



OFFICE OF THE CITY CLERK

DAWN M. JONES, CITY CLERK

MEMORANDUM

TO: MEMBERS OF THE COMMON COUNCIL
FROM: DAWN M. JONES, CITY CLERK
DATE: MONDAY, OCTOBER 23, 2023
SUBJECT: AMENDED COMMITTEE MEETING NOTICE

The following Common Council Committee Meetings have been scheduled for **Monday, October 23, 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/10232023CC>.

<u>3:30 P.M.</u>	<u>PERSONNEL & FINANCE</u>	CHAIRPERSON, NIEZGODKSI
	Bill No. 71-23 – Sewage Works (Wastewater) Bond Ordinance	
	Bill No. 68-23 – 2024 Non-Bargaining Clerk Salary Ordinance (SUBSTITUTE)	
	Bill No. 70-23 – Amending 2023 Teamster Salary Ordinance	
	Bill No. 72-23 – Salary for the Common Council Members for Calendar Year 2024	
<u>4:00 P.M.</u>	<u>ZONING & ANNEXATION</u>	CHAIRPERSON, HAMANN

[Bill No. 23-63](#) – Resolution Adopting a Fiscal Plan for the Airport-Moss Annexation Area

[Bill No. 50-23](#) – A Zoning Ordinance for Property Located at 23114 Lincolnway West – **SUBSTITUTE BILL (PH ONLY)**

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

INFORMAL MEETING OF THE COMMON COUNCIL

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

Meeting Agenda

Monday, October 23, 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/10232023SBCC>

1. **INVOCATION**

Pastor Jason Miller – South Bend City Church

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.

[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 (**SUBSTITUTE**)

[70-23](#) PUBLIC HEARING 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](#) PUBLIC HEARING 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](#) PUBLIC HEARING 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

[50-23](#) PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, ANNEXING AND BRINGING WITHIN THE CITY LIMITS OF SOUTH

BEND, INDIANA, AND AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED AT 23114 LINCOLN WAY WEST, COUNCILMANIC DISTRICT NO. 1 IN THE CITY OF SOUTH BEND, INDIANA – **SUBSTITUTE BILL (PH ONLY)**

8. **RISE AND REPORT**

9. **REGULAR MEETING RECONVENED**

10. **BILLS ON THIRD READING**

BILL NO.

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 **(SUBSTITUTE)**

70-23 THIRD 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 THIRD 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 THIRD 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

11. RESOLUTIONS

BILL NO.

23-63 A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, ADOPTING A WRITTEN FISCAL PLAN AND ESTABLISHING A POLICY FOR THE PROVISION OF SERVICES TO AN ANNEXATION AREA IN GERMAN TOWNSHIP (AIRPORT-MOSS ANNEXATION AREA)

12. BILLS OF FIRST READING

BILL NO.

74 - 23 FIRST READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED, 1023 QUIMBY STREET, COUNCILMANIC DISTRICT NO. 4 IN THE CITY OF SOUTH BEND, INDIANA

75 - 23 FIRST READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED 1119 TWYCKENHAM DRIVE COUNCILMANIC DISTRICT NO. 4 IN THE CITY OF SOUTH BEND, INDIANA

62 - 23 FIRST READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF THE SOUTH BEND, INDIANA, AN ORDINANCE TO VACATE THE FOLLOWING DESCRIBED PROPERTY: PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 2 EAST OF THE 2ND PRINCIPAL MERIDIAN, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 49 ON THE RECORDED PLAT OF NORTHWEST ADDITION 2ND PLAT IN THE

OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA;
THENCE SOUTH 90°00'00" WEST ALONG THE SAID SOUTHERLY
RIGHT-OF-WAY LINE A DISTANCE OF 64.00 FEET; THENCE
NORTH 0°05'13" WEST A DISTANCE OF 60.00 FEET TO THE
NORTHERLY RIGHT-OF-WAY LINE OF SAID KING STREET;
THENCE NORTH 90°00'00" EAST ALONG THE SAID NORTHERLY
RIGHT-OF-WAY LINE A DISTANCE OF 64.00 FEET TO THE POINT
OF BEGGINING OF THE DESCRIPTION CONTAINING 3,840
SQUARE FEET

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

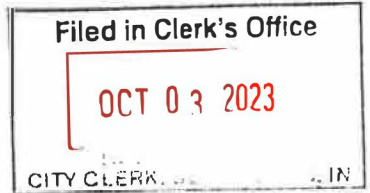
BILL NO. 71-23

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.

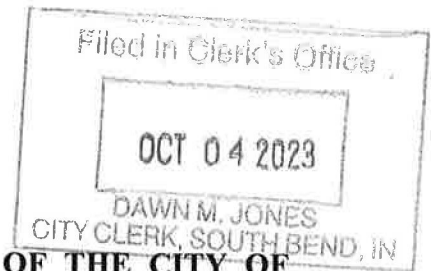
Thank you for your attention to this request. If you should have any questions, please feel to contact me at 574-235-9822.

Regards,

A handwritten signature in cursive script 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

STATEMENT OF PURPOSE AND INTENT

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 [23rd 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

Date Amount

*

*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.

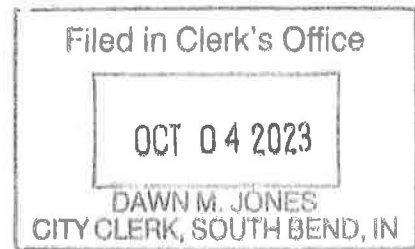
Section 32. Actions and Agreements. Each of the Mayor, the Controller, and the Clerk and any other officer or employee of the City is hereby authorized and directed to execute any instrument or agreements or take any other actions necessary or desirable to effect the transactions contemplated by this 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:

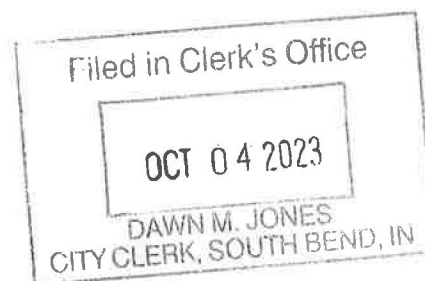
Dawn M. Jones, MPA, City Clerk
Office of the City Clerk

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



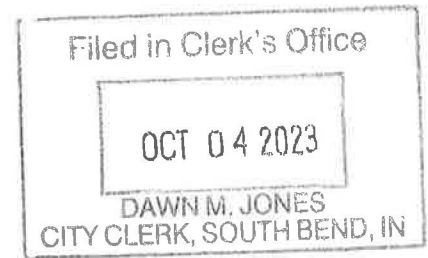


EXHIBIT A

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 (6th) 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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BEEN INTENTIONALLY LEFT BLANK]

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: _____

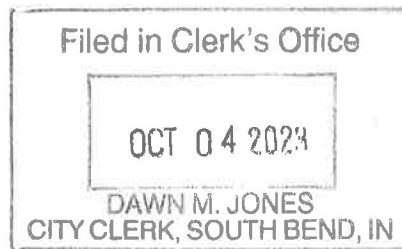
By: _____

Printed: _____

James P. McGoff
Director of Environmental Programs

Title: _____

Attest: _____



(Signature Page to Financial Assistance Agreement)

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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.

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]

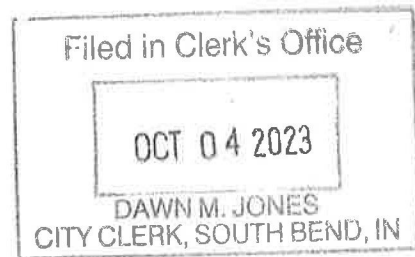


EXHIBIT B
Principal Payment Schedule for the Bonds

<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		TOTAL	\$

[End of Exhibit B]

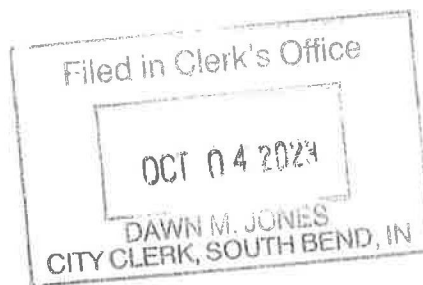


EXHIBIT C
Credit Instrument

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]

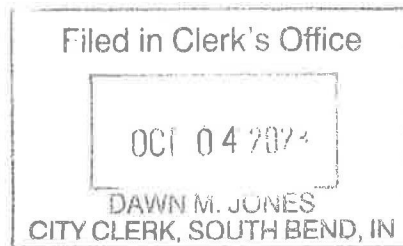
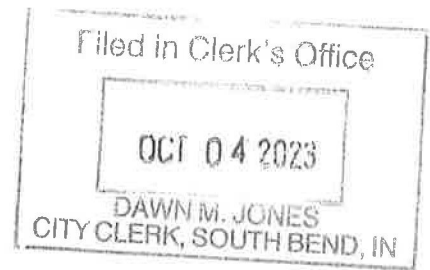


Exhibit D
Additional Terms



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.

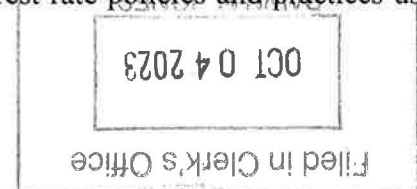
The Participant further understands and agrees that it shall comply with (i) Executive Order 14030, regarding Climate-Related Financial Risk and (ii) Executive Order 13690, regarding Flood Risk Management Standards.

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.

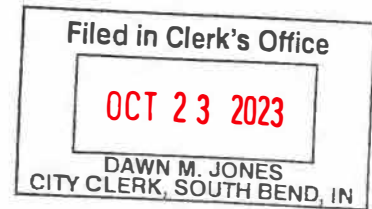
B. *The following additional terms in this Paragraph B (related to GPR Projects and the related defined terms) are [NOT] applicable to the Loan.*

“**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



SUBSTITUTE BILL NO. 68-23



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

October 23, 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 (Substitute)

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 1st reading on September 25, 2023 with 2nd reading, public hearing, and 3rd 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

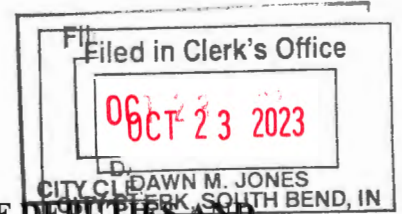
VICTORIA A. TRUJILLO
CHIEF DEPUTY/CHIEF OF STAFF

SHAYLA KIMBROUGH
DEPUTY/DIRECTOR OF POLICY

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

SUBSTITUTE BILL NO. 68-23

ORDINANCE NO. 10982-23



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

STATEMENT OF PURPOSE AND INTENT

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.

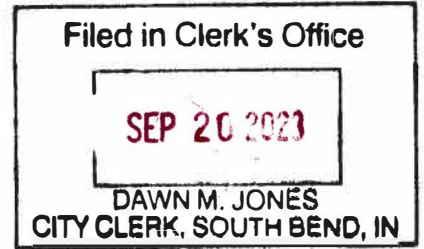
Dawn M. Jones, City Clerk
Office of the City Clerk

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	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	-	179,697	-	4,000	-	660	184,357

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 1st reading on September 25, 2023 with 2nd reading, public hearing, and 3rd 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.

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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**

STATEMENT OF PURPOSE AND INTENT

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.

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Section v. Effective Date

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Sharon L. McBride, Council President
South Bend Common Council

Attest:

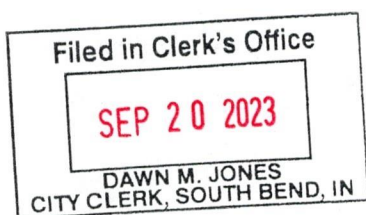
Dawn M. Jones, City Clerk
Office of the City Clerk

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
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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. 70-23

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



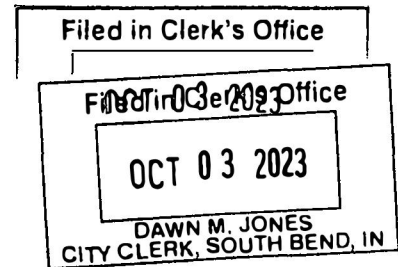
PHONE 574.235.9216
FAX 574.235.9928

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

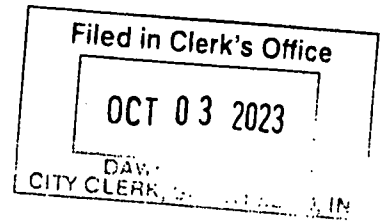
This bill will correct an error in the wage tables for the Equipment Services Work Group, include additional Group Leader position titles for the Venue Parks & Arts Work Group, and add new positions for the Water Works Customer Service Work Group.

