. Rate Covenant.** The City covenants and agrees that it will establish, maintain and collect reasonable and just rates and charges for facilities and services afforded and rendered by said sewage works, which shall to the extent permitted by law produce sufficient revenues, provided that System Development Charges shall be excluded, to the extent permitted by law, when determining if such rates and charges are sufficient so long as the Bonds are outstanding and owned by the Authority as part of its IFA Program, at all times to pay all the legal and other necessary expense incident to the operation of such utility, to include maintenance costs, operating charges, upkeep, repairs, interest charges on bonds or other obligations, to provide for the proper operation, repair and maintenance of the sewage works to comply with and satisfy all covenants contained in this Ordinance and the Financial Assistance Agreement, to provide the sinking fund and debt service reserve for the liquidation of bonds or other evidences of indebtedness, to provide adequate funds to be used as working capital, as well as funds for making extensions, additions, and replacements, and also, for the payment of any taxes that may be assessed against such utility, it being the intent and purpose hereof that such charges shall produce an income sufficient to maintain such utility property in a sound physical and financial condition to render adequate and efficient service. So long as any of the Bonds herein authorized are outstanding, none of the facilities or services afforded or rendered by said system shall be furnished without a reasonable and just charge being made therefor. The City shall pay like charges for any and all services rendered by said utility to the City, and all such payments shall be deemed to be revenues of the utility. Such rates or charges shall, if necessary, be changed and readjusted from time to time so that the revenues therefrom shall always be sufficient to meet the expenses of operation, repair and maintenance or Operation and Maintenance, as the case may be, and the requirements of the Sinking Fund; and such rates or charges shall be in an amount sufficient in each year to produce Net Revenues at least equal to 1.1 times the greater of the average annual debt service on the Prior Bonds, the Bonds and all bonds on a parity therewith or the debt service payable during the next succeeding twelve (12) calendar months on the Prior Bonds, the Bonds and all bonds on a parity therewith. For these purposes, the interest rate on variable rate debt shall be assumed to be the average interest rate thereon in the preceding calendar year.

**Section 19. Additional Bond Provisions.** The City reserves the right to authorize and issue additional BANs at any time ranking on a parity with the BANs. The City reserves the right to authorize and issue additional bonds or other obligations payable out of the Net Revenues of its Sewage Works ranking on parity with the Bonds and the Prior Bonds (the “Future Parity Bonds”) for the purpose of financing the cost of future additions, extensions and improvements to its Sewage Works, or to refund obligations, subject to the following conditions:

(a) The interest on and principal of all bonds payable from the Net Revenues of the Sewage Works shall have been paid to date in accordance with the terms thereof, provided, this condition shall be deemed satisfied if any required amount is to be provided from the proceeds of the Future Parity Bonds or other funds of the City.

(b) All required payments into the Sinking Fund shall have been made in accordance with the provisions of this Ordinance,

(c) The Net Revenues of the Sewage Works in the fiscal year immediately preceding the issuance of any such Future Parity Bonds (provided, within the 90 day period following the end of such preceding fiscal year, if such year’s accounting records are not final as of the sale date

of the additional bonds, the fiscal year preceding such year may be used in lieu of the immediately preceding fiscal year) shall be not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding parity bonds and the Future Parity Bonds proposed to be issued; or, prior to the issuance of the Future Parity Bonds, the sewage rates and charges shall be increased sufficiently so that the increased rates and charges, if realized and when applied to the previous year's operations would have produced Net Revenues for said year equal to not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of all bonds payable from the revenues of the Sewage Works, including the Future Parity Bonds proposed to be issued.

For purposes of this subsection, the records of the Sewage Works shall be analyzed and all showings shall be prepared by an independent certified public accountant employed by the City for that purpose who shall certify the satisfaction of the foregoing conditions for the issuance of the Future Parity Bonds. In addition, for purposes of this subsection, with respect to any Future Parity Bonds hereafter issued while the Bonds remain outstanding and owned by the Authority as part of its IFA Program, Net Revenues may not include any revenues from the System Development Charges unless the Authority provides its consent to include all or some portion of the System Development Charges as part of the Net Revenues or otherwise consents to the issuance of such Future Parity Bonds without satisfying this subsection (c).

(d) The interest on the Future Parity Bonds shall be payable semiannually on the first day of June and December and the principal of, or mandatory sinking fund redemption dates for, the Future Parity Bonds shall be payable annually on December 1 until December 1, 2032, and thereafter shall be payable semiannually on June 1 and December 1.

(e) If the Bonds are sold to the Authority as part of the IFA Program, (i) the City shall obtain the consent of the Authority, (ii) the City shall have faithfully performed and is in compliance with each of its obligations, agreements and covenants contained in the Financial Assistance Agreement and this Ordinance, and (iii) the City shall be in compliance with its National Pollutant Discharge Elimination System permits, except for non-compliance for which purpose the Future Parity Bonds are issued, including refunding bonds issued prior to, but part of the overall plan to eliminate such non-compliance.

**Section 20.** Further Covenants of the City; Maintenance, Insurance, Pledge Not to Encumber, Subordinate Indebtedness, and Contract with Bondholders. For the purpose of further safeguarding the interests of the owners of the BANs and the Bonds, it is hereby specifically provided as follows:

(a) All contracts let by the City in connection with the construction of the Project shall be let after due advertisement as required by the laws of the State of Indiana, and all contractors shall be required to furnish surety bonds in an amount equal to one hundred percent (100%) of the amount of such contracts, to insure the completion of said contracts in accordance with their terms, and such contractors shall also be required to carry such employer's liability and public liability insurance as are required under the laws of the State of Indiana in the case of public contracts, and shall be governed in all respects by the laws of the State of Indiana relating to public contracts.

(b) The Project shall be constructed under plans and specifications approved by a competent engineer designated by the City. All estimates for work done or material furnished shall first be checked by the engineer and approved by the City.

(c) So long as any of the BANs or Bonds are outstanding, the City shall at all times maintain the Sewage Works system in good condition, and operate the same in an efficient manner and at a reasonable cost.

(d) So long as any of the BANs or Bonds are outstanding, the City shall maintain insurance coverage on the insurable parts of said works, of a kind and in an amount, including fidelity bonds, such as would normally be carried by private companies engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State of Indiana, and acceptable to the Authority so long as the Bonds or BANs are owned by the Authority as part of its IFA Program. In addition to or in lieu of the foregoing, the City may provide for coverage on all or part of the Works comparable to that described above through a self-insurance program. Insurance proceeds and condemnation awards shall be used to replace or repair the Sewage Works destroyed or damaged; or if not used for that purpose shall be treated and applied as Net Revenues of the works, provided, if the Bonds or BANs are sold to the Authority through its IFA Program, the Authority shall consent to any such treatment and application of such proceeds or awards as Net Revenues of the Sewage Works or any other different use of such proceeds or awards.

(e) So long as any of the BANs or Bonds are outstanding, the City shall not mortgage, pledge or otherwise encumber the property and plant of its Sewage Works system, or any part thereof, nor shall it sell, lease or otherwise dispose of any part of the same, excepting only such machinery, equipment or other property as may be replaced, or shall no longer be necessary for use in connection with said utility; provided, however, the City shall obtain the prior written consent of the Authority if the BANs or Bonds are sold to the Authority as part of its SRF Program.

(f) If the BANs or Bonds are sold to the Authority through its IFA Program and the Bonds are outstanding and owned by the Authority, the City shall not without the prior written consent of the Authority (i) enter into any lease, contract or agreement or incur any other liabilities in connection with the Sewage Works other than for normal operating expenditures, or (ii) borrow any money (including without limitation any loan from other utilities operated by the City) in connection with the Sewage Works.

(g) Except as otherwise specifically provided in Section 19 of this Ordinance, so long as any of the Bonds are outstanding, no additional bonds or other obligations pledging any portion of the revenues of said Sewage Works shall be authorized, issued or executed by the City, except such as shall be made junior and subordinate in all respects to the Bonds, unless all of the Bonds are redeemed or defeased pursuant to Section 17 hereof coincidentally with the delivery of such additional bonds or other obligations.

(h) The provisions of this Ordinance shall constitute a contract by and between the City and the owners of the Bonds and BANs herein authorized, all the terms of which shall be enforceable by any bondholder by any and all appropriate proceedings in law or in equity. After the issuance of the Bonds or BANs, this Ordinance shall not be repealed, amended or modified in



any respect which will adversely affect the rights or interests of the owners of the Bonds or BANs, nor shall the Common Council or any other body of the City adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of the Bonds, the BANs, or the interest thereon, remain outstanding or unpaid. Except in the case of changes described in Section 21 (a)-(f), this Ordinance may be amended, however, without the consent of the owners of the Bonds or BANs, if the Common Council determines, in its sole discretion, that such amendment would not adversely affect the owners of the Bonds or BANs; provided, however, that if the Bonds or BANs are sold to the Authority as part of its IFA Program, the City shall obtain the prior written consent of the Authority.

(i) The provisions of this Ordinance shall be construed to create a trust in the proceeds of the sale of the Bonds and BANs herein authorized for the uses and purposes herein set forth, and the owners of the Bonds and BANs shall retain a lien on such proceeds until the same are applied in accordance with the provisions of this Ordinance and of the governing Act. The provisions of this Ordinance shall also be construed to create a trust in a portion of the Net Revenues herein directed to be set apart and paid into the Sinking Fund for the uses and purposes of the Sinking Fund as in this Ordinance set forth. The owners of the Bonds shall have all of the rights, remedies and privileges set forth in the provisions of the governing Act, including the right to have a receiver appointed to administer said Sewage Works, in the event the City shall fail or refuse to fix and collect sufficient rates and charges for said purposes, or shall fail or refuse to operate and maintain said system and to apply properly the revenues derived from the operation thereof, or if there be a default in the payment of the principal of or interest on any of the Bonds herein authorized or in the event of default in respect to any of the provisions of this Ordinance or the governing Act.

(j) The City shall take all action or proceedings necessary and proper, to the extent permitted by law, to require connection of all property where liquid and solid waste, sewage, night soil or industrial waste is produced with available sanitary sewers. The City shall, insofar as possible, and to the extent permitted by law, cause all such sanitary sewers to be connected with said Sewage Works.