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:

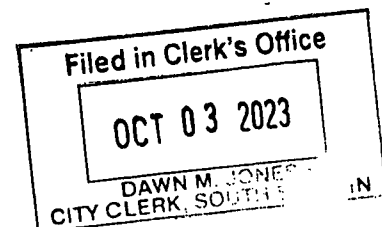
Dawn M. Jones, City Clerk
Office of the City Clerk

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 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	
2021 Rate						
Neighborhood Services Division						
NEAT Crew Operator		18.56	19.58	20.07	20.47	20.88
Equipment Services Division						
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
Police Division						
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
Solid Waste Division						
Driver		18.98	20.75	21.27	21.69	22.13
Streets & Sewers Division						
Street Work Group						
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
Traffic and Lighting Work Group						
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
Sewer Work Group						
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		2.50%	2.00%	2.00%
	New Position	2021 Rate			
Position	2021 Rate	2021 Equiv. Rates*	2022 Rate	2023 Rate	2024 Rate
Utilities Division					
Organic Resources Work Group					
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
Wastewater Work Group					
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
Water Works Division					
Billing & Account Specialist I				22.20	22.64
Billing & Account Specialist II				22.72	23.17
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

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

Position	Pay Rate Increase			2022 Rate	2023 Rate	2024 Rate
	New Position	2021 Rate	2021 Equiv. Rates*			
Operator II		18.29	18.29	18.75	19.12	19.50
Venues Parks & Arts Division						
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 - Centralized Mowing		19.42	19.42	19.91	20.30	20.71
Group Leader - Co Line Trail		19.42	19.42	19.91	20.30	20.71
Group Leader - Howard Park		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.

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						
Neighborhood Services Division						
NEAT Crew Operator		18.56	19.58	20.07	20.47	20.88
Equipment Services Division						
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
Police Division						
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
Solid Waste Division						
Driver		18.98	20.75	21.27	21.69	22.13
Streets & Sewers Division						
Street Work Group						
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
Traffic and Lighting Work Group						
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
Sewer Work Group						
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
Utilities Division					
Organic Resources Work Group					
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
Wastewater Work Group					
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
Water Works Division					
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
Venues Parks & Arts Division					
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. 72-23

City of South Bend Common Council

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

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



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

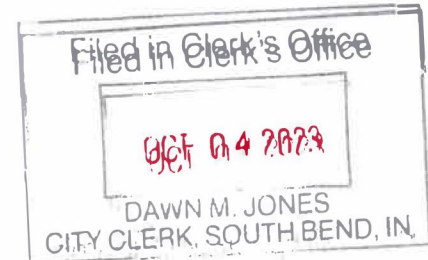
Karen L. White
At Large

Rachel Tomas Morgan
At Large

Lori K. Hamann
At Large

October 4, 2023

South Bend Common Council
4th 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.

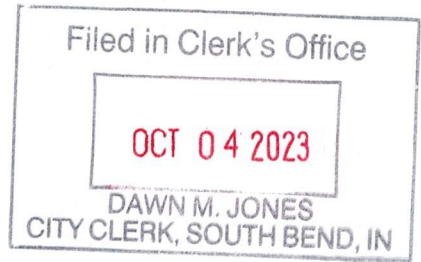
This ordinance proposes a 3% increase in Council members' salary from \$21,320 to \$21,960. This increase is in line with proposed increases for many other City employees.

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**

STATEMENT OF PURPOSE AND INTENT

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.

Sharon McBride, Council President
South Bend Common Council

Attest:

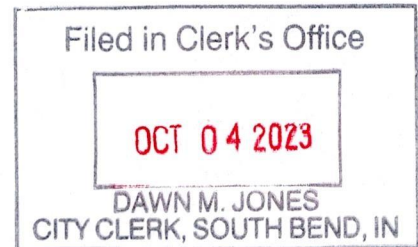
Dawn M. Jones, City Clerk
Office of the City Clerk

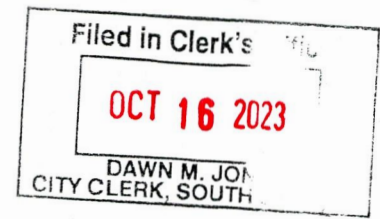
Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the _____ day of _____, 2023, at _____ o'clock ____ . m.

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 COMMUNITY INVESTMENT

October 16, 2023

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

RE: A Resolution of the Common Council of the City of South Bend, Indiana, Adopting a Written Fiscal Plan and Establishing a Policy for the Provision of Services to an Annexation Area in German Township (Airport-Moss Annexation Area)

Dear President McBride:

I am attaching for filing the above resolution, which is a companion to Bill No. 50-23. That bill proposes to voluntarily annex contiguous territory in German Township to the City of South Bend. This resolution provides for the Common Council's adoption of the written plan and policy concerning the provision of services, both capital and non-capital, to the territory to be annexed.

This 2.9-acre annexation area contains one parcel at the southeast corner of old Lincolnway West and Moss Road, plus adjacent right-of-way. All public improvements, if any, will be required to be done at the expense of the developer.

I request that the attached resolution be placed on the agenda of the October 23, 2023, Common Council meeting at which the companion bill is given Second Reading. I will be attending the meeting, as well as the Zoning & Annexation Committee hearing, as the presenter.

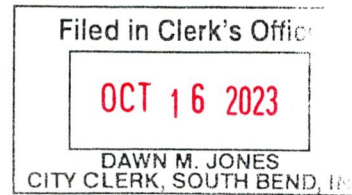
If you have any questions, please feel free to contact me at (574) 235-5843. Thank you.

Sincerely,

Michael P. Divita
Principal Planner

BILL NO. 23-63

RESOLUTION NO. 5060-23



**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
SOUTH BEND, INDIANA, ADOPTING A WRITTEN FISCAL PLAN AND
ESTABLISHING A POLICY FOR THE PROVISION OF SERVICES TO AN
ANNEXATION AREA IN GERMAN TOWNSHIP
(AIRPORT-MOSS ANNEXATION AREA)**

WHEREAS, there has been submitted to the Common Council of the City of South Bend, Indiana, an Ordinance and a petition by all (100%) property owners which proposes the annexation of real estate located in German Township, St. Joseph County, Indiana, which is more particularly described at Section I of this Resolution; and

WHEREAS, the territory proposed to be annexed encompasses approximately 2.9 acres of vacant land, which property is at least 12.5% contiguous to the current City limits, i.e., 26.2% contiguous, generally located at the southeast corner of old Lincolnway West and Moss Road (23114 Lincolnway West). It is anticipated that the annexation area will be used for a car wash and detailing facility for car rental businesses; and

WHEREAS, this development will require a basic level of municipal public services of a non-capital improvement nature, including police and fire protection, street and road maintenance, street sweeping, flushing, snow removal, and sewage collection, as well as services of a capital improvement nature, including street and road construction, sidewalks, street lighting, a sanitary sewer system, a water distribution system, and a storm water system and drainage plan; and

WHEREAS, the South Bend Common Council now desires to establish and adopt a fiscal plan and establish a definite policy showing: (1) the cost estimates of services of a non-capital nature, including police and fire protection, street and road maintenance, street sweeping, flushing, and snow removal, and sewage collection, and other non-capital services normally provided within the corporate boundaries; and services of a capital improvement nature including street and road construction, street lighting, a sanitary sewer extension, a water distribution system, and a storm water system to be furnished to the territory to be annexed; (2) the method(s) of financing those services; (3) the plan for the organization and extension of those services; (4) that services of a non-capital nature will be provided to the annexed area within one (1) year after the effective date of the annexation, and that they will be provided in a manner equivalent in standard and scope to similar non-capital services provided to areas within the corporate boundaries of the City of South Bend, regardless of similar topography, patterns of land use, and population density; (5) that services of a capital improvement nature will be provided to the annexed area within three (3) years after the effective date of the annexation within the same manner as those services are provided to areas within the corporate boundaries of the City of South Bend regardless of similar topography, patterns of land use, or population density, and in a manner consistent with federal,

state and local laws, procedures, and planning criteria; and (6) the plan for hiring the employees or other governmental entities whose jobs will be eliminated by the proposed annexation.

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

Section I. It is in the best interest of the City of South Bend and the area proposed to be annexed that the following described real property located in German Township, St. Joseph County, Indiana, be annexed to the City of South Bend:

A part of the East Half of the Southeast Quarter of Section 32, Township 38 North, Range 2 East, German Township, St. Joseph County, Indiana, being more particularly described as follows:

Beginning at the intersection of (1) the east line extended of Parcel II, as described in Deed Record #0838215 in the office of the St. Joseph County Recorder, which is also the centerline of the former Kensington Avenue, as shown on the recorded plat of Ira V. Carpenter's Subdivision as recorded in Book 16, Page C, and (2) the north right of way line of old Lincolnway West; thence south along said east line extended and said centerline 318.90' to the southeast corner of said Parcel II, which is also on the west line of land described in Deed Record 1707578; thence West 346.5 feet to the southwest corner of said Parcel II and the centerline of Moss Road, as shown on said Ira V. Carpenter's Subdivision, and the east line of land described in Deed Record #104981; thence North along said centerline and said east line and said east line extended a distance of 430.10 feet to said north right of way line of old Lincolnway West; thence Southeast along said north right of way line a distance of 389.86 feet to the point of beginning of this description. Containing 2.93 acres, more or less.

Section II. It shall be and hereby is now declared and established that it is the policy of the City of South Bend, to furnish to said territory services of a non-capital nature, such as police and fire protection, street and road maintenance, street sweeping, flushing, and snow removal, within one (1) year of the effective date of the annexation in a manner equivalent in standard and scope to services furnished by the City to other areas of the City regardless of similar topography, patterns of land utilization, and population density; and to furnish to said territory, services of a capital improvement nature such as street and road construction, sidewalks, a street light system, a sanitary sewer system, a water distribution system, a storm water system and drainage plan, within three (3) years of the effective date of the annexation in the same manner as those services are provided to areas within the corporate boundaries of the City of South Bend regardless of similar topography, patterns of land use, or population density.

Section III. The South Bend Common Council, shall and does hereby now establish and adopt the Fiscal Plan, attached hereto and fully incorporated herein as Exhibit "A", and made a part hereof, for the furnishing of said services to the territory to be annexed, which provides, among other things, that the public sanitary sewer and water network is available with capacity sufficient

to service this area with costs for extensions, any improvements in sewer or water capacity, and a City-approved drainage system to be paid for by the developer, all in compliance with state and local law; that no additional street lighting will be necessary and any future lighting especially of a decorative nature or with underground wiring will be at the developer/owner's expense; that no new roads or streets will be required.

Section IV. Sidewalks should be provided along public streets as required and must comply with the Americans with Disabilities Act (ADA) under the PROWAG standards.

Section V. It is required as a condition of annexation that any future improvements or alterations to the property meet the City of South Bend's building, zoning, and subdivision requirements.

Section VI. This Resolution shall be effective from and of the date of adoption by the Common Council.

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

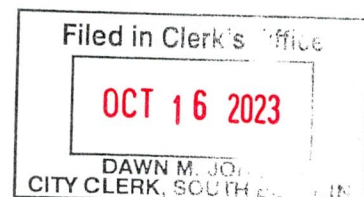


Exhibit "A"

Filed in Clerk's Office

OCT 16 2023

DAWN M. JONES
CITY CLERK, SOUTH BEND, IN

THE CITY OF SOUTH BEND

FISCAL PLAN

AIRPORT-MOSS ANNEXATION AREA

Prepared by
City of South Bend
Department of Community Investment

September 25, 2023



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SECTION I. INTRODUCTION

This Fiscal Plan represents the City of South Bend’s (hereinafter, “City”) policy for the annexation of property in German Township, St. Joseph County, Indiana (hereinafter, “Annexation Area”), and was developed through the cooperative efforts of the following City Departments:

- Legal Department
- Department of Public Works
- South Bend Fire Department
- South Bend Police Department
- Department of Community Investment
- Department of Administration & Finance

SECTION II. GENERAL DATA

A. Location

The Annexation Area is located at the southeast corner of old Lincolnway West and Moss Road (23114 Lincolnway West [old US 20]). See *Map 1*.

B. Legal Description

The Annexation Area is part of the East Half of the Southeast Quarter of Section 32, Township 38 North, Range 2 East, in German Township, St. Joseph County, Indiana. For a complete legal description, see Page 13.

C. Contiguity

The Annexation Area is at least 1/8 (12.5%) contiguous to the current City limits:

<i>Contiguous</i>	389.86 feet	26.2%
<i>Non-Contiguous</i>	<u>1,095.50 feet</u>	<u>73.8%</u>
<i>Total</i>	1,485.36 feet	100.0%

D. Size of Annexation Area

The Annexation Area is approximately 2.9 acres.

E. Buildings & Land Use

The Annexation Area contains vacant land. A car wash and detailing facility for car rental businesses at the airport is proposed for the land.