(k) For purpose this Section 20, the term "lease" shall include any lease, contract, or other instrument conferring a right upon the City to use property in exchange for a periodic payments made from the revenues of the Sewage Works, whether the City desires to cause such to be, or by its terms (or its intended effects) is to be, (i) payable as rent, (ii) booked as an expense or an expenditure, or (iii) classified for accounting or other purposes as a capital lease, financing lease, operating lease, non-appropriation leases, installment purchase agreement or lease, or otherwise (including any combination thereof).

**Section 21. Amendments with Consent of Bondholders.** Subject to the terms and provisions contained in this Section and Section 20(h), and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds issued pursuant to this Ordinance and then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Common Council of such ordinance or ordinances supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in this Ordinance, or in any supplemental ordinance; provided, however, that

if the Bonds or BANs are sold to the Authority as part of its IFA Program, the City shall obtain the prior written consent of the Authority; and provided further, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest on, or any mandatory sinking fund redemption date for any Bond issued pursuant to this Ordinance; or

(b) A reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon; or

(c) The creation of a lien upon or a pledge of the revenues or Net Revenues of the Sewage Works ranking prior to the pledge thereof created by this Ordinance; or

(d) A preference or priority of any Bond or Bonds issued pursuant to this Ordinance over any other Bond or Bonds issued pursuant to the provisions of this Ordinance; or

(e) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance; or

(f) A reduction in the Reserve Requirements.

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

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

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

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

**Section 22. Investment of Funds.** (a) The Controller is hereby authorized to invest moneys pursuant to the provisions of this Ordinance and IC 5-1-14-3 (subject to applicable requirements of federal law to insure such yield is the then current market rate) to the extent necessary or advisable to preserve the exclusion from gross income of interest on the Bonds and BANs under federal law.

(b) The Controller shall keep full and accurate records of investment earnings and income from moneys held in the funds and accounts referenced herein. In order to comply with the provisions of this Ordinance, the Controller is hereby authorized and directed to employ consultants or attorneys from time to time to advise the City as to requirements of federal law to preserve the tax exclusion. The Controller may pay any fees as operation expenses of the Sewage Works.

**Section 23. Tax Covenants.** In order to preserve the exclusion of interest on the Bonds and BANs from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the Bonds or BANs, as the case may be ("Code"), and as an inducement to purchasers of the Bonds and BANs, the City represents, covenants and agrees that:

(a) The Sewage Works will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the City or another state or local governmental unit will use more than ten percent (10%) of the proceeds of the Bonds or BANs or property financed by the Bond or BAN proceeds other than as a member of the general public. No person or entity other than the City or another state or local governmental unit will own property financed by Bond or BAN proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than ten percent (10%) of the proceeds of the BANs or the Bonds, as the case may be. If the City enters into a management contract for the Sewage Works, the terms of the contract will comply with IRS Revenue Procedure 2017-13, as it may be amended, supplemented or superseded for time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than ten percent (10%) of the proceeds of the Bonds or BANs, as the case may be.

(b) No more than ten percent (10%) of the principal of or interest on the Bonds or BANs is (under the terms of the Bonds or BANs, this Ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the City) in respect of such property or borrowed money used or to be used for a private business use.



(c) No more than five percent (5%) of the Bond or BAN proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than five percent (5%) of the Bond or BAN proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond or BAN proceeds.

(d) The City reasonably expects, as of the date hereof, that the Bonds and BANs will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Bonds or BANs, as the case may be.

(e) No more than five percent (5%) of the proceeds of the Bonds or BANs will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The City will not take any action nor fail to take any action with respect to the Bonds or BANs that would result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds or BANs pursuant to Section 103 of the Code, nor will the City act in any other manner which would adversely affect such exclusion. The City covenants and agrees not to enter into any contracts or arrangements which would cause the Bonds or BANs to be treated as private activity bonds under Section 141 of the Code.

(g) It shall not be an event of default under this Ordinance if the interest on any Bond or BAN is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds or BANs, as the case may be.

(h) The City covenants that it will rebate any arbitrage profits to the United States to the extent required by the Code and the regulations promulgated thereunder.

(i) The City represents that the Bonds and the BANs are not private activity bonds as defined in Section 141 of the Code.

(j) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds or BANs, as the case may be.

Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance ("Tax Sections") which are designed to preserve the exclusion of interest on the Bonds and BANs from gross income under federal law ("Tax Exemption") need not be complied with if the City receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption. At the time of delivery of the BANs and Bonds, the Mayor and the Controller will provide a copy of its post-issuance compliance procedures with respect to the BANs and Bonds relating to continued compliance of the City with respect to the Tax Sections to preserve the Tax Exemption.

**Section 24. Issuance of BANs.** (a) The City, having satisfied all the statutory requirements for the issuance of its Bonds, may elect to issue its BAN or BANs to a financial institution, the Authority, the Indiana Bond Bank, or any other purchaser pursuant to a Bond Anticipation Note Purchase Agreement (“Purchase Agreement”) to be entered into between the City and the purchaser of the BAN or BANs. If the BANs are sold to the Authority as part of its IFA Program, the Financial Assistance Agreement shall serve as the Purchase Agreement. The Common Council hereby authorizes the issuance and execution of the BAN or BANs in lieu of initially issuing the Bonds to provide interim financing for the Project until permanent financing becomes available. It shall not be necessary for the City to repeat the procedures for the issuance of its Bonds, as the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BAN or BANs.

(b) The Mayor and the Controller are hereby authorized and directed to execute a Purchase Agreement or Financial Assistance Agreement (and any amendments made from time to time) in such form or substance as they shall approve acting upon the advice of counsel. The Mayor and the Controller may also take such other actions or deliver such other certificates as are necessary or desirable in connection with the issuance of the BANs or the Bonds and the other documents needed for the financing as they deem necessary or desirable in connection therewith.

**Section 25. Rates and Charges.** The rates and charges of the Works are set forth or described in Chapter 17 of the South Bend Municipal Code as the same have been amended by Ordinance No. 10797-21 adopted by the Common Council at a meeting held on August 9, 2021. Such chapter and ordinances are hereby incorporated by reference as if set forth in full at this place, two copies of which are on file and available for public inspection in the office of the Clerk pursuant to Indiana Code 36-1-5-4.

**Section 26. Non-Business Days.** If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the City or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

**Section 27. No Conflict.** The Common Council hereby finds and determines that the adoption of this Ordinance and the issuance of the Bonds are in compliance with the Prior Ordinances. The Prior Ordinances shall remain in full force and effect. All ordinances and resolutions and parts thereof in conflict herewith, except the Prior Ordinances, are to the extent of such conflict hereby repealed. None of the provisions of this Ordinance shall be construed to adversely affect the rights of the owners of the Prior Bonds presently outstanding.

**Section 28. Severability.** If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 29. Interpretation.** Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

**Section 30. Headings.** The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Ordinance.

**Section 31. Payment on Bonds in the Event of Default.** In the event available moneys are insufficient to pay debt service on the Bonds, the Prior Bonds and any Future Parity Bonds when due, available moneys shall be applied, after payment of all costs and expenses associated therewith, to the Bonds, the Prior Bonds and any such Future Parity Bonds as follows: to the payment to the persons entitled thereto of all unpaid installments of interest then due on, and the unpaid principal of, the Bonds, the Prior Bonds and any Future Parity Bonds, including interest on any past due principal of any Bond, Prior Bond or Future Parity Bond at the rate borne by such Bond, Prior Bond or Future Parity Bond, in the order of the maturity of the installments of such interest and the due dates of such principal and, if the amount available shall not be sufficient to pay in full any particular installment of interest or maturity of principal, then to such payment ratably, according to the amounts so due, to the persons entitled thereto, without any discrimination or privilege or any preference of or priority of interest over principal or principal over interest; provided that no funds in the Reserve Account will be used for payments on the 2013A Bonds or the 2015 Bonds.

During the continuance of any default in the payment of either principal of or interest or premium on any Bonds, Prior Bonds or Future Parity Bonds, no payment shall be made with respect to any subordinate obligations issued pursuant to Section 20(g). Moneys available for payment to holders of such subordinate obligations shall, in the event of an insufficient amount being available to pay all debt service with respect to the subordinate obligations when due, be applied to the subordinate obligations in accordance with the sequence and other terms set forth above with respect to payments regarding Bonds, Prior Bonds and Future Parity Bonds unless otherwise provided in the ordinance authorizing the subordinate obligations.

**Section 32. Actions and Agreements.** Each of the Mayor, the Controller, and the Clerk and any other officer or employee of the City is hereby authorized and directed to execute any instrument or agreements or take any other actions necessary or desirable to effect the transactions contemplated by this Ordinance, such necessity or desirability to be conclusively evidenced by the execution of such instruments or agreements or the taking of such action.

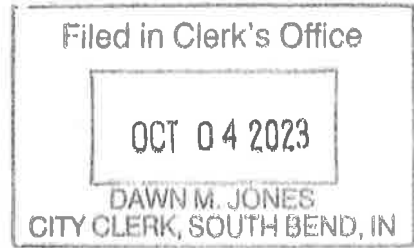
**Section 33. Notice of Adoption and Purport of this Ordinance.** Upon passage of this Ordinance, the Clerk shall immediately cause to be published in accordance with IC 5-3-1, a notice of the adoption and purport of this Ordinance in accordance with IC 36-9-23-10. In the event that any objecting petition is filed in accordance with IC 36-9-23-12, no further proceedings shall be taken by the City relating to the Project until the later of (i) the date on which the court having jurisdiction over such matter confirms the decision of the City to issue the Bonds relating to the Project, or (ii) if an appeal is taken, the date on which the appropriate court of last resort confirms the decision of the City to issue the Bonds relating to the Project, except as permitted by IC 36-9-23-12(f).



**Section 34.** Recitals. The recitals contained in this Ordinance are true and correct and are incorporated in this Ordinance by this reference.

**Section 35.** Effective Date. This Ordinance shall be in full force and effect from and after its passage by the Common Council, approval by the Mayor, and the execution of any procedures required by applicable law.

\* \* \* \* \*



Passed and adopted by the Common Council of the City of South Bend, Indiana on the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Sharon McBride, Council President  
South Bend Common Council

ATTEST:

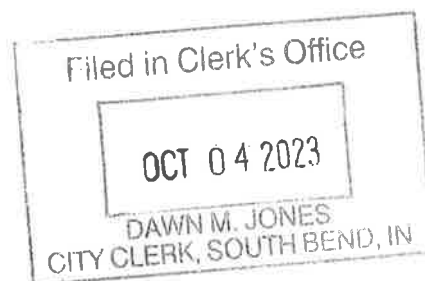
\_\_\_\_\_  
Dawn M. Jones, MPA, City Clerk  
Office of the City Clerk

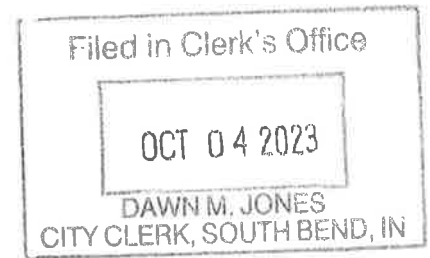
Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana, on the \_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock.

\_\_\_\_\_  
Dawn M. Jones, MPA, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock.

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





## EXHIBIT A

### PROJECT DESCRIPTION

The Project consists of the design, acquisition, construction, and installation of certain additions, extensions and improvements to the Sewage Works, including, but not limited to:

1. Final Clarifier Nos. 1-3 influent channel improvements, including new concrete influent channel cover; and abandoned RAS pits fill and cover;
2. Final Clarifier Nos. 1-3 rehabilitation, including replacement sludge collector mechanisms (GPR), effluent weirs, scum baffle and launders; new density current baffles and scum removal equipment; modified return sludge piping; conversion from rim feed to center feed type (GPR) with new influent piping and junction box; structural repairs; and replacement handrailing;
3. Final Clarifier Nos. 1-3 flow control improvements, including relocated influent gates; instrumentation and SCADA; and associated electrical work; and
4. Associated site work, including grading, seeding, sidewalk, and piping.

The Project is more particularly described in the Preliminary Engineering Report and the Plans and Specifications approved by the Indiana Finance Authority (IFA) – State Revolving Fund (SRF).



EXHIBIT B

FORM OF FINANCIAL ASSISTANCE AGREEMENT

**STATE OF INDIANA  
WASTEWATER REVOLVING LOAN PROGRAM**

**FINANCIAL ASSISTANCE AGREEMENT** dated as of this [\_\_\_\_] day of \_\_\_\_\_ 20\_\_] by and between the Indiana Finance Authority (the "Finance Authority"), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the "State") and the City of South Bend, Indiana (the "Participant"), a political subdivision as defined in I.C. 5-1.2-2-57 and existing under I.C. 36-4, witnesseth:

WHEREAS, the State's Wastewater Revolving Loan Program (the "Wastewater SRF Program") has been established in accordance with the federal Clean Water Act and the regulations promulgated thereunder, and pursuant to I.C. 5-1.2-10 (the "Wastewater SRF Act"), which Wastewater SRF Act also establishes the wastewater revolving loan fund (the "Wastewater SRF Fund"); and

WHEREAS, pursuant to the Wastewater SRF Act, the State was authorized to fund the Wastewater SRF Program with federal capitalization grants, together with required state matching funds therefor, and to operate the Wastewater SRF Program, and prior to May 15, 2005 so funded and operated the Wastewater SRF Program; and

WHEREAS, pursuant to Public Law 235 - 2005, by operation of law and effective May 15, 2005, the Finance Authority has become the successor to the State in all matters related to the Wastewater SRF Program (including use and acceptance of federal capitalization grants and required state matching funds and operation of the Wastewater SRF Program); and

WHEREAS, the Participant is a duly existing political subdivision of the State, lawfully empowered to undertake all transactions and execute all documents mentioned or contemplated herein; and

WHEREAS, the Participant has previously entered into a Financial Assistance Agreement with the Finance Authority, dated as of September 1, 2009, to borrow money from the Drinking Water SRF Program, to construct and acquire separate projects as described and defined therein (the "Prior Agreement"); and

WHEREAS, the Participant has determined to undertake a wastewater treatment system project (as more fully described herein, the "Project") and to borrow money from the Wastewater SRF Program to construct and acquire the Project; and

WHEREAS, the Finance Authority and the Participant desire to set forth the terms of such financial assistance as hereinafter provided; and

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the Finance Authority and the Participant agree as follows:

**ARTICLE I**  
**DEFINITIONS**

**Section 1.01. Definitions.** The following terms shall, for all purposes of this Agreement, have the following meaning:

**“Agency”** shall mean the United States Environmental Protection Agency or its successor.

**“Asset Management Program”** means programs, plans and documentation (including a Fiscal Sustainability Plan) that demonstrates that the Participant has the financial, managerial, technical, and legal capability to operate and maintain its Treatment Works and which is consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

**“Authorizing Instrument(s)”** shall mean the separate trust indenture(s) of the Participant entered into with a corporate trustee or the detailed resolution(s) or ordinance(s) of the governing body of the Participant pursuant to which the Bonds are issued in accordance with State law.

**“Authorized Representative”** shall mean the Controller of the Participant or such other officer, official, or representative of the Participant duly authorized to act for and on behalf of the Participant as provided for herein.

**“Bond”** or **“Bonds”** shall mean the instrument(s) which evidence(s) the Loan, as authorized by the Authorizing Instrument and containing the terms set forth in Section 2.02 of this Agreement.

**“Bond Fund”** shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument from which payment of the principal of and interest on the Bonds is required to be made by the Participant.

**“Business Day”** shall mean any day other than a Saturday, Sunday or State legal holiday or any other day on which financial institutions in the State are authorized by law to close and to remain closed.

**“Clean Water Act”** shall mean the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387, and other laws, regulations and guidance supplemental thereto (including the 2014 Appropriations Act and the Water Resources Reform and Development Act of 2014), as amended and supplemented from time to time.

**“Code”** shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, together with the regulations related thereto.

**“Construction Fund”** shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument to receive proceeds of the Bonds and from which Eligible Costs of the Project may be paid by the Participant.

**“Credit Instrument”** means a letter of credit, surety bond, liquidity facility, insurance policy or comparable instrument furnished by a Credit Provider that is used by the Participant to meet all or a portion of any debt service reserve requirement securing the Bonds or any other bonds payable from the revenues of the Treatment Works, which bonds are on a parity with the Bonds.

**“Credit Provider”** means a bank, insurance company, financial institution or other entity providing a Credit Instrument.

**“Department”** shall mean the Indiana Department of Environmental Management created under I.C. 13-13-1-1 or its successor.

**“Deposit Agreement”** shall mean an agreement between the Participant and the Deposit Agreement Counterparty in such form as from time to time determined by the Finance Authority pursuant to which (a) the Participant’s Bond Fund (including any reserve account established and created by the Participant pursuant to the Authorizing Instrument related thereto) shall be held by such Deposit Agreement Counterparty and available for payment of the Bonds and any other similar obligations of the Participant that are payable from the Bond Fund regardless whether they are on a parity basis, (b) such Deposit Agreement Counterparty serves as the paying agent for the Bonds and any other such similar obligations of the Participant that are payable from the Bond Fund, and (c) the Participant’s Construction Fund may be held by such Deposit Agreement Counterparty upon any Loan disbursement by the Finance Authority to it from time to time.

**“Deposit Agreement Counterparty”** shall mean the financial institution that enters into a Deposit Agreement with the Participant, which financial institution shall be approved by the Finance Authority and may be replaced by the Finance Authority from time to time.

**“Director of Environmental Programs”** shall mean the person designated by the Finance Authority as authorized to act as the Director of Environmental Programs (which designation includes such Director’s assumption of the duties previously assigned to the Wastewater SRF Program Representative and the Wastewater SRF Program Director) and where not limited, such person’s designee.

**“Disbursement Agent”** shall mean the party disbursing the Loan to or for the benefit of the Participant, which shall be the Trustee unless amounts are held in the Construction Fund, in which case the Disbursement Agent shall thereafter be the Deposit Agreement Counterparty as the party disbursing amounts that are held in the Construction Fund unless otherwise agreed by the Finance Authority.

**“Disbursement Request”** shall mean a request for a disbursement of the Loan made by an Authorized Representative in such form as the Finance Authority may from time to time prescribe.



**“Eligible Cost”** shall mean and include, whether incurred before or after the date of this Agreement, all costs which have been incurred and qualify for Financial Assistance, including engineering, financing and legal costs related thereto.

**“Finance Authority”** shall mean the Indiana Finance Authority, a body politic and corporate, not a state agency but an independent instrumentality of the State.

**“Finance Authority Bonds”** shall mean any Finance Authority State Revolving Fund Program Bonds or other similar obligations of the Finance Authority issued as a part of the Wastewater SRF Program within the meaning of the Wastewater SRF Indenture.

**“Financial Assistance”** shall mean the financial assistance authorized by the Clean Water Act, including the Loan.

**“Fiscal Sustainability Plan”** means in connection with a project that provides for the repair, replacement, or expansion of an existing Treatment Works, a plan that is consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act and includes (a) an inventory of critical assets that are a part of the Treatment Works, (b) an evaluation of the condition and performance of inventoried assets or asset groupings; (c) a certification that the Participant has evaluated and will be implementing water and energy conservation efforts as part of the plan; and (d) a plan for maintaining, repairing, and, as necessary, replacing the Treatment Works and a plan for funding such activities.

**“Loan”** shall mean the purchase of the Bonds by the Finance Authority to finance the planning, designing, constructing, renovating, improving and expanding of the Participant’s Treatment Works or refinance an existing debt obligation where such debt was incurred and building of such systems began after March 7, 1985, but does not mean the provision of other Financial Assistance.

**“Loan Reduction Payment”** shall mean in any circumstances where there is a balance (inclusive of Loan proceeds and any earnings) in the Construction Fund, any action causing such balance to be applied to a reduction in the maximum aggregate amount of the Loan outstanding other than pursuant to regularly scheduled principal payments or optional redemptions applicable to the Bonds. A Loan Reduction Payment shall not be applicable unless Loan amounts are held in the Construction Fund.

**“Non-Use Close-out Date”** shall mean that date which is the earlier of (a) the first date as of which the full amount of the Loan has been disbursed on a cumulative basis (which shall also be deemed to have occurred when and if such amounts have been deposited in the Participant’s Construction Fund) or (b) the date as of which the Participant binds itself that no further Loan disbursements will be made under this Agreement.