F. Zoning & Subdivisions

The one property in the Annexation Area is currently zoned C Commercial District in St. Joseph County. With the annexation petition, the petitioner seeks to rezone the land to I Industrial District in the City. The Annexation Area does not fall within any subdivision of record.

G. Population

No people currently reside in the Annexation Area. After development, no residents are proposed to live in the Annexation Area.

H. Tax Rate & Impact

The tax rates used are those of 2022 payable 2023. The total tax rate for unincorporated German Township is 2.4383 per \$100 of taxable real estate. The total tax rate for South Bend German Township is 5.2560 per \$100 of taxable real estate.

Per State law, the tax caps expressed as a percentage of the gross assessed value for different classifications of property are as follows, regardless of the property’s location being within South Bend or unincorporated St. Joseph County:

Property Type	Cap
Homestead Residential	1.0%
Non-Homestead Residential	2.0%
Agricultural	2.0%
Other (Commercial)	3.0%

For at least the four years after the effective date of the annexation, the expected tax rates, tax levies, expenditure levels, service levels, and annual debt service payments are estimated to be approximately the same as those in effect at the time of annexation for each of the political subdivisions to which the proposed annexation applies.

Because of the relatively small size of the Annexation Area and its assessed value relative to the total size and tax base of the various political subdivisions, this annexation is expected, for at least four years after the effective date of this annexation, to have a negligible impact on the finances and tax revenues of South Bend and other political subdivisions to which the proposed annexation applies, on the political subdivisions in St. Joseph County not part of this annexation, and on taxpayers not part of this annexation.

I. Parcel Ownership & Assessments

<i>Parcel Identification Number</i>	<i>Address</i>	<i>Parcel Owner</i>	<i>Assessed Value (Total)</i>
004-1022-038103	23114 Lincolnway West	St. Joseph County Airport Authority	\$8,800

Total Assessments

Land:	\$8,800
Improvements:	\$ 0
Total (Gross):	\$8,800
Total (Net):	\$ 0

Assessments are based on 2022 payable 2023 St. Joseph County property tax records.

J. Municipal Legislative District

The Annexation Area will be in the 1st District.

K. Hiring Plan

This annexation is not anticipated to result in the elimination of jobs for employees of any other governmental entities. The German Township Trustee has been notified of this proposed annexation.

SECTION III. MUNICIPAL SERVICES

A. Public Works

Sewer – A 18”-diameter sanitary sewer runs along the north side of old Lincolnway West. The pipe has available capacity, but peak flow for the site will need to be provided by the developer for that to be confirmed.

Development of the site requires City approval of a drainage plan that meets the City’s requirement to store all runoff from developed areas. Connection to the City storm sewer is not permitted.

Water - The South Bend Water Works currently has a 12” water main on the south side of old Lincolnway West.

Extensions of or taps into sanitary sewer and water lines shall be governed by state law and the rules and regulations of the South Bend Water Works and Sewer Utility. The Annexation Area may be subject to system development charges for both water and sewer services.

Streets – Annexation would add approximately 390 feet of old Lincolnway West and 330 feet of Moss Road right-of-way to the city limits. A dedication or recorded access easement for Moss Road would formalize access to the annexed property; yet, the Airport Authority may eventually vacate both rights-of-way as the Airport property is fully developed.

Street Lighting – Old Lincolnway West has street lighting, but Moss Road does not. Should any additional street lighting be necessary, it can be provided on wood poles with overhead wiring through an ongoing contract with Indiana Michigan Power. If the owner wishes to construct and dedicate additional street lighting, especially of a decorative nature or with underground wiring, the City may accept it for maintenance and operation, supported by property tax revenue.

Waivers of Annexation – No waivers of right to remonstrate against annexation are in effect for this area.

2022 Actual Budget Report for the Department:

Expenditures:	\$29,003,569
Miles of Roadway in City:	@502
Cost per Mile:	@\$57,776
New Mileage within Area:	@0.14 miles (720 feet)
Estimated Maintenance Cost for Annexation Area per year:	@\$8,089

B. Police Department

The Annexation Area would be added to the existing Beat 24. Police patrols and emergency responses will be part of the services the City will offer to this area. This proposed annexation would require officers to cover a relatively small additional area on this beat.

At this time, it is not expected that this annexation would cause calls for service to increase significantly, and it is not anticipated that it will be necessary to increase police patrols beyond the existing beat patrol. The addition of this Annexation Area will not significantly increase response time.

The cost of servicing the proposed area is not expected to impact the existing budget of the Police Department with any significance. The patrol costs would be assumed by the Police Department budget. However, this area, as well as all other areas of the City, will continually be monitored for level of service demands and other criteria that would necessitate additional resources through budgetary increases or possible shifting of existing resources, such as a beat restructure.

Police services and response time in this area can be expected to be comparable with that found in all other areas of the City. Police coverage to this area could begin immediately upon annexation.

Note: The cost of service for this Annexation Area is based on the number of parcels. Household information is provided for comparative purposes.

2022 Actual Budget Report for the Department:

Expenditures (including pension cost):	\$48,612,569
Number of Households in City (2022):	@41,488
Cost per Household:	@\$1,172
Number of Parcels in City (2023):	@47,600
Cost per Parcel:	@\$1,021
Proposed Number of Households in Area:	0
Proposed Number of Parcels in Area:	1
Cost for Annexation Area per year:	\$1,021 (1 parcel x \$1,021 / parcel)

C. Fire Department & EMS

Fire Response – The South Bend Fire Department provides a fully staffed, full-time fire department. The Annexation Area will be serviced primarily by Fire Station #4 at 220 N. Olive Street, which is approximately 2.5 miles away. Additional Fire Department units would respond from Fire Station #11, located at 3505 N. Bendix Drive, approximately 3.4 miles away.

The South Bend Fire Department does not foresee any unusual fire protection problems related to this annexation. Response times will be comparable to other areas of the City. No additional equipment will need to be purchased or personnel hired to service the Annexation Area. Fire coverage to this area could begin immediately upon annexation. Adequate water supply will be necessary as any development takes place.

Emergency Medical Response – The City will provide emergency medical response to the Annexation Area. This area will be serviced by Medic #4, which is at Fire Station #4 at 220 N. Olive Street (approximately 2.5 miles away) and Medic #11, which is at Fire Station #11, located at 3505 N. Bendix Drive (approximately 3.4 miles away).

Response times will be comparable to other areas of the City. No additional equipment will need to be purchased or personnel hired to service the Annexation Area. Emergency medical services are supported by user fees and would be available upon annexation.

Note: The cost of service for this Annexation Area is based on the number of parcels. Household information is provided for comparative purposes.

2022 Actual Budget Report for the Department:

Expenditures (including pension cost):	\$41,394,980
Number of Households in City (2022):	@41,488
Cost per Household:	@\$998
Number of Parcels in City (2023):	@47,600
Cost per Parcel:	@\$870
Proposed Number of Households in Area:	0
Proposed Number of Parcels in Area:	1
Cost for Annexation Area per year:	\$870 (1 parcel x \$870 / parcel)

D. Neighborhood Services & Enforcement

The Annexation Area will be added to Area 5. The Division of Neighborhood Services & Enforcement will be able to provide services to the Annexation Area with comparable response times. The Division will respond to calls for service upon the effective date of the annexation. Full and dedicated response will be in place within one year of the effective date of the annexation.

2022 Actual Budget Report for the Division:

Expenditures:	\$7,323,118
Number of Parcels in City (2023):	@47,600
Cost per Parcel:	@\$154
Proposed Number of Parcels in Area:	1
Cost for Annexation Area per year:	\$154 (1 parcels x \$154 / parcel)

E. Environmental Services

Wastewater Treatment - Wastewater treatment services are supported by user fees and are paid through the Water Works billing system.

Solid Waste - Larger scale commercial or industrial customers are generally not served by the Bureau of Solid Waste. However, the Bureau of Solid Waste can provide service to small commercial customers at the prevailing rate at that time for a 96-gallon container with service beginning on the effective date of the annexation.

F. Administrative Services

The City of South Bend provides a wide range of services other than those noted above, such as the Mayor's Office, the Legal Department, and Venues Parks & Arts.

These services are available upon the effective date of the annexation. Full and dedicated response for non-capital services will be in place within one year of the effective date of the annexation. Costs for these services have not been calculated.

The incorporation of the Annexation Area will not affect the provision of other services currently provided to this property on a countywide basis. The St. Joseph County Health Department, the St. Joseph County Public Library, and the St. Joseph County/South Bend Building Department are among the countywide agencies that will continue to provide the same type and level of services to the Annexation Area. Countywide services will continue to be supported by the County and Township taxes that will remain in effect.

SECTION IV. LAND USE ANALYSIS & DEVELOPMENT CRITERIA

This proposed annexation will add one vacant property to the City of South Bend. The petitioner proposes to use the Annexation Area for a car wash and detailing facility for car rental businesses at the airport. The Annexation Area is presently zoned C Commercial District in unincorporated St. Joseph County. The South Bend International Airport, zoned I Industrial District in the City, is located to the north. To the east is a hotel zoned C Commercial District in the County. To the south is vacant land zoned C Commercial District in the County. To the west is a car rental facility zoned C Commercial District in the County.

According to a preliminary site plan, the petitioner proposes an 8,800-square foot building with 20 parking spaces.

Any improvements or future changes must meet the City's applicable building, zoning, and subdivision ordinances.

TABLE 1

Summary Table – Estimated Fiscal Impact

Expenditures	Capital (Est.)	Non-Capital Per Year (Est.)	Notes	5-Year Total
Street Construction	\$0			\$0
Sewer Extension	\$0		Connection at petitioner's expense	\$0
Water Extension	\$0		Connection at petitioner's expense	\$0
Street Lights	\$0			\$0
Street Maintenance	\$0	\$8,089		\$40,445
Police	\$0	\$1,021		\$5,105
Fire	\$0	\$870		\$4,350
Neighborhood Services	\$0	\$154		\$770
Approximate 5-Year Expenditures				\$50,670

Revenues	Notes	Total (Est.)	5-Year Total
Property Taxes (to City)	Year 1	\$0	\$0
	Year 2	\$0	
	Year 3	\$0	
	Year 4	\$0	
	Year 5	\$0	
MVH/LRSA	Estimated at revenue per mile of \$30,210	\$4,229	\$21,145
Approximate 5-Year Revenues			\$21,145

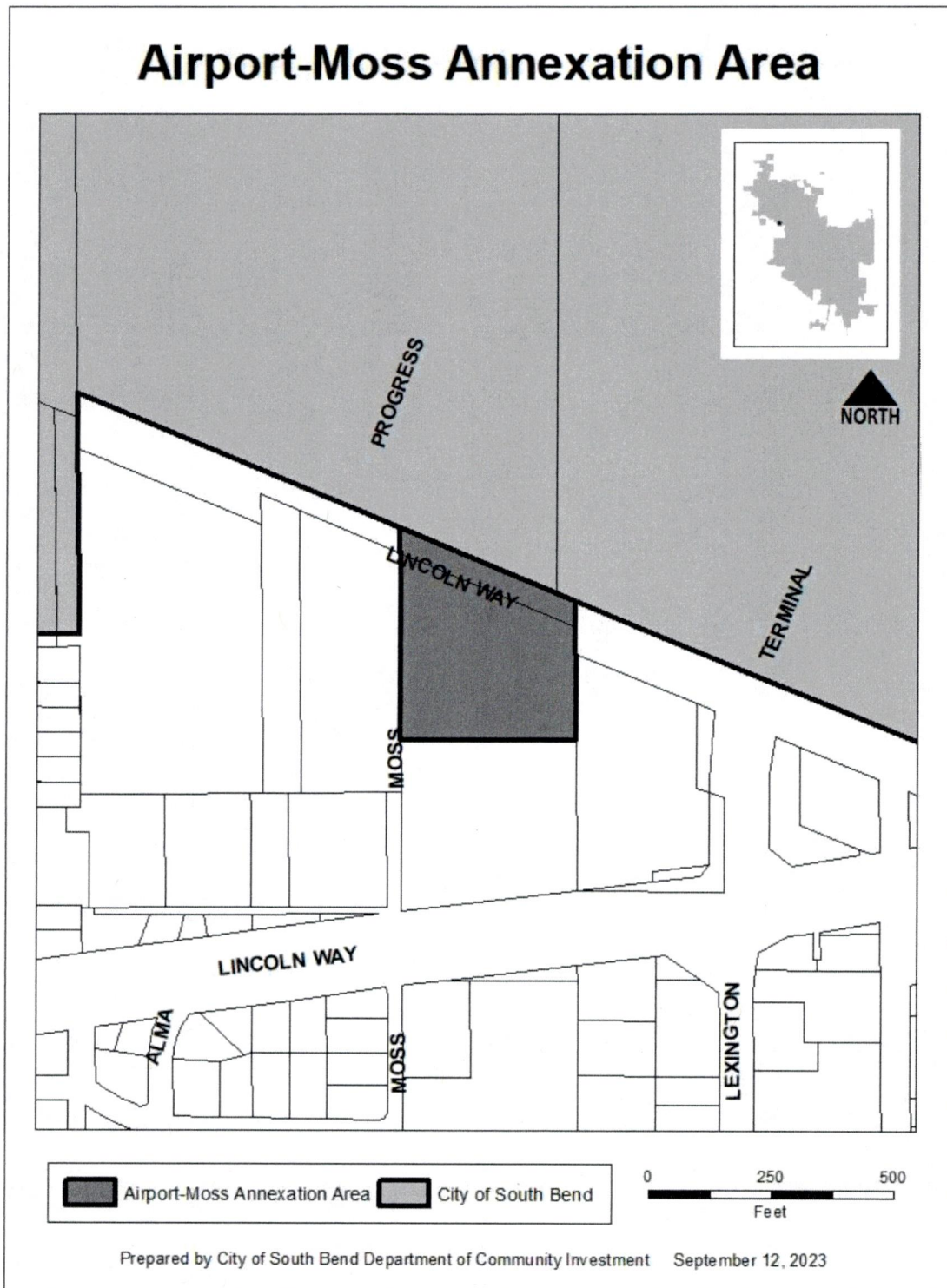
While costs are calculated for the parcel included in the annexation area, this estimate likely overstates the cost to serve it. The parcel is anticipated to be incorporated into the existing Airport property, which is already within the city limits. Being government owned, the parcel within the annexation area is presently tax exempt.