**“Non-Use Fee”** shall mean a fee in an amount determined by the Finance Authority charged to compensate it for costs and expenses within the Wastewater SRF Program. Such amount shall be the greater of (A) the product of the undrawn balance of the Loan on each

applicable Non-Use Assessment Date multiplied by one percent (1%) or (B) One Thousand Dollars (\$1,000). Such fee shall apply and be payable under Section 5.09 herein with respect to each Non-Use Assessment Date until the Non-Use Close-out Date shall occur. A Non-Use Fee shall not be applicable if the full amount of the Loan has been disbursed and deposited in the Participant's Construction Fund by the Non-Use Assessment Date.

**"Non-Use Assessment Date"** shall mean [ \_\_\_\_\_ 1, 20\_\_ ] and the first day of each sixth (6<sup>th</sup>) calendar month thereafter unless and until the Non-Use Close-out Date occurs in advance of any such Non-Use Assessment Date.

**"Operation and Maintenance"** shall mean the activities required to assure the continuing dependable and economic function of the Treatment Works, including maintaining compliance with National Pollutant Discharge Elimination System permits, as follows:

(1) Operation shall mean the control and management of the united processes and equipment which make up the Treatment Works, including financial and personnel management, records, reporting, laboratory control, process control, safety and emergency operation planning and operating activities.

(2) Maintenance shall mean the preservation of the functional integrity and efficiency of equipment and structures by implementing and maintaining systems of preventive and corrective maintenance, including replacements.

**"Plans and Specifications"** shall mean the detailed written descriptions of the work to be done in undertaking and completing the Project, including the written descriptions of the work to be performed and the drawings, cross-sections, profiles and the like which show the location, dimensions and details of the work to be performed.

**"Preliminary Engineering Report"** shall mean the information submitted by the Participant that is necessary for the Finance Authority to determine the technical, economic and environmental adequacy of the proposed Project.

**"Project"** shall mean the activities or tasks identified and described in Exhibit A to this Agreement, and incorporated herein, as amended or supplemented by the Participant and consented to by the Finance Authority, for which the Participant may expend the Loan.

**"Purchase Account"** shall mean the account by that name created by the Wastewater SRF Indenture and held as part of the Wastewater SRF Fund.

**"SRF Policy Guidelines"** shall mean guidance of general applicability (as from time to time published, amended and supplemented by the Finance Authority) pertaining to participants utilizing financial assistance in connection with their projects funded in whole or in part through the Wastewater SRF Program.

**"State"** shall mean the State of Indiana.

**“Substantial Completion of Construction”** shall mean the day on which the Finance Authority (or if designated by the Finance Authority, the Department) determines that all but minor components of the Project have been built, all equipment is operational and the Project is capable of functioning as designed.

**“System Development Charges”** shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges applicable to the Treatment Works that are available for deposit under the Authorizing Instrument.

**“Treatment Works”** shall mean any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement section 201 of the Clean Water Act, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and acquisition of the land that will be an integral part of the treatment process (including land use for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction.

**“Trustee”** shall mean The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana, in its capacity as trustee or its successor under the Wastewater SRF Indenture.

**“2014 Appropriations Act”** shall mean the Consolidated Appropriations Act, 2014 (also known as H.R. 3457), and other laws, regulations and guidance supplemental thereto (including the Clean Water Act), as amended and supplemented from time to time.

**“Wastewater SRF Fund”** shall mean the wastewater revolving loan fund as established by I.C. 5-1.2-10-2.

**“Wastewater SRF Indenture”** shall mean the Seventh Amended and Restated Wastewater SRF Trust Indenture, dated as of September 1, 2019 between the Finance Authority (as successor by operation of law to the State in all matters related to the Wastewater SRF Program) and the Trustee, as amended and supplemented from time to time.

(End of Article I)



## ARTICLE II

### **PURPOSE OF BORROWING AND LOAN TERMS**

**Section 2.01. Amount; Purpose.** The Finance Authority agrees to Loan an amount not to exceed [ \_\_\_\_\_ ] Dollars (\$[ \_\_\_\_\_ ]) in aggregate principal amount to the Participant as Financial Assistance to pay for the Eligible Costs, as hereinafter described, of the Project on, and subject to, the terms and conditions contained herein. The Loan shall be used only to pay the following Eligible Costs: (a) eligible planning services for the production of a Preliminary Engineering Report ("Planning"), (b) eligible design services for the production of Plans and Specifications ("Design") and (c) eligible construction costs, including financing and legal costs ("Construction"). The Loan shall be funded solely from available proceeds of the Finance Authority Bonds contained in the Purchase Account or from other sources that the Finance Authority may, in its sole discretion, designate. The Loan is evidenced by the Bonds executed and delivered by the Participant contemporaneously herewith. The Bonds shall be in fully registered form, with the Finance Authority registered as the registered owner. So long as the Finance Authority is the registered owner, the principal of and redemption premium, if any, and interest on the Bonds shall be paid to the Trustee by a wire transfer referenced as follows: The Bank of New York, ABA 021 000 018, For Credit to 610026840C, Account Name: City of South Bend Sewage Works, Attn: Derick Rush. The Participant agrees to undertake and complete the Project and to receive and expend the Loan proceeds in accordance with this Agreement.

#### **Section 2.02. The Bonds.**

(a) Until paid, the Bonds will bear interest at the per annum rate of [ \_\_\_\_\_ ] percent ([ \_\_\_\_\_ ]%). Such interest shall be calculated on the basis of a 360 day year comprised of twelve 30 day months, and be as provided in I.C. 5-1.2-10-15 and -20. Interest, if any, on the Bonds will be payable on June 1 and December 1 of each year, commencing [ \_\_\_\_\_ ] 1, 20[ \_\_\_\_]. The Bonds will be in the aggregate principal amount of [ \_\_\_\_\_ ] Dollars (\$[ \_\_\_\_\_ ]). Subject to Section 2.05 and 2.06 herein, the Bonds will mature on December 1 through December 1, 2032, and then on June 1 and December of each of the years set forth in, and at the principal amount set opposite each such month and year set forth in the schedule contained in the attached Exhibit B to this Agreement (which is hereby incorporated by reference); provided, however, notwithstanding the foregoing or the terms of the Bonds to the contrary, no maturity of Bonds shall extend beyond the date which is thirty-five (35) years after the date of this Agreement. If the maturity date for any Bonds is beyond such date, unless otherwise agreed to, such Bonds, together with accrued and unpaid interest thereon, will be due and payable on such date.

(b) The Bonds will be subject to redemption by the Participant as provided in the Authorizing Instrument; provided however that in no event shall the Participant exercise any provision contained in the Authorizing Instrument or the Bonds permitting a redemption of the Bonds at the option of the Participant unless and until such has been consented by the Authority. The Loan, and the Bonds evidencing it, will be subject to payment by the Participant as provided in this Agreement.

(c) The form and other terms of the Bonds will be in conformity with the Authorizing Instrument.

(d) The additional terms contained in the attached Exhibit D are applicable to this Loan (as and to the extent set forth in Exhibit D) to the same effect as if such were set forth in this section.

**Section 2.03. Disbursement Conditions.** Each of the following shall be a condition precedent to the disbursement of the Loan or any portion thereof (including from the Construction Fund):

(a) (1) With respect to procurement of professional services related to the Project to be paid from Loan proceeds, the Participant shall have complied with applicable State law and SRF Policy Guidelines. Additionally costs related Planning and Design shall only be Eligible Costs upon compliance with paragraph A of the attached Exhibit D. (2) With respect to procurement of all other goods and services related to the Project to be paid from Loan proceeds, the Participant shall have complied with I.C. 36-1-12 and SRF Policy Guidelines.

(b) No representation, warranty or covenant of the Participant contained in this Agreement or in any paper executed and delivered in connection with the transactions contemplated by this Agreement shall be false or inaccurate in any material respect.

(c) The Participant shall undertake and faithfully perform each of its obligations, agreements and covenants contained in this Agreement, the Authorizing Instrument and the Bonds.

(d) There shall be available to the Finance Authority uncommitted funds in an amount sufficient to satisfy the Finance Authority's obligations hereunder from the proceeds of Finance Authority Bonds in the Purchase Account or from other sources that the Finance Authority may, in its sole discretion, designate; provided however, once Loan proceeds have been deposited in the Construction Fund, such condition shall be deemed satisfied.

(e) The Participant shall have undertaken all actions necessary to comply with and satisfy the conditions and requirements for a Loan secured with money made available from the Wastewater SRF Fund as set forth in federal and State statutes, rules and regulations, including I.C. 5-1.2-10, SRF Policy Guidelines, the Clean Water Act and 40 C.F.R. Part 35.

(f) Prior to making any Loan disbursement to pay any Construction costs, the Project shall have been approved by the State's Historical Preservation Officer in a manner consistent with the policies and practices of the Wastewater SRF Program (the "Historical Preservation Approval"). Notwithstanding any provision of this Agreement to the contrary, in the event a Historical Preservation Approval has not been given within four (4) months after the date of this Agreement, the Finance Authority may, in its sole

discretion, (i) reduce the aggregate amount of the Loan to the amount then disbursed and outstanding under this Agreement and (ii) if any amounts are held in the Construction Fund, require a Loan Reduction Payment pursuant to Section 2.06 herein as if it were a date that was three (3) years after the dated date of the Bonds. Upon giving notice to the Participant of such action, no further Loan disbursement (including from the Construction Fund) may be made under this Agreement unless consented to by the Finance Authority.

(g) In the event the Bonds are payable from rates and charges of the Treatment Works and if requested by the Finance Authority, the Participant shall provide evidence satisfactory to the Finance Authority demonstrating that such rates and charges are at a level adequate to produce and maintain sufficient net revenue after providing for the proper Operation and Maintenance of the Treatment Works, on a proforma basis consistent with SRF Policy Guidelines, to provide 1.25x coverage on all obligations of the Treatment Works (including the Bonds).

**Section 2.04. Disbursement Procedures.** Loan proceeds (including any held from time to time in the Construction Fund) shall be disbursed to the Participant by the Disbursement Agent for actual Eligible Costs incurred with respect to the Project. The Finance Authority may, in its discretion, cause Loan disbursements to be made (a) directly to the person or entity identified in the Disbursement Request to whom payment is due, or (b) if advised in writing by the Participant that I.C. 36-1-12-14 or a similar law applies to the Project, to the Participant for purposes of collecting retainage, or some combination thereof. Any Loan proceeds in excess of the amount subject to retainage controlled by the Participant will be immediately remitted to the person or entity to whom payment is due, no later than three (3) Business Days after receipt or the date such Loan proceeds are no longer subject to retainage. The Finance Authority may, in its discretion, cause Loan disbursements to be made from time to time, in whole or in part, to the Participant's Construction Fund for disbursement consistent with this Agreement. Loan disbursements shall not be made more frequently than monthly and shall only be made following the submission of a Disbursement Request to the Finance Authority. Disbursement Requests shall be approved by the Director of Environmental Programs prior to submission to the Disbursement Agent for a Loan disbursement. Disbursement Requests shall be numbered sequentially, beginning with the number 1.

**Section 2.05. Effect of Disbursements.** Loan disbursements made to or for the benefit of the Participant shall be deemed to be a purchase of the Bonds in such amounts and with such maturities as achieves as level debt service as practicable, and with no maturity longer than the original maturity schedule; provided that any principal payments originally scheduled under Section 2.02 herein as being due prior to one year after Substantial Completion of Construction shall first be deemed to be a purchase of the Bonds in order of maturity. The deposit of Loan proceeds in the Construction Fund shall be deemed to be a purchase of the Bonds. Interest on the Loan commences on disbursement of the Loan to or for the benefit of the Participant (including any amounts disbursed to the Construction Fund) by the Finance Authority and the Bonds shall be deemed to be purchased in the full amount thereof. Each disbursement (including any amounts disbursed from the Construction Fund) shall be made pursuant to a Disbursement Request. In the event any Loan disbursement (including any amounts disbursed from the Construction Fund) shall be made in excess of Eligible Costs, such excess disbursements shall be immediately paid by the



Participant to the Disbursement Agent (and if made from any amounts held in the Construction Fund, shall be immediately deposited by the Participant into such Construction Fund) and thereafter may, subject to the terms and conditions set forth in this Agreement, be applied thereafter to pay Eligible Costs of the Project by the Participant.

**Section 2.06. Acknowledgment of Amount of Loan; Final Disbursement.** (a) Within 30 days after any request by the Finance Authority from time to time, the Participant shall execute and deliver to the Finance Authority an acknowledgment in the form prescribed by the Finance Authority which acknowledges the outstanding principal of and interest on the Bonds. Unless the Finance Authority consents in writing, no Loan disbursement shall be made more than one year after Substantial Completion of Construction. After Substantial Completion of Construction, upon the request of the Finance Authority, the Participant shall replace, at its expense, the Bonds with substitutes issued pursuant to the Authorizing Instrument to evidence the outstanding principal under the Loan.

(b) In the event there remains a balance (inclusive of Loan proceeds and any earnings) in the Construction Fund on the date that is the earlier of (i) one year after Substantial Completion of Construction or (ii) three (3) years after the dated date of the Bonds (or in either such circumstance, such later date as the Finance Authority may approve in its discretion), the Participant agrees to make a Loan Reduction Payment, to the Finance Authority within 10 days after any Finance Authority written demand. Any Loan Reduction Payment shall be applied to pay principal in such amounts and with such maturities as achieves as level debt service as practicable consistent with methodology prescribed in the Authorizing Instrument and as originally applied to the Bonds, and with no maturity longer than the original maturity schedule; provided that any principal payments originally scheduled under Section 2.02 herein as being due prior to the Loan Reduction Payment shall be unaffected by such payment. If the Authorizing Instrument permits the Participant to apply Bond proceeds to pay interest accruing on or before Substantial Completion of Construction, the Participant may seek to reimburse itself for such interest costs it has paid pursuant to a Disbursement Request provided. If the Participant fails to make such Loan Reduction Payment by such date, the Finance Authority and Deposit Agreement Counterparty are authorized to cause any balance held in the Construction Fund to be so applied without further direction and authorization from the Participant. Notwithstanding the foregoing, if requested by the Finance Authority, in lieu of the Participant making a Loan Reduction Payment, the Finance Authority may in its discretion require the Participant to hold any remaining balance (inclusive of Loan proceeds and any earnings) in the Construction Fund until such amounts may be applied on the first optional redemption date applicable to the Bonds, and upon any such request, the Participant agrees to cause such amounts to be so held and applied on such date.

(End of Article II)

### ARTICLE III

#### **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTICIPANT**

**Section 3.01. Planning, Design and Construction Covenants.** The Participant hereby covenants and agrees with the Finance Authority that the Participant will:

(a) Provide information as requested by the Finance Authority to determine the need for, or to complete any necessary, environmental review or analysis.

(b) Comply with the procurement procedures and affirmative action requirements contained in SRF Policy Guidelines in the Planning, Design and Construction of the Project to the extent that such are to be paid from Loan proceeds.

(c) With respect to prime and first tier contract awards, report minority and women business enterprise utilization in the Planning, Design and Construction of the Project, to the extent that such are to be paid from Loan proceeds, by executing and delivering Agency Form SF 5700-52 to the Finance Authority whenever any agreements or subagreements are awarded. (These reports must be submitted on regular reporting cycles consistent with SRF Policy Guidelines commencing after such agreement or subagreement is awarded.)

(d) Comply with all applicable federal, State and local statutes, rules and regulations relating to the acquisition and construction of the Treatment Works.

(e) In the event Construction is to be paid from Loan proceeds, prior to an award of any contract for Construction of the Project, obtain a construction permit from the Department and receive the written approval of the Finance Authority of the Preliminary Engineering Report.

(f) Obtain the property rights necessary to construct the Treatment Works and, in procuring any such rights comply with federal and State law.

(g) In the event Construction is to be paid from Loan proceeds, comply with the federal Davis-Bacon Act, codified at 40 U.S.C. 276a-276a-5 unless separately waived by the Finance Authority.

(h) In the event Construction is to be paid from Loan proceeds, execute and deliver to the Finance Authority Agency Form 4700-4 ("Pre-award Compliance Review Report for Wastewater Treatment Construction Grants") and such other forms as may be required by the Clean Water Act or SRF Policy Guidelines.

(i) In the event Construction is to be paid from Loan proceeds, follow guidance issued by the Finance Authority in procuring contracts for Construction, including (1) submission to the Finance Authority of Project change orders, (2) obtaining approval from

the Director of Environmental Programs of any Project change order which significantly changes the scope or Design of the Project or, when taking into account other change orders and contracts, are reasonably expected to result in expenditures in an amount greater than the Loan, (3) receiving approval from the Director of Environmental Programs prior to the award of any contract for Construction and (4) receiving authorization from the Director of Environmental Programs prior to initiating procurement of Construction of the Project.

(j) In the event Construction is to be paid from Loan proceeds, before awarding Construction contracts, receive approval of the Director of Environmental Programs for the user charge system (including any use ordinance and interlocal agreement) associated with the Project.

(k) In the event Construction is to be paid from Loan proceeds, cause the Project to be constructed in accordance with the Preliminary Engineering Report and Plans and Specifications, using approved contract papers.

(l) Permit the Finance Authority and its agents to inspect from time to time (1) the Project, (2) the Treatment Works and (3) the books and other financial records of the Treatment Works, including the inspections described in SRF Policy Guidelines. Construction contracts shall provide that the Finance Authority or its agents will have access to the Project and the work related thereto and that the Participant's contractor will provide proper facilities for such access and inspection. All files and records pertaining to the Project shall be retained by the Participant for at least six years after Substantial Completion of Construction.

(m) Upon Substantial Completion of Construction and when requested by the Finance Authority, provide audited reports to the Finance Authority to permit the Finance Authority to determine that the Loan proceeds have been used in compliance with this Agreement.

(n) In the event Construction is to be paid from Loan proceeds, within one year of Substantial Completion of Construction, consistent with SRF Policy Guidelines, certify to the Finance Authority that the Project meets performance standards, or if not met, (1) submit to the Finance Authority (or if directed by the Finance Authority, to the Department) a corrective action plan and (2) promptly and diligently undertake any corrective action necessary to bring the Project into compliance with such standards.

(o) In the event Construction is to be paid from Loan proceeds, within one year of Substantial Completion of Construction, provide as-built plans (if requested by the Finance Authority) for the Project to the Finance Authority (or if directed by the Finance Authority, to the Department).

**Section 3.02. General Covenants.** The Participant hereby covenants and agrees with the Finance Authority that the Participant will:



(a) Comply with all applicable federal, State and local statutes, rules and regulations relating to Operation and Maintenance.

(b) (1) Own, operate and maintain the Project and the Treatment Works for their useful life, or cause them to be operated and maintained for their useful life; (2) at all times maintain the Treatment Works in good condition and operate it in an efficient manner and at a reasonable cost; and (3) not sell, transfer, lease or otherwise encumber the Treatment Works or any portion thereof or any interest therein without the prior written consent of the Finance Authority.

(c) Obtain and maintain the property rights necessary to operate and maintain the Treatment Works, and in procuring any such rights, comply with federal and State law.

(d) Acquire and maintain insurance coverage acceptable to the Finance Authority, including fidelity bonds, to protect the Treatment Works and its operations. All insurance shall be placed with responsible insurance companies qualified to do business under State law. Insurance proceeds and condemnation awards shall be used to replace or repair the Treatment Works unless the Finance Authority consents to a different use of such proceeds or awards.

(e) Establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) in accordance with (1) generally accepted governmental accounting principles, as promulgated by the Government Accounting Standards Board (including GASB No. 34 standards relating to the reporting of infrastructure) and (2) the rules, regulations and guidance of the State Board of Accounts.

(f) Provide to the Finance Authority and not the Agency (unless specifically requested by the Agency) such periodic financial and environmental reports as it may request from time to time, including (1) annual operating and capital budgets and (2) any and all environmental data related to the Project that is required to be reported. Additionally, the Participant shall provide such other information requested or required of the Finance Authority or the Participant by the Agency.

(g) Provide to the Finance Authority audited financial statements of the Participant inclusive of the activities of the Treatment Works, commencing with financial statements for a calendar year period that ends not more than two (2) years after the date of this Agreement (and for each calendar year period that ends every two (2) years thereafter until the Loan has been repaid), which audit (i) shall have been performed by the Indiana State Board of Accounts or by an independent public accountant and (ii) shall be submitted to the Finance Authority no later than nine (9) months following the end of the calendar year period to which such audit pertains.