LEGAL DESCRIPTION

A part of the East Half of the Southeast Quarter of Section 32, Township 38 North, Range 2 East, German Township, St. Joseph County, Indiana, being more particularly described as follows:

Beginning at the intersection of (1) the east line extended of Parcel II, as described in Deed Record #0838215 in the office of the St. Joseph County Recorder, which is also the centerline of the former Kensington Avenue, as shown on the recorded plat of Ira V. Carpenter's Subdivision as recorded in Book 16, Page C, and (2) the north right of way line of old Lincolnway West; thence south along said east line extended and said centerline 318.90' to the southeast corner of said Parcel II, which is also on the west line of land described in Deed Record 1707578; thence West 346.5 feet to the southwest corner of said Parcel II and the centerline of Moss Road, as shown on said Ira V. Carpenter's Subdivision, and the east line of land described in Deed Record #104981; thence North along said centerline and said east line and said east line extended a distance of 430.10 feet to said north right of way line of old Lincolnway West; thence Southeast along said north right of way line a distance of 389.86 feet to the point of beginning of this description. Containing 2.93 acres, more or less.

MAP 1



Filed in Clerk's Office

OCT 16 2023

DAWN M. JONES
CITY CLERK, SOUTH BEND



SUBSTITUTE BILL NO. 50-63

City of South Bend PLAN COMMISSION

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

Filed in Clerk's Office

SEP 27 2023

DAWN M. JONES
CITY CLERK, SOUTH BEND, IN

Wednesday, September 27, 2023

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

Re: Bill#50-23 - A proposed ordinance of ST JOSEPH COUNTY AIRPORT AUTHORITY to zone from C Commercial (St. Joseph County) to I Industrial (City), property located at 23114 US 20 Highway (unincorporated St. Joseph County), City of South Bend - PC# 0172-23

Dear Council Members:

I hereby Certify that the above referenced ordinance of ST JOSEPH COUNTY AIRPORT AUTHORITY was legally advertised on September 8, 2023 and that the South Bend Plan Commission at its public hearing on September 18, 2023 took the following action:

Upon a motion by Kyle Copelin, being seconded by Jason Piontek and unanimously carried, a proposed ordinance of ST JOSEPH COUNTY AIRPORT AUTHORITY to zone from C Commercial (St. Joseph County) to I Industrial (City), property located at 23114 US 20 Highway (unincorporated St. Joseph County), City of South Bend, is sent to the Common Council with a FAVORABLE recommendation.

The staff report is attached. The deliberations of the Plan Commission and points considered in arriving at the above decision are shown in the minutes of the public hearing, Minutes of the public hearing are available in our office and will be posted on our website once approved.

Sincerely,

Kari Myers
Zoning Specialist

Attachment

CC: ST JOSEPH COUNTY AIRPORT AUTHORITY
Bob Palmer

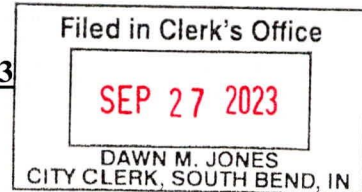
Tim Corcoran
Planning Director

Angela Smith
Zoning Administrator

Scott Ford
Commission President

SUBSTITUTE BILL NO. 50-23

ORDINANCE NO. 10964-23



AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, ANNEXING TO AND BRINGING WITHIN THE CITY LIMITS OF SOUTH BEND, INDIANA, AND AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED AT 23114 LINCOLN WAY WEST, COUNCILMANIC DISTRICT NO. 1 IN THE CITY OF SOUTH BEND, INDIANA

STATEMENT OF PURPOSE AND INTENT

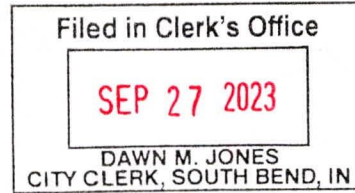
Petitioner desires to annex and rezone 23114 Lincolnway West from C Commercial District in Unincorporated St. Joseph County to I Industrial District in South Bend.

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

SECTION I. That the following described real estate is situated in St. Joseph County, Indiana, being contiguous by more than one-eighth (1/8) of its aggregate external boundaries with the present boundaries of the City of South Bend, Indiana, shall be and hereby is annexed to and brought within the City of South Bend:

A part of the East Half of the Southeast Quarter of Section 32, Township 38 North, Range 2 East, German Township, St. Joseph County, Indiana, being more particularly described as follows:

Beginning at the intersection of (1) the east line extended of Parcel II, as described in Deed Record #0838215 in the office of the St. Joseph County Recorder, which is also the centerline of the former Kensington Avenue, as shown on the recorded plat of Ira V. Carpenter's Subdivision as recorded in Book 16, Page C, and (2) the north right of way line of old Lincolnway West; thence south along said east line extended and said centerline 318.90' to the southeast corner of said Parcel II, which is also on the west line of land described in Deed Record 1707578; thence West 346.5 feet to the southwest corner of said Parcel II and the centerline of Moss Road, as shown on said Ira V. Carpenter's Subdivision, and the east line of land described in Deed Record #104981; thence North along said centerline and said east line and said east line extended a distance of 430.10 feet to said north right of way line of old Lincolnway West; thence Southeast along said north right of way line a distance of 389.86 feet to the point of beginning of this description.



Containing 2.93 acres, more or less.

SECTION II. That the boundaries of the City of South Bend, Indiana, shall be and are hereby declared to be extended so as to include the real estate of the above-described parcel as part of the City of South Bend, Indiana.

SECTION III. Ordinance No. 10689-19, as amended, which ordinance is commonly known as the Zoning Ordinance of the City of South Bend, Indiana, be and the same hereby amended in order that the zoning classification of the above described real estate, with the exception of all adjacent rights-of-way, in the City of South Bend, St. Joseph County, State of Indiana be and the same is hereby established as I Industrial District.

SECTION IV. This Ordinance shall be in full force and effect 30 days 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

Property Information

Location: 23114 US 20 Highway (unincorporated St. Joseph County)
Owner: ST JOSEPH COUNTY AIRPORT AUTHORITY

Filed in Clerk's Office
SEP 27 2023
DAWN M. JONES
CITY CLERK, SOUTH BEND, IN

Requested Action

Annex and Rezone from C Commercial (St. Joseph County) to I Industrial (City)
Variance(s):
1) from the required sidewalk along all street frontages to none
2) from the required bicycle rack to none

Project Summary

Development of land into a car wash and detail facility available to the rental car businesses that use the airport. This request includes annexation into the City of South Bend.

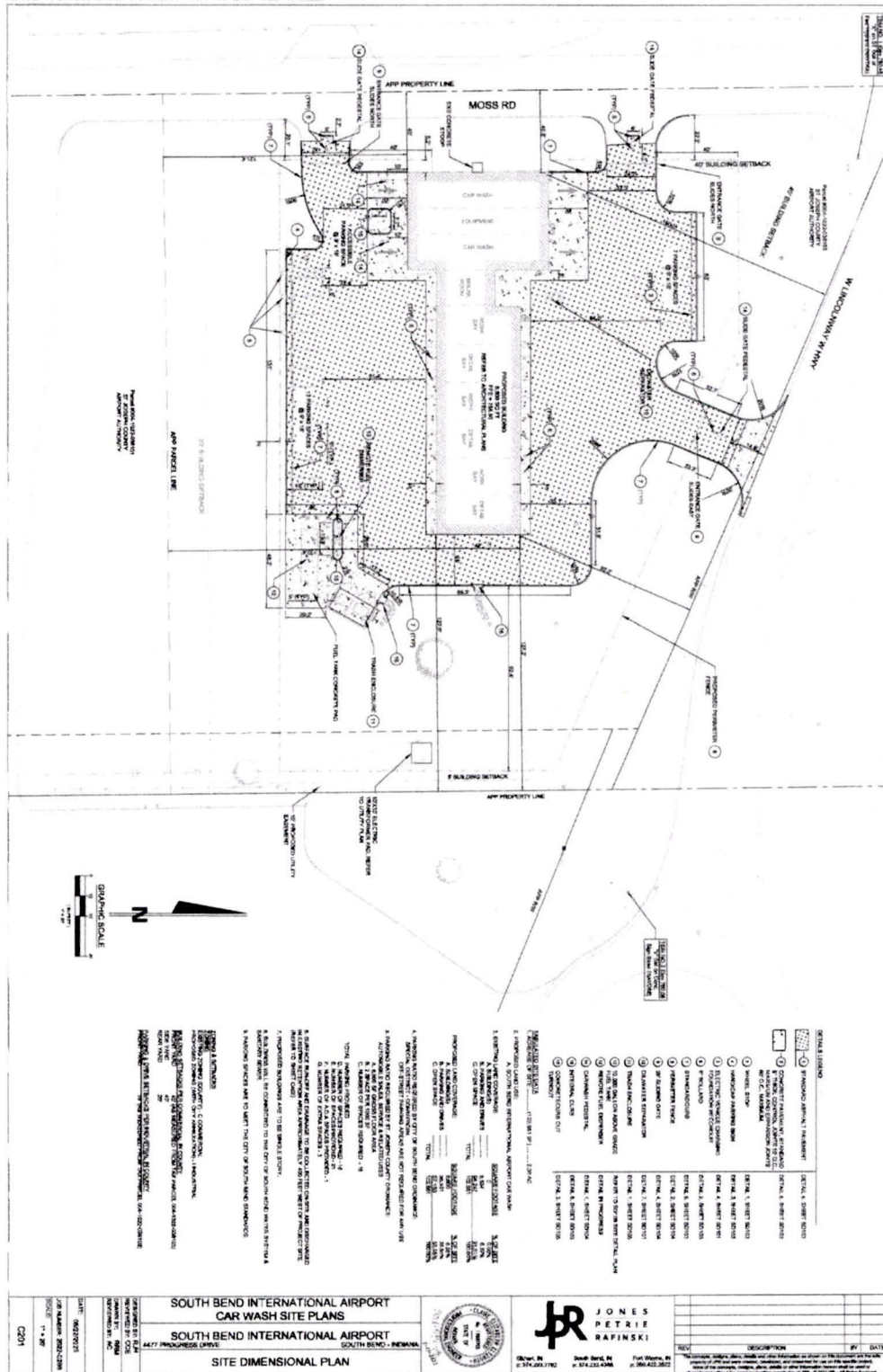
Location Map



Recommendation

Staff Recommendation: Based on information available prior to the public hearing, the Staff recommends the Commission send the rezoning and annexation petition to the Common Council with a favorable recommendation. The Staff recommends the Commission approve variance #1 and deny variance #2.

Proposed Site Plan



Site & Context

Land Uses and Zoning:

On site: A vacant lot zoned C Commercial in St. Joseph County
 North: Across Old Lincolnway West is the South Bend Airport.
 East: A hotel zoned C Commercial in unincorporated St. Joseph County.
 South: A vacant lot in unincorporated St. Joseph County.
 West: Across Moss Road, is a car rental office office zoned C Commercial in unincorporated St. Joseph County.

District Intent:

The I District is established to provide a location for medium- to high intensity industrial uses, typically grouped along highways and major streets and separated from residential uses.

Site Plan Description:

The proposed site plan shows a 6,600 sq. ft. car wash and detailing facility with associated parking and car access from both Old Lincolnway West and Moss Road to be used by car rental businesses at the airport. The petitioner intends to vacate Old Lincolnway West after the annexation is complete.