(h) Continue to update, implement, and maintain an Asset Management Program (including a Fiscal Sustainability Plan) of the Participant that meets SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act. The Participant

acknowledges and agrees that its agreement to continue to update, implement, and maintain an Asset Management Program (including a Fiscal Sustainability Plan) as provided in this subsection was a condition of the Loan and that the Participant's Asset Management Program (including a Fiscal Sustainability Plan) was certified prior to the date of Participant's submission of its Preliminary Engineering Report. Over the term of the Loan, the Participant further agrees to continue to update, implement and maintain the Participant's Asset Management Program (including a Fiscal Sustainability Plan) to assure it has the financial, managerial, technical, and legal capability to operate and maintain its Treatment Works consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

(i) Provide notice to the Finance Authority under the circumstances contemplated, and undertake inspections as required, by SRF Policy Guidelines.

(j) (1) Establish and maintain just and equitable rates and charges for the use of and the service rendered by the Treatment Works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses the Treatment Works, or that in any way uses or is served by the Treatment Works, (2) establish, adjust and maintain rates and charges at a level adequate to produce and maintain sufficient revenue (when determined including user and other charges, fees, income or revenues available to the Participant, provided that to the extent permitted by law System Development Charges shall be excluded when determining if such are sufficient) to provide for the proper Operation and Maintenance of the Treatment Works, to comply with and satisfy all covenants contained herein and to pay all obligations of the Treatment Works and of the Participant with respect thereto, and (3) if and to the extent Bonds are payable from property taxes, levy each year a special ad valorem tax upon all property located in the boundaries of the Participant, to pay all obligations of the Participant with respect thereto.

(k) If the Bonds are payable from the revenues of the Treatment Works, not borrow any money, enter into any contract or agreement or incur any other liabilities in connection with the Treatment Works without the prior written consent of the Finance Authority if such undertaking would involve, commit or use the revenues of the Treatment Works; provided that the Participant may authorize and issue additional obligations, payable out of the revenues of its Treatment Works, ranking on a parity with the Bonds for the purpose of financing the cost of future additions, extensions and improvements to the Treatment Works, or to refund obligations of the Treatment Works, subject to the conditions, if any, in the Authorizing Instrument.

(l) Comply with the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d et seq., the Age Discrimination Act, as amended, Public Law 94-135, Section 504 of the Rehabilitation Act of 1973, as amended (including Executive Orders 11914 and 11250), 29 U.S.C. Section 794, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500, Executive Order 11246 regarding equal employment opportunity, and Executive Orders 11625 and 12138.

(m) Undertake all actions necessary to investigate all potential, material claims which the Participant may have against other persons with respect to the Treatment Works and the Project and take whatever action is necessary or appropriate to (1) recover on any actionable, material claims related to the Project or the Planning, Design or Construction thereof, (2) meet applicable Project performance standards and (3) otherwise operate the Treatment Works in accordance with applicable federal, State and local law.

(n) Not modify, alter, amend, add to or rescind any provision of the Authorizing Instrument without the prior written consent of the Finance Authority.

(o) In the event the Participant adopts an ordinance or resolution to refund the Bonds, within 5 days of the adoption of the ordinance or resolution, provide written notice to the Finance Authority of the refunding. Any refunding of the Bonds shall only be undertaken by the Participant with the prior written consent of the Finance Authority.

(p) In any year in which total expenditures of Federal financial assistance received from all sources exceeds \$750,000 the Participant shall comply with the Federal Single Audit Act (SAA) of 1984, as amended by the Federal Single Audit Act Amendments of 1996 (see 2 CFR 200 Subpart F) and have an audit of their use of Federal financial assistance. The Participant agrees to provide the Finance Authority with a copy of the SAA audit within 9 months of the audit period.

(q) Inform the Finance Authority of any findings and recommendations pertaining to the SRF program contained in an audit of 2 CFR 200 Subpart F (a/k/a "Super Circular") matters in which SRF Federal financial assistance was less than \$750,000.

(r) Initiate within 6 months of the audit period corrective actions for those audit reports with findings and recommendations that impact the SRF financial assistance.

(s) Notwithstanding anything in the Authorizing Instrument related to the Bonds (or in any authorizing instrument related to any other outstanding bonds payable from the revenues of the Treatment Works which are on a parity with the Bonds) to the contrary, in the event any Credit Provider that has provided a Credit Instrument fails to be rated on a long term basis at least "A-/A3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors (such Credit Instrument, a "Disqualified Instrument"), within 12 months of such failure (or pursuant to such other schedule as may be approved by the Finance Authority), the Participant shall cause cash (or a replacement Credit Instrument from a Credit Provider that is rated on a long term basis at least "AA-/Aa3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors)(or some combination thereof) in an aggregate amount equal to the stated credit available under the Disqualified Instrument(s) to be deposited in the related reserve account(s) in lieu of such Disqualified Instrument(s). No Disqualified Instrument shall be included as part of the reserve balance which satisfies any such reserve requirement under any such authorizing instrument. Nothing in this subsection shall waive or modify additional requirements contained in any such authorizing instrument (including



the Authorizing Instrument related to the Bonds); the provisions of this subsection and any such authorizing instrument (including the Authorizing Instrument related to the Bonds) shall both be required to be met. Unless and until notice shall be given by the Finance Authority to the Participant, a surety policy issued by MBIA Insurance Corporation or Financial Guaranty Insurance Company that has been reinsured by National Public Finance Guarantee Corporation (formerly known as MBIA Insurance Corp. of Illinois) shall not be treated as a Disqualified Instrument.

(t) (i) comply with Title 40 CFR Part 34 (New Restrictions on Lobbying) and the Byrd Anti-Lobbying Amendment ("Lobbying Restrictions"); (ii) provide certifications and disclosures related to Lobbying Restrictions in a form and manner as may from time to time be required by SRF Policy Guidelines or the Clean Water Act including without limitation the Lobbying Restrictions; and (iii) pay any applicable civil penalty required by the Lobbying Restrictions as may be applicable to making a prohibited expenditure under Title 40 CFR Part 34, or failure to file any required certification or lobbying disclosures. The Participant understands and acknowledges that pursuant to such Lobbying Restrictions, the making of any such prohibited expenditure, or any such failure to file or disclose, is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

(u) Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

(v) Comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

(w) Whenever from time to time requested by the Finance Authority, submit evidence satisfactory to the Finance Authority demonstrating that the Participant's rates and charges are at a level adequate to produce and maintain sufficient net revenue after providing for the proper Operation and Maintenance of the Treatment Works, on a proforma basis consistent with SRF Policy Guidelines, to provide 1.25x coverage on all obligations of the Treatment Works (including the Bonds) and, in the event the Participant's rates and charges are insufficient to demonstrate such coverage, then to the

extent permitted by law annually enact an increase in its rates and charges reasonably designed to be consistent with SRF Policy Guidelines regarding such coverage.

(x) Notwithstanding any provision of the Authorization Instrument to the contrary, not make any payment in lieu of property taxes from any account of the Treatment Works (i) if the Finance Authority provides notice to the Participant that the Finance Authority has determined in its reasonable discretion that such a transfer adversely affects the Finance Authority and (ii) more frequently than semiannually if the Authority provides notice to the Participant so requiring such a limitation on frequency.

(y) Comply with all requirements of this Agreement applicable to the Loan (including those imposed by the attached Exhibit D).

**Section 3.03. Representations and Warranties of the Participant.** After due investigation and inquiry, the Participant hereby represents and warrants to the Finance Authority that:

(a) The Participant is duly organized and existing under State law, and constitutes a “political subdivision” within the meaning of I.C. 5-1.2-2-57) and a “participant” within the meaning of I.C. 5-1.2-2-54. The Project and the Treatment Works are subject to I.C. 36-9-23.

(b) The Participant has full power and authority to adopt the Authorizing Instrument, enter into this Agreement and issue the Bonds and perform its obligations hereunder and thereunder.

(c) By all required action, the Participant has duly adopted the Authorizing Instrument and authorized the execution and delivery of this Agreement, the Bonds and all other papers delivered in connection herewith.

(d) Neither the execution of, nor the consummation of the transaction contemplated by, this Agreement nor the compliance with the terms and conditions of any other paper referred to herein, shall conflict with, result in a breach of or constitute a default under, any indenture, mortgage, lease, agreement or instrument to which the Participant is a party or by which the Participant or its property, including the Treatment Works, is bound or any law, regulation, order, writ, injunction or decree of any court or governmental agency or instrumentality having jurisdiction.

(e) There is no litigation pending or, to the knowledge of the Participant, upon investigation, threatened that (1) challenges or questions the validity or binding effect of this Agreement, the Authorizing Instrument or the Bonds or the authority or ability of the Participant to execute and deliver this Agreement or the Bonds and perform its obligations hereunder or thereunder or (2) would, if adversely determined, have a significant adverse effect on the ability of the Participant to meet its obligations under this Agreement, the Authorizing Instrument or the Bonds.

(f) The Participant has not at any time failed to pay when due interest or principal on, and it is not now in default under, any warrant or other evidence of obligation or indebtedness of the Participant.

(g) All information furnished by the Participant to the Finance Authority or any of the persons representing the Finance Authority in connection with the Loan or the Project is accurate and complete in all material respects including compliance with the obligations, requirements and undertakings imposed upon the Participant pursuant to this Agreement.

(h) The Participant has taken or will take all proceedings required by law to enable it to issue and sell the Bonds as contemplated by this Agreement.

(i) For any outstanding bonds payable from the revenues of the Treatment Works which are on a parity with the Bonds, each Credit Provider, if any, that has provided a Credit Instrument is at least rated on a long term basis "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc., and their successors, except as represented and set forth in Exhibit C attached thereto (and with respect to which true, accurate and complete copies of each such Credit Instrument have been delivered to the Finance Authority).

Each of the foregoing representations and warranties will be deemed to have been made by the Participant as of the date of this Agreement and as of the date of any disbursement of Loan proceeds (including from the Construction Fund). Each of the foregoing representations and warranties shall survive the Loan disbursements regardless of any investigation or investigations the Finance Authority may have undertaken.

**Section 3.04. Covenants Regarding Assignment.** The Participant acknowledges that the Finance Authority may pledge, sell or assign the Bonds or cause the Bonds to be pledged, sold or assigned, and certain of its rights related thereto, as permitted pursuant to Section 5.02 herein. The Participant covenants and agrees to cooperate with and assist in, at its expense, any such assignment. Within 30 days following a request by the Finance Authority, the Participant covenants and agrees with the Finance Authority that the Participant will, at its expense, furnish any information, financial or otherwise, with respect to the Participant, this Agreement, the Authorizing Instrument and the Bonds and the Treatment Works as the Finance Authority reasonably requests in writing to facilitate the sale or assignment of the Bonds.

**Section 3.05. Nature of Information.** All information furnished by the Participant to the Finance Authority or any person representing the Finance Authority in connection with the Loan or the Project may be furnished to any other person the Finance Authority, in its judgment, deems necessary or desirable in its operation and administration of the Wastewater SRF Program.

**Section 3.06. Tax Covenants.** The Participant hereby covenants that it will not take, or cause or permit to be taken by it or by any party under its control, or fail to take or cause to permit to be taken by it or by any party under its control, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to



Section 103 of the Code. The Participant further covenants that it will not do any act or thing that would cause the Bonds to be “private activity bonds” within the meaning of Section 141 of the Code or “arbitrage bonds” within the meaning of Section 148 of the Code. In furtherance and not in limitation of the foregoing, the Participant shall take all action necessary and appropriate to comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable to the Participant or the Bonds, including accounting for and making provision for the payment of any and all amounts that may be required to be paid to the United States of America from time to time pursuant to Section 148 of the Code.

**Section 3.07. Non-Discrimination Covenant.** Pursuant to and with the force and effect set forth in I.C. 22-9-1-10, the Participant hereby covenants that the Participant, and its contractor and subcontractor for the Project, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry.

(End of Article III)

## ARTICLE IV

### DEFAULTS

**Section 4.01. Remedies.** The Finance Authority's obligation to make a disbursement under the Loan to the Participant hereunder may be terminated at the option of the Finance Authority, without giving any prior notice to the Participant, in the event: (a) the Participant fails to undertake or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein or in any paper entered into or delivered in connection herewith (including the Authorizing Instrument); or (b) any representation or warranty made by the Participant as set forth herein or in any paper entered into or delivered in connection herewith is materially false or misleading. Any such event shall constitute an event of default and in addition to any other remedies at law or in equity, the Finance Authority may (x) require a Loan Reduction Payment pursuant to Section 2.06 herein as if it were a date that was three (3) years after the dated date of the Bonds, (y) in the event a Deposit Agreement has not previously been entered into related to the Participant's Bond Fund (including any related reserve), require the Participant to enter into a Deposit Agreement (or to modify any such previously entered Deposit Agreement) and the Participant shall enter into (or modify) such an agreement within 5 days after any such demand and (z) without giving any prior notice, declare the entire outstanding principal amount of the Loan, together with accrued interest thereon, immediately due and payable.

**Section 4.02. Effect of Default.** Failure on the part of the Finance Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Finance Authority by this Agreement or by law shall not make the Finance Authority liable in damages to the Participant or relieve the Participant from paying any Bond or fully performing any other obligation required of it under this Agreement or the Authorizing Instrument; provided, however, that the Participant may have and pursue any and all other remedies provided by law for compelling performance by the Finance Authority of such obligation assumed by or imposed upon the Finance Authority. The obligations of the Finance Authority hereunder do not create a debt or a liability of the Finance Authority or the State under the constitution of the State or a pledge of the faith or credit of the Finance Authority or the State and do not directly, indirectly or contingently, obligate the Finance Authority or the State to levy any form of taxation for the payment thereof or to make any appropriation for their payment. Neither the Finance Authority or the State, nor any agent, attorney, member or employee of the Finance Authority or the State shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

**Section 4.03. Defaults under Prior Agreement.** The Participant and the Finance Authority agree that any event of default occurring under the Prior Agreement shall constitute an event of default under this Agreement. Similarly, the Participant and the Finance Authority agree that any event of default under this Agreement, or under any subsequent financial assistance agreement entered into between the Participant and the Finance Authority, shall constitute an event of default under the Prior Agreement and the subsequent financial assistance agreement, if any, as the case may be.

(End of Article IV)



## ARTICLE V

### MISCELLANEOUS

**Section 5.01. Citations.** Any reference to a part, provision, section or other reference description of a federal or State statute, rule or regulation contained herein shall include any amendments, replacements or supplements to such statutes, rules or regulation as may be made effective from time to time. Any reference to a Loan disbursement shall include any disbursement from the Construction Fund. Any use of the term “including” herein shall not be a limitation as to any provision herein contained but shall mean and include, without limitation, the specific matters so referenced.

**Section 5.02. Assignment.** Neither this Agreement, nor the Loan or the proceeds thereof may be assigned by the Participant without the prior written consent of the Finance Authority and any attempt at such an assignment without such consent shall be void. The Finance Authority may at its option sell or assign all or a portion of its rights and obligations under this Agreement, the Authorizing Instrument, and the Bonds to an agency of the State or to a separate body corporate and politic of the State or to a trustee under trust instrument to which the Finance Authority, the State or any assignee is a beneficiary or party. The Finance Authority may at its option pledge or assign all or a portion of its rights under this Agreement, the Authorizing Instrument, and the Bonds to any person. The Participant hereby consents to any such pledge or assignment by the Finance Authority. This Agreement shall be binding upon and inure to the benefit of any permitted secured party, successor and assign.

**Section 5.03. No Waiver.** Neither the failure of the Finance Authority nor the delay of the Finance Authority to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other further exercise of any other right, power or privilege.

**Section 5.04. Modifications.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

**Section 5.05. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties and representations, either written or oral, expressed or implied between the parties hereto other than as herein set forth or as may be made in the Authorizing Instrument and the other papers delivered in connection herewith. In the event there is a conflict between the terms of this Agreement and the Authorizing Instrument, the terms of this Agreement shall control. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto. This Agreement shall not be deemed to be a merger or integration of the existing terms under the Prior Agreement except as expressly set forth in Section 4.03 herein.

**Section 5.06. Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be executed by the Finance Authority and the

Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

**Section 5.07. Severability of Invalid Provisions.** If any one or more of the covenants or agreements provided in this Agreement on the part of the Finance Authority or the Participant to be performed shall be deemed by a court of competent jurisdiction to be contrary to law or cause the Bonds to be invalid as determined by a court of competent jurisdiction, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements and waived and shall in no way affect the validity of the other provisions of this Agreement.

**Section 5.08. Notices.** All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally or sent or transmitted to the appropriate destination as set forth below in the manner provided for herein. Notice to the Finance Authority shall be addressed to:

Indiana Finance Authority  
SRF Programs  
100 North Senate, Room 1275  
Indianapolis, Indiana 46204  
Attention: Director of Environmental Programs

or at such other address(es) or number(s) and to the attention of such other person(s) as the Finance Authority may designate by notice to the Participant. Notices to the Participant shall be addressed to:

City of South Bend  
City Hall  
City-County Building  
227 W. Jefferson Boulevard  
South Bend, Indiana 46601  
Attention: Controller

or at such other address(es) or number(s) and to the attention of such other person(s) as the Participant may designate by notice to the Finance Authority. Any notice hereunder shall be deemed to have been served or given as of (a) the date such notice is personally delivered, (b) three (3) Business Days after it is mailed U.S. mail, First Class postage prepaid, (c) one (1) Business Day after it is sent on such terms by Federal Express or similar next-day courier, or (d) the same day as it is sent by facsimile transmission with telephonic confirmation of receipt by the person to whom it is sent.

**Section 5.09. Expenses.** The Participant covenants and agrees to pay (a) the fees, costs and expenses in connection with making the Loan, including issuing the Bonds and providing the necessary certificates, documents and opinions required to be delivered therewith; (b) the fees, costs and expenses in connection with making and administering the Loan; (c) the costs and expenses of complying with its covenants made herein; and (d) any and all costs and expenses, including attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this Agreement, the Authorizing Instrument and the Bonds in the event of the breach by the Participant of or a default under this Agreement, the Authorizing Instrument or the Bonds. Notwithstanding clause (b) above, the Participant shall not be obligated to pay any of the fees, costs and expenses in connection with administering the Loan except as follows: (1) the Finance Authority may request and the Participant shall promptly pay (no later than the date first above written), a closing fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding \$1,500, which may not be paid from a Loan disbursement; (2) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), an annual administrative fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding \$1,500, which may not be paid from a Loan disbursement; (3) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-Use Fee in connection with the Loan, which may not be paid from a Loan disbursement; (4) for so long as the Finance Authority is the registered owner of the Bonds, at the direction of the Finance Authority, the interest rate on the Bonds may be adjusted to lower the interest rate on the Bonds, and the difference between the amount payable as the original rate on the Bonds and the lower rate shall be deemed an additional administrative fee in connection with the Wastewater SRF Program; and (5) the Participant shall only be obligated to pay fees, costs and expenses of the Finance Authority's counsel and financial advisers in connection with making the Loan, which may be paid from a Loan disbursement.

**Section 5.10. Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

**Section 5.11. Term.** This Agreement shall terminate at such time as the Participant has fully met and discharged all of its obligations hereunder, which term may extend beyond the final payment of the Bonds or provision for the payment of the Bonds pursuant to the Authorizing Instrument.

**Section 5.12. Non-Collusion.** The undersigned attests, subject to the penalties of perjury, that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has any other officer or representative of the Participant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive pay, and that the undersigned has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to customary services rendered in connection with the Loan.



**Section 5.13. Federal Award Information.** The CFDA Number for the Finance Authority's Wastewater SRF Program (also known as the Clean Water SRF Loan Program) is 66.458 and the Federal Agency & Program Name is "US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds."

(End of Article V)

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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

**CITY OF SOUTH BEND, INDIANA**

**INDIANA FINANCE AUTHORITY**

“Participant”

“Finance Authority”

By: \_\_\_\_\_

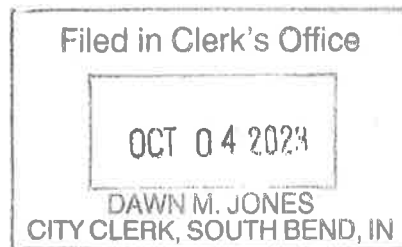
By: \_\_\_\_\_

Printed: \_\_\_\_\_

James P. McGoff  
Director of Environmental Programs

Title: \_\_\_\_\_

Attest: \_\_\_\_\_



(Signature Page to Financial Assistance Agreement)

Error! Unknown document property name.