Zoning and Land Use History and Trends:

One single family house occupied the far northwest corner of the lot at the intersection of Moss Road and Lincolnway West between 1951 and 1998. Otherwise, no development has occurred on the lot since 1938. Several properties in the area have been acquired by the Airport Authority over the years.

Traffic and Transportation Considerations:

A roundabout northeast of the lot joins to Old Lincolnway West, a two lane road with access to the westernmost airport parking lot. Moss Road is a small two lane road. Old Lincolnway West has been used as a private drive since the realignment of Lincolnway West.

Agency Comments

Staff Comments:

After annexation, the Staff encourages the vacation of Old Lincolnway West.

Criteria for Decision Making

Rezoning

Per State Law, the Plan Commission and Common Council shall pay reasonable regard to:

1. Comprehensive Plan:

Policy Plan:

The petition is consistent with the City Plan, South Bend Comprehensive Plan (2006), Objective ED2: Retain existing businesses and recruit new ones to the city.

Land Use Plan:

The Future Land Use Plan does not address properties outside of the City limits.

Plan Implementation/Other Plans:

The petition is consistent with South Bend's Annexation Policy Plan (1992) "[E]xtension of City services and utilities beyond the City limits should not occur unless it furthers the annexation policies of the City..."

2. Current Conditions and Character:

Currently the character of the properties located within the City to the north are transportation uses and the properties located in the County are retail and lodging.

3. Most Desirable Use:

The most desirable use for the property would be a retail and service use designed to complement surrounding uses including the airport and bring the property up to city development standards including landscaping.

4. Conservation of Property Values:

The properties in the area a mix of commercial and industrial uses. The annexation and rezoning should not affect the use or value of the surrounding properties.

5. Responsible Development and Growth:

It is responsible development and growth to require properties contiguous to the City limits to annex into the City at the time of development. Likewise, it is responsible development to allow property in a commercially and industrially developing area to be used for commercial growth.

Variance(s)

The petitioner is seeking the following variance(s):

- 1) from the required sidewalk along all street frontages to none
- 2) from the required bicycle rack to none

State statutes and the Zoning Ordinance require that certain standards must be met before a variance can be approved. The standards and their justifications are as follows:

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

The requested variances should not be injurious to the public health and safety of the community.

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

The use and value of adjacent properties should not be affected by the variances requested.

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

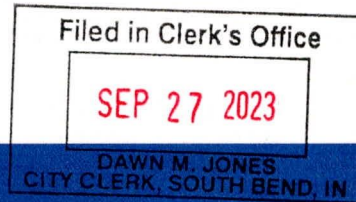
The strict application of the terms of this chapter to build a sidewalk and bicycle parking would not result in practical difficulties in the use of the property. However, since the adjacent properties will likely continue to be developed with uses associated with the airport, with some or all of the roads being vacated, installing sidewalk would not be logical. There are no practical difficulties that warrant a variance for bicycle parking.

(4) The variance granted is the minimum necessary.

The site is being developed in a manner consistent with the City standards with only the two minor variances requested.

(5) The variance granted does not correct a hardship caused by a former or current owner of the property.

The property is currently vacant. The hardship is one of future use and development of the property and the fact that the requirement for a sidewalk would no longer be required.



Analysis & Recommendation

Commitments: There are no commitments proposed.

Analysis: The annexation and rezoning of the property to I Industrial will allow for the development of the site for a use and service associated with the adjacent airport property. It is responsible development to assure that properties adjacent to the City limits are annexed and developed under City standards.

Recommendation: Based on information available prior to the public hearing, the Staff recommends the Commission send the rezoning and annexation petition to the Common Council with a favorable recommendation. The Staff recommends the Commission approve variance #1 and deny variance #2.

BILL NO. 50-23

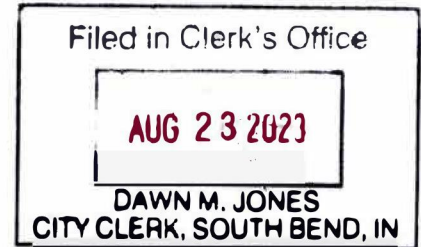


City of South Bend PLAN COMMISSION

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

August 23, 2023

Honorable Lori Hamann
4th Floor, County-City Building
South Bend, IN 46601



RE: 23114 Lincolnway West
PC#0172-23

Dear Ms. Hamann:

Enclosed is an Ordinance for the proposed Zone Map Amendment at the above referenced location. Please include the attached Ordinance on the Council agenda for first reading at your August 28, 2023, Council meeting, and set it for public hearing at your October 23, 2023 Council meeting. The petition is tentatively scheduled for public hearing at the September 18, 2023 South Bend Plan Commission meeting. The recommendation of the South Bend Plan Commission will be forwarded to the Office of the City Clerk by noon on the day following the public hearing.

The petitioner provided the following to describe the proposed project:

Petitioners desire to annex and zone the property to I Industrial to allow for the development of a carwash and detail facility for car rental businesses at the airport.

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

Sincerely,

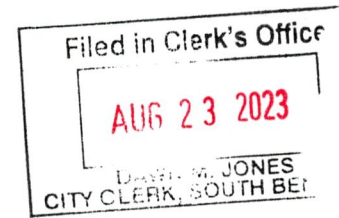
A handwritten signature in black ink that reads "Angela M. Smith".

Angela Smith
Zoning Administrator

CC: Bob Palmer

BILL NO. 50-23

ORDINANCE NO. 10964-23



AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, ANNEXING TO AND BRINGING WITHIN THE CITY LIMITS OF SOUTH BEND, INDIANA, AND AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED AT 23114 LINCOLN WAY WEST, COUNCILMANIC DISTRICT NO. 1 IN THE CITY OF SOUTH BEND, INDIANA

STATEMENT OF PURPOSE AND INTENT

Petitioners desire to annex and rezone property address from County Zoning District Unincorporated St. Joseph County to proposed SB District

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

SECTION I. That the following described real estate is situated in St. Joseph County, Indiana, being contiguous by more than one-eighth (1/8) of its aggregate external boundaries with the present boundaries of the City of South Bend, Indiana, shall be and hereby is annexed to and brought within the City of South Bend:

Beginning at a point at the intersection of the north right-of-way line of Old Lincolnway West with the western right-of-way line of Moss Road; thence south along the west right-of-way line of Moss Road a distance of 480'; thence west a distance of approximately 406' to the centerline of vacated Kensington Avenue; thence north along the centerline of vacated Kensington Avenue approximately 325' to the north line of Old Lincolnway West; thence northwest along the right-of-way line along Old Lincolnway West to the point of beginning, all in Section 32, Township 38 North, Range 2 East.

SECTION II. That the boundaries of the City of South Bend, Indiana, shall be and are hereby declared to be extended so as to include the real estate of the above-described parcel as part of the City of South Bend, Indiana.

SECTION III. Ordinance No. 10689-19, which ordinance is commonly known as the Zoning Ordinance of the City of South Bend, Indiana, be and the same hereby amended in order that the zoning classification of the following described real estate in the City of South Bend, St. Joseph County, State of Indiana:

Beginning at a point in the center of Lincolnway West where it is intersected by the centerline of Moss Road; thence East on the centerline of Lincolnway West to the intersection with the centerline of Kensington A venue; thence South along the centerline of Kensington Avenue 198 feet; thence West 346.5 feet to the centerline of Moss Road; thence North along the centerline of Moss Road to the point of beginning, all in Section 32, Township 38 North, Range 2 East.

be and the same is hereby established as I Industrial District

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

Sharon McBride, Council President
South Bend Common Council

Attest:

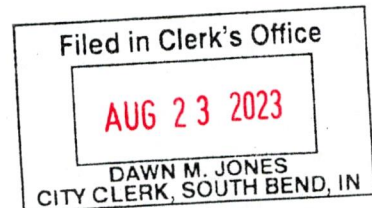
Dawn M. Jones, City Clerk
Office of the City Clerk

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 _____, 2022, at ____ o'clock ____ .m.

James Mueller, Mayor
City of South Bend, Indiana





RECEIVED AUG 21 2023

City of South Bend Petition for Annexation and Rezoning or Combined Public Hearing

Property Information

Tax Key Number: 71-03-32-480-004.000-008

Property Address: 23114 LINCOLN WAY W

Property Owner: ST JOSEPH COUNTY AIRPORT AUTHORITY

Legal Description of Annexation Area: (include any adjacent rights of way not already in the City)
See Attached Deed Information and Legal Description for Parcel II

Project Summary

The St Joseph County Airport Authority is developing this land into a carwash and detail facility available to the rental car businesses that use the airport, and plan to connect to the City sanitary sewer and municipal water.

Rezoning

County Zoning Map at: <https://www.sicindiana.com/996/Zoning-Map>

City Zoning Map at: <https://southbend.in.gov/zoning>

Current Zoning District (County): **C Commercial District**



Select One

Additional Districts, if applicable

Proposed Zoning District (City): **I Industrial**

Select One

Additional Districts, if applicable

The Plan Commission and Council will consider the following in the review of a rezoning petition:

- (1) The comprehensive Plan;
- (2) Current conditions and the character of the current structures and uses in each district;
- (3) The most desirable use for which the land in each district is adapted;
- (4) The conservation of property values throughout the jurisdiction; and
- (5) Responsible development and growth.

Additional Requested Actions (check all that apply and include additional required documentation)

- Subdivision** - complete and attach Subdivision Application
- Special Exception** - complete and attach Criteria for Decision Making
- Variance(s)** - list variances below, complete and attach Criteria for Decision Making

See attached List of Requested Variances

P A I D

AUG 21 2023

Per

KJB
\$ 725

Annexation Application Checklist

- 1. Completed Application Form
- 2. Site Plan (drawn to scale)
- 3. Subdivision Application (if required)
- 4. Criteria for Decision Making (if required)
- 5. Filing Fee

Contact Information

Name: Robert Heiden of JPR (Jones Petrie Rafinski)

Address: 325 S Lafayette Blvd

Phone Number: 574-323-4388 Email: rheiden@jpr1source.com

Property Owner Information (attach additional ownership list on separate page, if necessary)

Property Owner: ST JOSEPH COUNTY AIRPORT AUTHORITY

Property Owner Address: 4477 Progress Dr, South Bend, IN 46628

Property Owner: _____

Property Owner Address: _____

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

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

	Michael Daigle	8/21/2023
Property Owner Signature	Property Owner Name Printed	Date

Property Owner Signature	Property Owner Name Printed	Date
--------------------------	-----------------------------	------

**Completed applications should be submitted in one of the following ways: Email: zoning@southbendin.gov
Mail: 227 W. Jefferson Blvd., Suite 1400S, South Bend, IN 46601**

List of Requested Variances

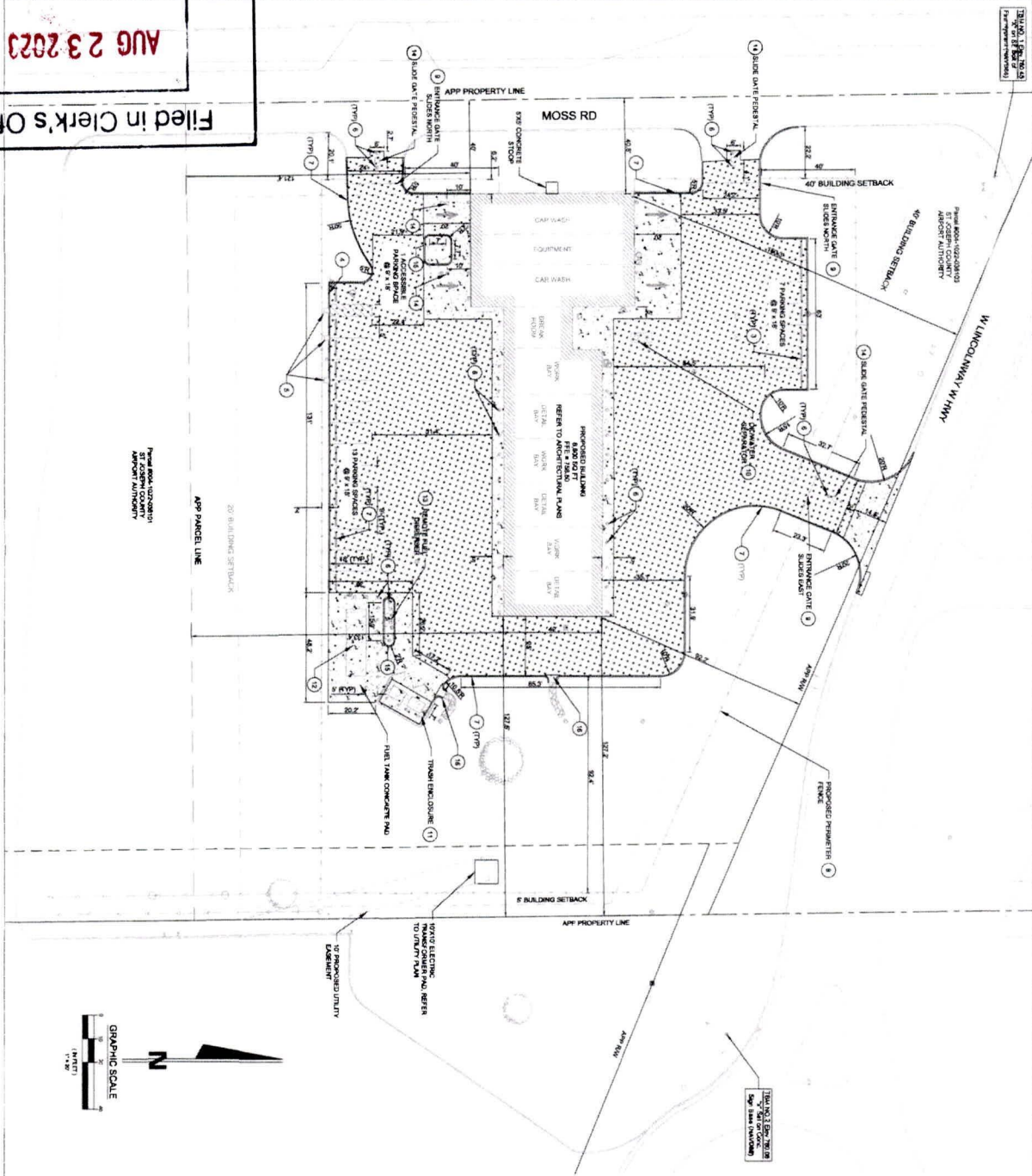
Variance to not construct public sidewalks where sidewalks are required under the I – Industrial Zoning requirements. The reason for requesting no sidewalks is this is all airport property and there are no pedestrians or places to walk to through this mostly vacated stretch of Lincolnway, on the south side of the airport.