**EXHIBIT A**  
**Project Description**

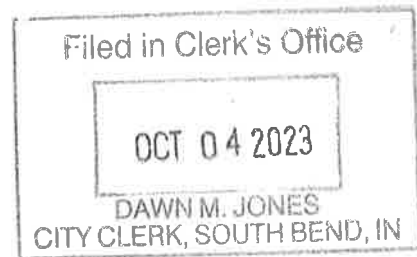
The Project consists of the following improvements to the Participant's Treatment Works:

- Final Clarifier Nos. 1-3 influent channel improvements, including new concrete influent channel cover; and abandoned RAS pits fill and cover;
- Final Clarifier Nos. 1-3 rehabilitation, including replacement sludge collector mechanisms (GPR), effluent weirs, scum baffle and launders; new density current baffles and scum removal equipment; modified return sludge piping; conversion from rim feed to center feed type (GPR) with new influent piping and junction box; structural repairs; and replacement handrailing;
- Final Clarifier Nos. 1-3 flow control improvements, including relocated influent gates; instrumentation and SCADA; and associated electrical work; and
- Associated site work, including grading, seeding, sidewalk, and piping.

The Project contains components that are GPR Projects, which GPR Projects Expenditures have been determined and are expected as of the date of this Agreement to be in the amount as set forth in the Participant's business case or categorical exclusion which is posted at [www.srf.in.gov](http://www.srf.in.gov).

The Project is more fully described in, and shall be in accordance with, the Preliminary Engineering Report and the Plans and Specifications approved by the Finance Authority (or if designated by the Finance Authority, the Department).

[End of Exhibit A]

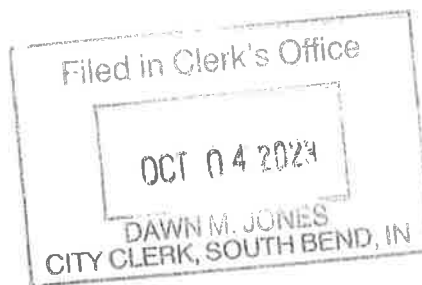




**EXHIBIT B**  
**Principal Payment Schedule for the Bonds**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Principal Amount</u>
12/01/2024	\$	12/01/2043	\$
12/01/2025		06/01/2044	
12/01/2026		12/01/2044	
12/01/2027		06/01/2045	
12/01/2028		12/01/2045	
12/01/2029		06/01/2046	
12/01/2030		12/01/2046	
12/01/2031		06/01/2047	
12/01/2032		12/01/2047	
06/01/2033		06/01/2048	
12/01/2033		12/01/2048	
06/01/2034		06/01/2049	
12/01/2034		12/01/2049	
06/01/2035		06/01/2050	
12/01/2035		12/01/2050	
06/01/2036		06/01/2051	
12/01/2036		12/01/2051	
06/01/2037		06/01/2052	
12/01/2037		12/01/2052	
06/01/2038		06/01/2053	
12/01/2038		12/01/2053	
06/01/2039		06/01/2054	
12/01/2039		12/01/2054	
06/01/2040		06/01/2055	
12/01/2040		12/01/2055	
06/01/2041		06/01/2056	
12/01/2041		12/01/2056	
06/01/2042		06/01/2057	
12/01/2042		12/01/2057	
06/01/2043		<b>TOTAL</b>	<b>\$</b>

[End of Exhibit B]

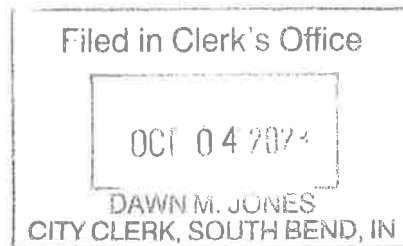


**EXHIBIT C**  
**Credit Instrument**

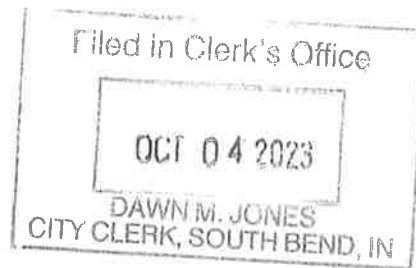
Credit Providers rated on a long term basis lower than "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc. are:

- None.

[End of Exhibit C]



**Exhibit D**  
**Additional Terms**



A. *The following additional terms in this Paragraph A are [NOT] applicable to the Loan:*

**“Equivalency Project”** shall mean a project designated by the Finance Authority as an “equivalency project” under the Clean Water Act related to the “US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds” for the federal fiscal year ending September 30, 2022 (or such later federal fiscal year as the Finance Authority may otherwise designate).

**“A/E Services”** shall mean professional services related to the Planning or Design of the Project including for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services.

**“BIL”** shall mean the Bipartisan Infrastructure Law (BIL) (P.L. 117-58), also known as the “Infrastructure Investment and Jobs Act of 2021” (IIJA), signed into law on November 15, 2021.

The Participant understands and acknowledges that the Project has been designated as an Equivalency Project and is required to meet the related applicable requirements of the Clean Water Act which among other requirements requires that for costs of Planning or Design (including costs for A/E Services) to be treated as Eligible Costs under this Agreement, such services (and the related contract) are required to be negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended). In connection with any request for disbursement of the Loan that is submitted by the Participant to the Finance Authority to provide for the payment of any costs of Planning or Design (including costs for A/E Services), the Participant represents and warrants that such costs relate only to services provided under a contract negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended).

The Participant further understands and agrees that it is required to comply with all terms of 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, which among other requirements prohibits the use of Loan proceeds by the Participant to procure (by means of entering into, extending, or renewing contracts) or obtain equipment, systems or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any Treatment Works, or as critical technology as part of any Treatment Works. Such prohibitions extend to the use of Loan proceeds by the Participant to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any Treatment Works, or as critical technology as part of any Treatment Works. The



Participant represents and warrants that it has not procured or obtained from Loan proceeds equipment, systems or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any Treatment Works, or as critical technology as part of any Treatment Works.

The Participant further understands and agrees that it shall comply with all federal requirements applicable to the assistance received (including those imposed by BIL) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the Participant has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

The Participant further understands and agrees that it shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the Finance Authority or the Agency, such as performance indicators of program deliverables, information on costs and progress of the Project. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

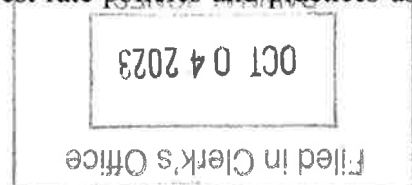
The Participant further understands and agrees that it shall comply with (i) Executive Order 14030, regarding Climate-Related Financial Risk and (ii) Executive Order 13690, regarding Flood Risk Management Standards.

The Participant further understands that the Project is being financed, in whole or in part, with BIL funds, and shall place a physical sign displaying the official *Building a Better America* emblem and Agency logo at the site of the Project.

B. *The following additional terms in this Paragraph B (related to GPR Projects and the related defined terms) are [NOT] applicable to the Loan.*

“**GPR Projects**” shall mean Project components that meet the requirement of the “Green Project Reserve (GPR) Sustainability Incentive Program” consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

“**GPR Projects Adjustment Fee**” shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program’s interest rate policies and practices using



# BILL NO. 72-23

## City of South Bend Common Council

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South Bend, Indiana 46601

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Sharon L. McBride  
President

Sheila Niezgodski  
Vice-President

Canneth Lee  
Chairperson, Committee  
of the Whole

Canneth Lee  
First District

Henry Davis, Jr.  
Second District

Sharon L. McBride  
Third District

Troy Warner  
Fourth District

Eli Wax  
Fifth District

Sheila Niezgodski  
Sixth District

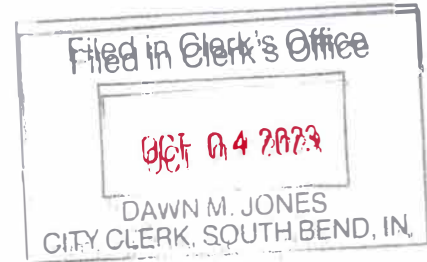
Karen L. White  
At Large

Rachel Tomas Morgan  
At Large

Lori K. Hamann  
At Large

October 4, 2023

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



**Re: AN ORDINANCE OF THE COMMON COUNCIL OF THE  
CITY OF SOUTH BEND, INDIANA SETTING THE ANNUAL  
SALARY FOR THE COMMON COUNCIL MEMBERS FOR  
CALENDAR YEAR 2024**

Dear Council Members:

I am attaching the proposed Common Council Salary Ordinance for filing. As you know, this ordinance is a part of the City budget which must be approved before November 1, 2023.

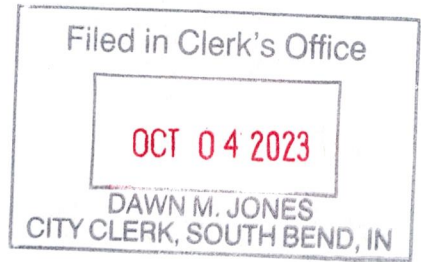
This ordinance proposes a 3% increase in Council members' salary from \$21,320 to \$21,960. This increase is in line with proposed increases for many other City employees.

In order to comply with the necessary three readings and public hearing, I ask that this be scheduled for first reading on October 9, 2023, and assigned to the Personnel and Finance Committee for second reading, followed by third reading and public hearing at the full Council meeting on October 23, 2023.

Thank you for your consideration.

Sincerely yours,

Sharon McBride, President,  
South Bend Common Council



**BILL NO. 72-23**

**ORDINANCE NO. 10986-23**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,  
INDIANA, SETTING THE ANNUAL SALARY FOR THE COMMON COUNCIL  
MEMBERS FOR CALENDAR YEAR 2024**

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**STATEMENT OF PURPOSE AND INTENT**

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Pursuant to Indiana Code § 36-4-7-2, the City's legislative body is required to fix the annual compensation of all elected officers. Such compensation may "not be changed in the year for which it is fixed, nor may it be reduced below the amount fixed for the previous year."

The following Ordinance establishes the annual compensation for each member of the nine-member South Bend Common Council.

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

Section I. The annual compensation for each member of the Common Council of the City of South Bend in calendar year 2024 shall be and hereby is established as follows:

<u>2023</u>	<u>2024</u>
\$21,320	\$21,960

Section II. This Ordinance shall be in full force and effect from and after its passage by the Common Council, approval by the Mayor and any publication required by law.

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Sharon McBride, Council President  
South Bend Common Council

Attest:

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Dawn M. Jones, 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 \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_ . m.

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Dawn M. Jones, City Clerk  
Office of the City Clerk

Approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o'clock \_\_\_\_ .m.

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James Mueller, Mayor  
City of South Bend, Indiana