Variance to not install bicycle racks for parking, where they may be required by the ordinance. The reason for no bicycle parking is this is a private facility that will not have customers of any kind. This carwash, and vehicle maintenance facility, will only be accessible by rental car employees with a scan card to take care of and service the fleet vehicles.

DAWN M. JONES
CITY CLERK, SOUTH BEND, IN

AUG 23 2023

Filed in Clerk's Office



DETAILS TABLE

NO.	DESCRIPTION	SHEET NO.
1	STANDARD ASPHALT PAVEMENT	DETAIL 1, SHEET 2010
2	CONCRETE PAVEMENT STANDARD	DETAIL 1, SHEET 2010
3	THICK CONCRETE, 4000 PSI 8" O.C. WITH REINFORCING BARS	DETAIL 1, SHEET 2010
4	PROPOSED ASPHALT PAVEMENT	DETAIL 1, SHEET 2010
5	PROPOSED CONCRETE PAVEMENT	DETAIL 1, SHEET 2010
6	PROPOSED FENCE	DETAIL 1, SHEET 2010
7	PROPOSED FENCE	DETAIL 1, SHEET 2010
8	PROPOSED FENCE	DETAIL 1, SHEET 2010
9	PROPOSED FENCE	DETAIL 1, SHEET 2010
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100	PROPOSED FENCE	DETAIL 1, SHEET 2010

SOUTH BEND INTERNATIONAL AIRPORT CAR WASH SITE PLANS

SOUTH BEND INTERNATIONAL AIRPORT
4477 PROGRESS DRIVE SOUTH BEND - INDIANA

JONES PETRIE RAFINSKI
1000 W. WASHINGTON ST. SOUTH BEND, IN 46601
Tel: 317.297.1792 Fax: 317.297.1792

DATE: 06/27/2023
JOB NUMBER: 2022-0298
SCALE: 1" = 80'

DESIGNED BY: RJA
DRAWN BY: RJA
CHECKED BY: RJA
APPROVED BY: RJA

REVISIONS:

REV	DESCRIPTION	BY	DATE

C201



Department of
Community Investment

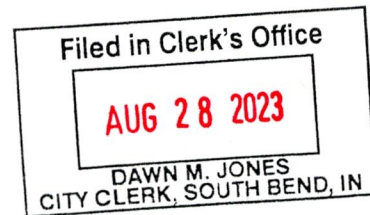
Memorandum

Monday, August 28, 2023

TO: Kara Boyles, Engineering
Gerard Ellis, Fire
Sandra Kennedy, Legal
Timothy Lancaster and Joseph Leszczynski, Police
Angela Smith, Community Investment - Zoning
Kelly J. Smith, Solid Waste
Kenisha Wells, Neighborhood Services & Enforcement
Kyle Willis, Administration & Finance

FROM: Michael Divita, Principal Planner

SUBJECT: Request for Service Reports
Airport-Moss Annexation Area
(100% Voluntary Annexation of Contiguous Property)



A petition for voluntary annexation of the Airport-Moss Annexation Area has been submitted to the City and will receive First Reading by the Common Council today, August 28, 2023.

The proposed Annexation Area consists of one parcel, a part of a second parcel, and adjacent right-of-way totaling about 3.3 acres and is located at the southeast corner of old Lincolnway West and Moss Road, near the South Bend International Airport entrance. The area is currently vacant and is zoned commercial in the County. With the annexation, the petitioner seeks zoning of I Industrial District to develop a car wash and detailing facility for car rental businesses at the airport.

Please complete the Service Report addressing how your Department will or can provide City services to the proposed Annexation Area, and return it to me **by September 11, 2023**. This deadline must be met so that the Legal Department can prepare the necessary resolutions in time to be considered by the Board of Public Works and the Board of Public Safety. A fact sheet, map, and an annexation schedule are attached to assist you in your review.

If you have any questions, please contact me at (574) 235-5843 or mdivita@southbendin.gov.

cc: Mayor James Mueller
Kacey Gergely, Chief of Staff, Office of the Mayor
Bob Palmer, Attorney for the Common Council
Caleb Bauer, Executive Director, Community Investment
Tim Corcoran, Director of Planning, Community Investment
Dawn M. Jones, City Clerk
Staff, City Clerk
Robert Kruszynski, County Surveyor



SERVICE REPORT CHECK LIST

- Department of Law:* 1) legal concerns, if any (if none, no report is required)
- Public Works:* 1) location, size, and capacity of water line(s)
2) listing of properties connected to water line(s)
3) location, size, and capacity of sewer line(s)
4) listing of properties connected to sewer line(s)
5) any public improvements required or suggested, such as street signs, street lighting, pavement upgrade, storm drainage
6) cost, timing, and source of funds for providing those improvements (within 1 year for non-capital items and 3 years for capital items)
7) a listing of properties covered by waivers
- Police Department:* 1) Police Beat to be assigned
2) cost, timing, and source of funds of providing any improvements
3) whether comparable response time can be maintained
- Fire Department:* 1) primary and secondary fire stations to be assigned
2) cost, timing, and source of funds of providing any improvements
3) whether comparable response time can be maintained
- Neighborhood Services:* 1) Inspector Area to be assigned
2) whether comparable response time can be maintained
- Zoning:* 1) current zoning of property
2) anticipated/required zoning
3) compatibility of land uses relative to city zoning
4) copies of recorded subdivision plats, if any
- Admin/Finance:* 1) (no report necessary for this annexation)
- Solid Waste:* 1) capacity to provide solid waste service
2) cost to owner of service
3) when service can begin
- County Surveyor:* 1) verify accuracy of legal description

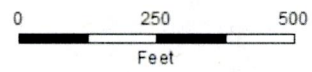
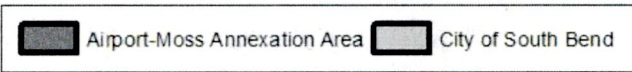
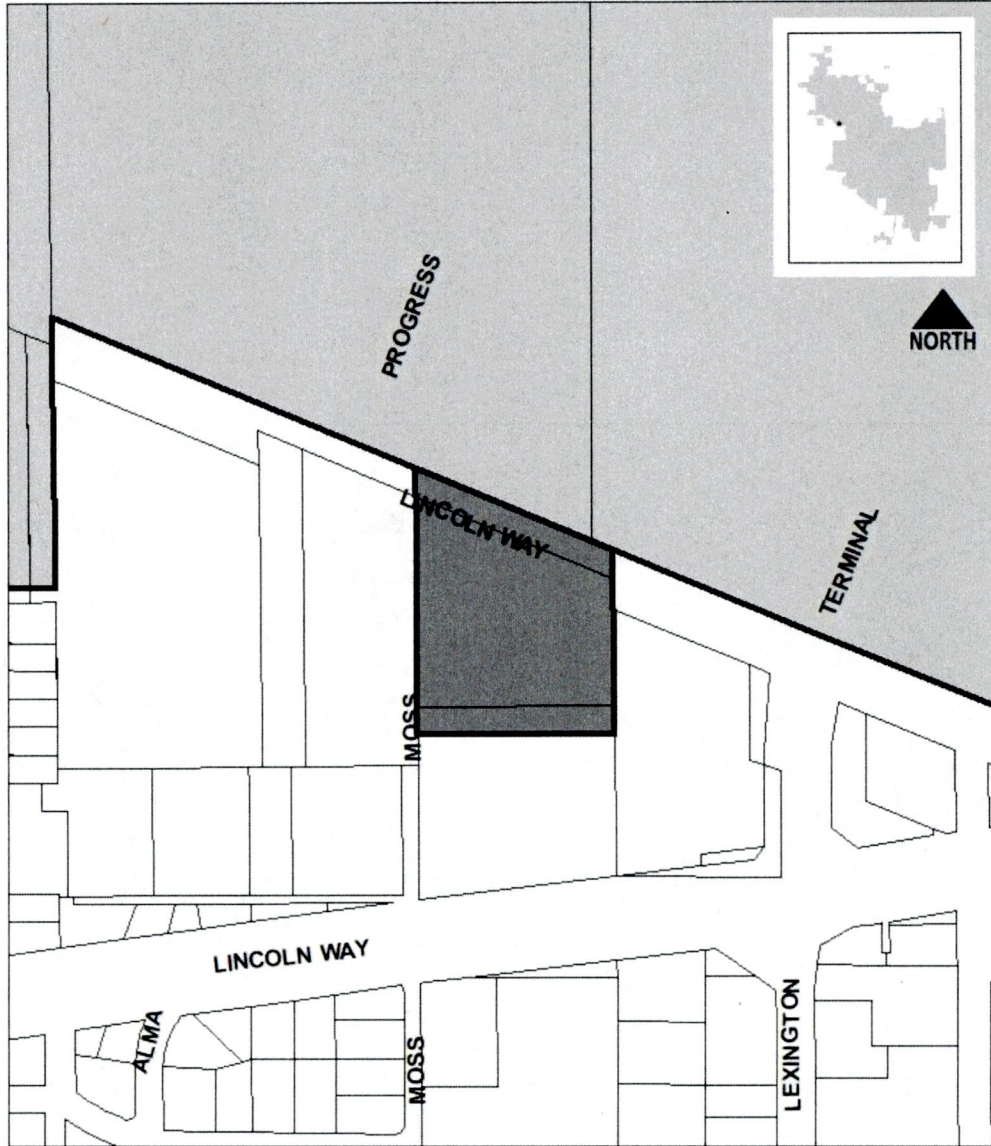
A. Annexation Criteria (Minimum)		Analysis	Criteria Met?
1.	Contiguity: At least 1/8 (12.5%)	25.1%	Yes
	<i>and</i>		
2.	100% of owners signed petition	100%	Yes
	<i>and</i>		
3.	a. essential City services are/can be provided		Yes
	b. City is able to provide services		Yes
	c. territory is contiguous		Yes

B. General

Location:	On the southeast corner of old Lincolnway West and Moss Road
Address(es):	Vacant land at 23114 Lincolnway West (old US 20)
Tax Key Number(s):	004-1022-038103 004-1022-038101 (part)
Subdivision(s) of Record:	None
Acres:	3.3
Current Net Assessment:	\$0
Current Population:	0
Proposed Population:	0
Current Land Use:	Vacant land
Proposed Land Use:	Car wash/detailing facility for car rental businesses at airport
Current Zoning:	C Commercial District, St. Joseph County
Proposed Zoning:	I Industrial District, City of South Bend
Council District:	1 st Council District
Scheduled Effective Date:	December 24, 2023
Comments:	Proposed Annexation Area includes the adjacent old Lincolnway West and Moss Road rights-of-way

Map

Airport-Moss Annexation Area



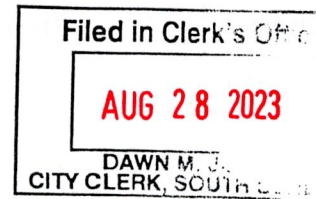
Prepared by City of South Bend Department of Community Investment August 28, 2023

Legal Description

Beginning at a point at the intersection of the north right-of-way line of old Lincolnway West with the western right-of-way line of Moss Road; thence south along the west right-of-way line of Moss Road a distance of 480'; thence east a distance of approximately 354' to the centerline of vacated Kensington Avenue; thence north along the centerline of vacated Kensington Avenue approximately 331' to the north line of Old Lincolnway West; thence northwest along the north right-of-way line of Old Lincolnway West approximately 390' to the point of beginning, all in Section 32, Township 38 North, Range 2 East.

Proposed Schedule for Airport-Moss Annexation Area

File Date	8/23/23
Fiscal Plan Service Request Sent	8/28/23
Council 1st Reading	8/28/23
Fiscal Plan Service Request Due	9/11/23
Plan Commission Public Hearing	9/18/23
Fiscal Plan Done	9/25/23
Council Advertisement	9/29/23
Board of Public Works Agenda Session	10/5/23
Board of Public Works Hearing	10/10/23
Board of Public Safety	10/18/23
Fiscal Plan Resolution to Clerk	10/18/23
Council 2nd Reading	10/23/23
Council 3rd Reading	11/13/23
Ordinance Advertised	11/24/23
Appeal Period Start	11/24/23
Appeal Period End	12/24/23





BILL NO. 74-23

City of South Bend

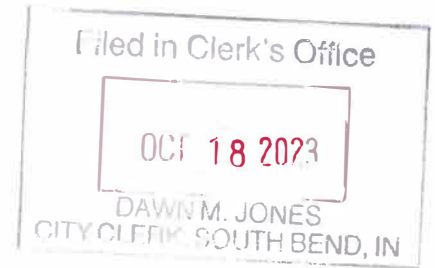
PLAN COMMISSION

County-City Building
227 W. Jefferson Blvd. 14005
South Bend, IN 46601
(574) 235-7627
www.southbendin.gov/zoning

October 17, 2023

Honorable Committee Chair Hamann
4th Floor, County-City Building
South Bend, IN 46601

RE: 1023 QUIMBY STREET – PC#0183-23



Dear Committee Chair Hamann:

Enclosed is an Ordinance for the proposed Zone Map Amendment at the above referenced location. Please include the attached Ordinance on the Council agenda for first reading at your October 23, 2023, Council meeting, and set it for public hearing at your December 11, 2023, Council meeting. The petition is tentatively scheduled for public hearing at the November 20, 2023, South Bend Plan Commission meeting. The recommendation of the South Bend Plan Commission will be forwarded to the Office of the City Clerk by noon on the day following the public hearing.

The petitioner provided the following to describe the proposed project:

To rezone the eastern half of the adjacent vacated alley from UF Urban Flex to U1 Urban Neighborhood 1 to match the parcel's zoning designation.

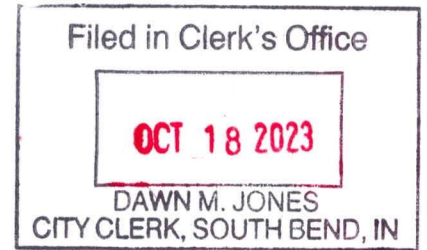
If you have any questions, please feel free to contact our office.

Sincerely,

Kari Myers
Zoning Specialist

CC: Bob Palmer

BILL NO. 10988-23
ORDINANCE NO. 74-23



AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED, 1023 QUIMBY STREET, COUNCILMANIC DISTRICT NO. 4 IN THE CITY OF SOUTH BEND, INDIANA

STATEMENT OF PURPOSE AND INTENT

Petitioners desire to rezone the east half of the adjacent north-south alley from UF Urban Flex to U1 Urban Neighborhood 1.

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

SECTION I. Ordinance No. 10689-19, which ordinance is commonly known as the Zoning Ordinance of the City of South Bend, Indiana, be and the same hereby amended in order that the zoning classification of the following described real estate in the City of South Bend, St. Joseph County, State of Indiana:

The east half of the first north-south alley lying west of Eddy Street, bounded on the south by the north right-of-way line of Quimby Street and bounded on the north by the first east-west alley lying north of Quimby Street, for an approximately running distance of 100 feet.

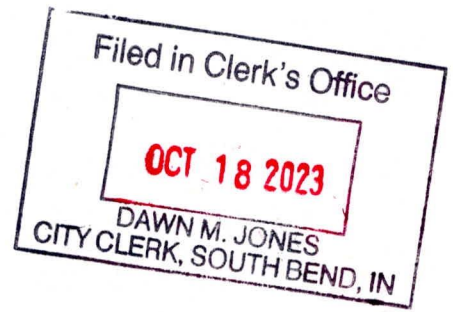
be and the same is hereby established as U1 Urban Neighborhood 1

SECTION II. This ordinance is and shall be subject to commitments as provided by Chapter 21-12.07(f)(7) Commitments, if applicable.

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

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 _____, 2022, at _____ o'clock ____ . m.

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

Approved and signed by me on the _____ day of _____, 2022, at ____ o'clock ____ .m.

James Mueller, Mayor
City of South Bend, Indiana

City of South Bend PLAN COMMISSION

Petition for Rezoning or Combined Public Hearing

Property Information

Tax Key Number 018-6006-0145

Address: 1023 Quimby Street

Owner: Elliot Properties, LLC

Legal Description:

The east half of the first north-south alley lying west of Eddy Street, bounded on the south by the north right of way line of Quimby Street and bounded on the north by the first east-west alley lying north of Quimby Street, for an approximate running distance of 100'.

Filed in Clerk's Office

OCT 28 2024

Project Summary

Elliot Properties owns all properties lying adjacent to this recently vacated alley. They wish for all of the alley to be associates with 1023 Quimby St. Therefor, this portion of the alley must be rezoned to match the zoning of Urban Neighborhood 1.

Requested Action

Application includes (check all that apply)

Rezoning

Current District: UF Urban Flex

Additional Districts, if applicable

Proposed District U1 Urban Neighborhood 1

Additional Districts, if applicable

The Plan Commission and Council will consider the following in the review of a rezoning petition:

- (1) The comprehensive Plan;*
- (2) Current conditions and the character of the current structures and uses in each district;*
- (3) The most desirable use for which the land in each district is adapted;*
- (4) The conservation of property values throughout the jurisdiction; and*
- (5) Responsible development and growth.*

Subdivision – *complete and attach subdivision application*

Special Exception – *complete and attach Criteria for Decision Making*

Use requested: _____

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

Variance(s) requested: _____

Required Documents

- Completed Application (including Contact Information)
- Site Plan drawn to scale
- Filing Fee
- Additional documents as noted above

Filed in Clerk's Office
OCT 18 2023
DAWN M. JONES
CITY CLERK, SOUTH BEND, IN

Contact information

Property owner(s) of the petition site:

Name: Elliot Properties LLC

Address: 615 W. Colfax Avenue
South Bend, Indiana 46601

Name: _____

Address: _____

Name: _____

Address: _____

Contact Person:

Name: Wightman c/o Terry Lang

Address: 1402 Mishawaka Avenue
South Bend, Indiana 46615


Phone Number: 574-233-1841

E-mail: TLang@gowightman.com

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

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

Property Owner (s) Signatures:


BRAD L. EMBERTON, MEMBER



BILL NO. 75-23

City of South Bend

PLAN COMMISSION

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

October 17, 2023

Honorable Committee Chair Hamann
4th Floor, County-City Building
South Bend, IN 46601

RE: 1119 N Twyckenham Drive, PC#0174-23

Dear Committee Chair Hamann:

Enclosed is an Ordinance for the proposed Zone Map Amendment at the above referenced location. Please include the attached Ordinance on the Council agenda for first reading at your October 23, 2023, Council meeting, and set it for public hearing at your November 13, 2023, Council meeting. The petition was heard at the October 16, 2023, Plan Commission meeting. The recommendation of the South Bend Plan Commission will be forwarded to the Office of the City Clerk.

The petitioner provided the following to describe the proposed project:

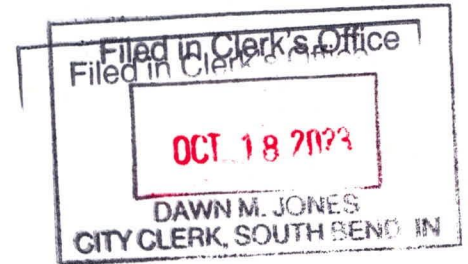
Rezone the property from S1 Suburban Neighborhood 1 to U1 Urban Neighborhood 1 to allow for a subdivision for three single family home lots.

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

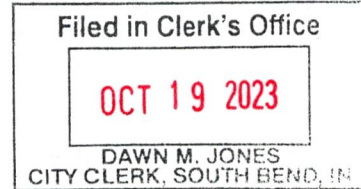
Sincerely,

Kari Myers
Zoning Specialist

CC: Bob Palmer



BILL NO. 75-23
ORDINANCE NO. 10989-23



**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,
INDIANA, AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED 900
S FRANKLIN COUNCILMANIC DISTRICT NO. 4 IN THE CITY OF SOUTH BEND,
INDIANA**

STATEMENT OF PURPOSE AND INTENT

Petitioners desire to rezone the property from S1 Suburban Neighborhood 1 to U1 Urban Neighborhood 1.

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

SECTION I. Ordinance No. 10689-19, which ordinance is commonly known as the Zoning Ordinance of the City of South Bend, Indiana, be and the same hereby amended in order that the zoning classification of the following described real estate in the City of South Bend, St. Joseph County, State of Indiana:

LOT NUMBERED THREE (3) AND FOUR (4) AS SHOWN ON THE RECORDED PLAT OF SAM WILLIAMS ADDITION, AN ADDITION TO THE CITY OF SOUTH BEND, AS RECORDED NOVEMBER 4, 1954, IN PLAT BOOK 19, PAGE W OF THE RECORDS OF SAID COUNTY IN ST. JOSEPH COUNTY, INDIANA

COMMONLY KNOWN AS 1119 N TWYCKENHAM DRIVE

be and the same is hereby established as Urban Neighborhood 1.

SECTION II. This ordinance is and shall be subject to commitments as provided by Chapter 21-12.07(f)(7) Commitments, if applicable.

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

Sharon McBride, Council President
South Bend Common Council

Attest:

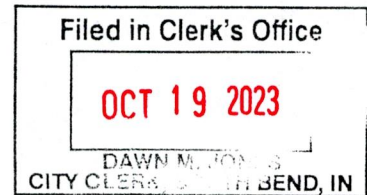
Dawn M. Jones, City Clerk
Office of the City Clerk

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 PLAN COMMISSION

Petition for Rezoning or Combined Public Hearing

Property Information

Tax Key Number: 018-5194-7584

Address: 1119 N Twyckenham Drive, South Bend, Indiana 46617

Owner: Vision Realty Int'l LLC

Legal Description:

Lots numbered three (3) and four (4) as shown on the recorded Plat of Sam Williams Addition, an Addition to the City of South Bend, as recorded November 4, 1954 in Plat Book 19, Page "W" of the records of said county in St. Joseph County, Indiana.



Project Summary

The owners wish to rezone this parcel and re-establish the property lines to create 3 buildable lots. These lots shall have individual townhouses constructed on them. A reduction by 1 foot in the side yard setback shall be requested to accommodate a larger townhouse.

Requested Action

Application includes (check all that apply)

Rezoning

Current District: S1 Suburban Neighborhood 1

Additional Districts, if applicable

Proposed District U2 Urban Neighborhood 2

Additional Districts, if applicable

The Plan Commission and Council will consider the following in the review of a rezoning petition:

- (1) The comprehensive Plan;*
- (2) Current conditions and the character of the current structures and uses in each district;*
- (3) The most desirable use for which the land in each district is adapted;*
- (4) The conservation of property values throughout the jurisdiction; and*
- (5) Responsible development and growth.*

Subdivision – complete and attach subdivision application

Special Exception – complete and attach Criteria for Decision Making

Use requested: _____

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

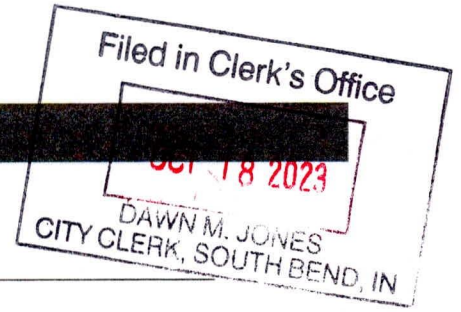
Variance(s) requested:

A variance from the required 5' side yard setback to a 4' setback on all side yards of Lots 1, 2 and 3.

Required Documents

- Completed Application (including Contact Information)
- Site Plan drawn to scale
- Filing Fee
- Additional documents as noted above

Contact information



Property owner(s) of the petition site:

Name: Vision Realty Int'l LLC
Address: 4404 Technology Drive
South Bend, Indiana 46628

Name: _____

Address: _____

Name: _____

Address: _____

Contact Person:

Name: Wightman attn. Terry Lang
Address: 1402 Mishawaka Avenue
South Bend, Indiana 46615

Phone Number: 574-233-1841

E-mail: TLang@gowightman.com

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

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

Property Owner (s) Signatures:

Stephen C. Anid

BILL NO. 62-23

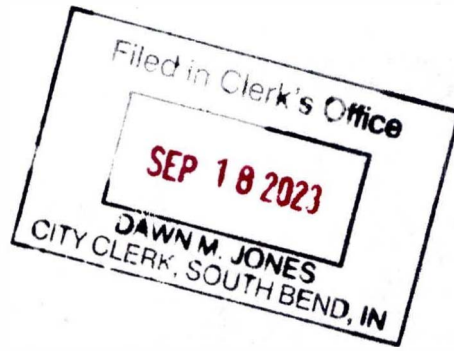


TRANSFORMATION
MINISTRIES

1101 King str | South Bend, IN 46616

574.299-3935

orlandomendez@Transformation58.com



TO: South Bend Indiana Clerk's Office

SUBJECT: Alley/Street Vacation: East/West Street at 1101 King St. from Kessler Blvd.

To Whom It May Concern,

Transformation Ministries, a nonprofit based in Keller Park, is petitioning to vacate the east/west street at 1101 King St. from Kessler Blvd. As part of its mission to mentor the youth of South Bend through meaningful work, Transformation Ministries runs a lawncare and landscaping business that uses the 1101 King St. property to store its trucks, trailers, and other equipment. The vacation of the alley specified in this petition will:

1. Ensure our staff and the youth we employ are able to consistently back our trucks and trailers into our storage facilities. (When the alley is occupied by other vehicles or objects, it is impossible for us to adequately maneuver the equipment needed to provide our services).
2. Provide a solid surface on which to place our dumpsters, as mandated by the Health Department.

We have received a favorable recommendation for our petition from the Board of Public Works and have already implemented their stipulations of 1) maintaining unobstructed access the fire hydrant; 2) leaving a three-foot clear space around the fire hydrant's circumference; and 3) prohibiting parking within 15 feet of the fire hydrant (see photo on the next page).

Thank you for your consideration, and please let us know if you have any additional questions or concerns.

Sincerely,

Orlando Mendez

Director of Facilities and Hospitality

BILL NO. 62-23

ORDINANCE NO. 10976-23



AN ORDINANCE TO VACATE THE FOLLOWING DESCRIBED PROPERTY:

Part of the South Half of the Southwest Quarter of Section 35, Township 38 North, Range 2 East of the 2nd Principal Meridian, Portage Township, St. Joseph County, Indiana being more particularly described as follows:

Commencing at the Northeast corner of Lot 49 on the recorded plat of Northwest Addition 2nd plat in the Office of the Recorder of St. Joseph County, Indiana; thence South 90°00'00" East along the Southerly right of way line of McCartney Street, a distance of 72.90 feet; thence South 0°05'13" East a distance of 269.55 feet to the Northerly right-of-way line of King Street and the point of beginning of this description; thence continuing South 0°05'13" East a distance of 60.00 feet to the Southerly right-of-way line of said King Street; thence South 90°00'00" West along said Southerly right-of-way line a distance of 64.00 feet; thence North 0°05'13" West a distance of 60.00 feet to the Northerly right-of-way line of said King Street; thence North 90°00'00" East along the said Northerly right-of-way line a distance of 64.00 feet to the point of beginning of this description.

Containing 3,840 Square Feet

STATEMENT OF PURPOSE AND INTENT

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

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

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

Part of the South Half of the Southwest Quarter of Section 35, Township 38 North, Range 2 East of the 2nd Principal Meridian, Portage Township, St. Joseph County, Indiana being more particularly described as follows:

Commencing at the Northeast corner of Lot 49 on the recorded plat of Northwest Addition 2nd plat in the Office of the Recorder of St. Joseph County, Indiana; thence South 90°00'00" East along the Southerly right of way line of McCartney Street, a distance of 72.90 feet; thence South 0°05'13" East a distance of 269.55 feet to the Northerly right-of-way line of King Street and the point of beginning of this description; thence continuing South 0°05'13" East a distance of 60.00 feet to the Southerly right-of-way line of said King Street; thence South 90°00'00" West along said Southerly right-of-way line a distance of 64.00 feet; thence North 0°05'13" West a distance of 60.00 feet to the Northerly right-of-way line of said King Street; thence North 90°00'00" East along the said Northerly right-of-way line a distance of 64.00 feet to the point of beginning of this description.

Containing 3,840 Square Feet

hereby determines that it is desirable to vacate said property.

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

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

Parcel ID 018-2168-6182 and 018-2110-4067

Section IV. The purpose of the vacation of the real property is

The adjoining owner to the north, Transformation Ministries, plans to use the vacated right of way of King Street to secure access to the east portion of the building. Maintenance equipment, trailers and the owner's vehicles will be stored in the building. This will allow the owner to access the this area of the building without any obstructions.

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

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.

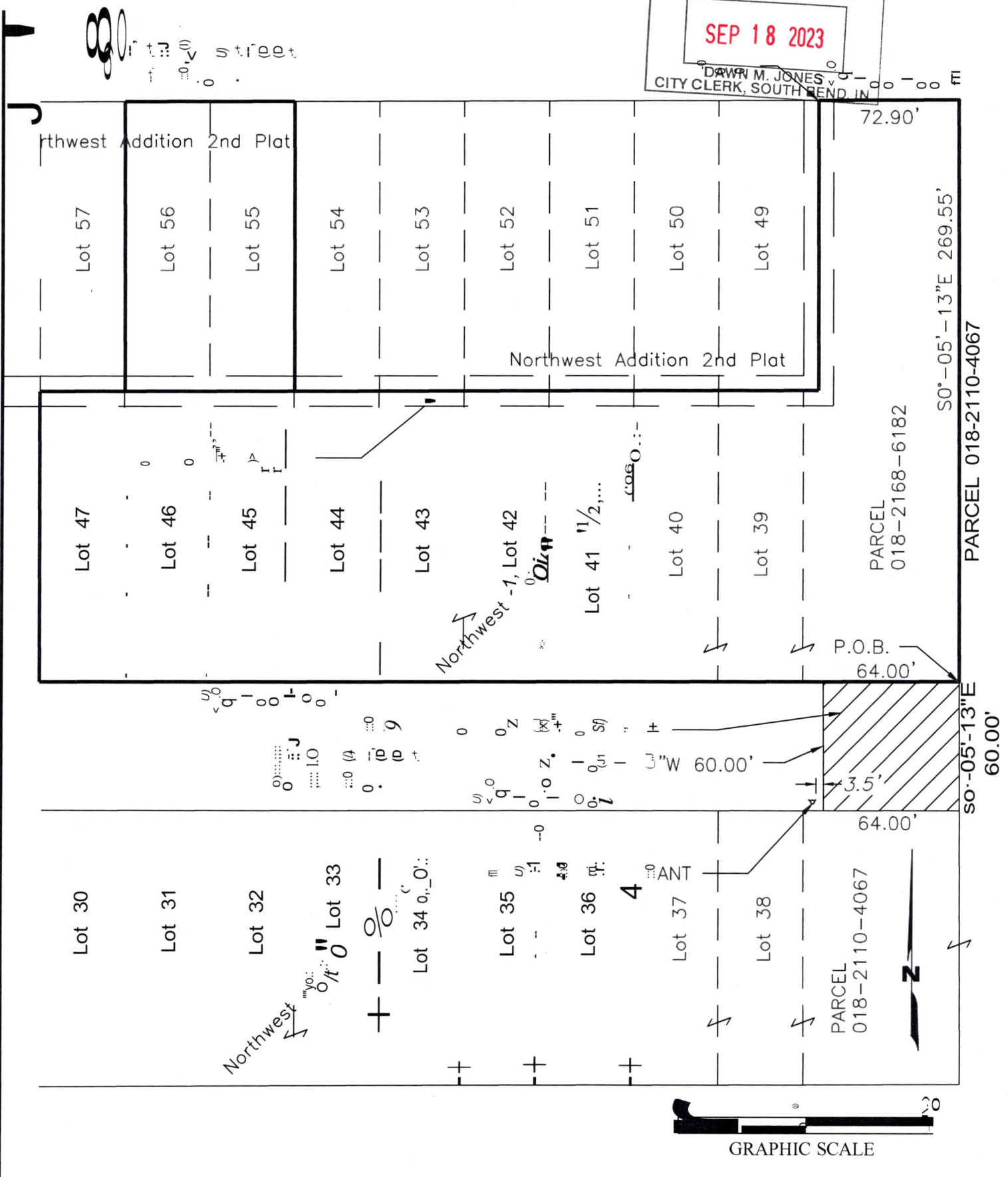
Dawn M. Jones, City Clerk
Office of the City Clerk

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
SEP 18 2023
DAWN M. JONES
CITY CLERK, SOUTH BEND

Filed in Clerk's Office
SEP 18 2023
 DAWN M. JONES
 CITY CLERK, SOUTH BEND, IN



PATH: \\SAM\CLIENT\PROJECTS\1022068741\1022068741\DESIGN\1022068741.DWG
 PLOT: 1022068741-DESIGN.DWG

KING STREET RIGHT OF WAY VACATION
 TRANSFORMATION MINISTRIES, INC.
 1101 KING STREET, SOUTH BEND

SCALE: 1" = 60'

ENGINEER: DEBRA S. HUGHES P.E.

TECHNICIAN: AKM

DRAWING: 1022068741-DESIGN.DWG



2810 Dexter Drive
 Elkhart, IN 46514
 Phone: 574-266-1010
 Email: info@sam.biz

SHEET 1
 OF 1

JOB NUMBER: 1022068741

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



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

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

August 8, 2023

Ms. Maggie VanZalen - Transformation Ministries
1101 King St.
South Bend, IN 46616
maggiervanzalen@transformation58.com

RE: Alley/Street Vacation – East/West Street at 1101 King St. from Kessler Blvd. (Preliminary Review)

Dear Ms. VanZalen:

At its August 8, 2023 meeting, the Board of Public Works reviewed comments by the Engineering Division, Community Investment, Fire Department, Police Department. The following comments and recommendations were submitted:

Per IC 36-7-3-13, the vacation would not hinder the growth or orderly development of the unit or neighborhood in which it is located or to which it is contiguous. The vacation would not make access to the lands of the aggrieved person by means of public way difficult or inconvenient. The vacation would not hinder the public's access to a church, school or other public building or place. The vacation would not hinder the use of a public right of way by the neighborhood in which it is located or to which it is contiguous.

Therefore, the Board of Public Works submitted a **favorable** recommendation for the vacation of this street **subject to access of the fire hydrant. The vacation will need to be three (3) feet less to the East with added No Parking Striping and Bollards.** If you still wish to pursue this street vacation, please bring this BPW Recommendation Packet to the City Clerk's Office, located on the 4th floor of the County-City Building. Alley/Street vacations require a presentation to the Common Council, approval of an ordinance, and certification of the ordinance from the Mayor. The property must then be recorded with the Recorder's Office to ensure that your 50% ownership of the property is appropriately transferred to your name. If you have any questions about how the street vacation will affect your property taxes, please contact the Auditor's Office.

If you have any further questions, please call this office at (574) 235-9251.

Sincerely,

/s/ Theresa Heffner

Theresa Heffner, Clerk

Enclosures
TH/lh



STREET/ALLEY VACATION APPLICATION
 City of South Bend - Board of Public Works
 227 W. Jefferson Boulevard, Ste. 1316
 South Bend, IN 46601

Date: 5/24/2023 Phone #: 616-283-5590
 Name: Maggie VanZalen - Transformation Ministries Email: maggievanzalen@transformation58.com

Property Address: 1101 King St, South Bend, IN 46616

Applicant property information: Residential Commercial Industrial

Describe the general alley location with boundaries (Ex: Church Pl, between E. Colfax Ave & E. LaSalle Ave):
 Portion of King Street shown in attached picture. From farthest east end of King Street up to the fire hydrant location as shown. The fire hydrant is approximately 68' from the east property line.

Is your property adjacent to the alley of interest? Yes No
 Do you own all adjacent properties to the alley of interest? Yes No
 Does the existing alley provide garage access to other property owners? Yes No
 Does the alley receive daily traffic excluding your own use? Yes No
 Would the vacation hinder public access to any of the following: a church, school, or any other public building or place? Yes No

Reason for street/alley vacation and proposed use:

This portion of the street will have no traffic except Transformation Ministries staff. Transformation will be able to use this part of King Street to secure access to the east portion of the building where their lawn equipment trailers and vehicles will be stored and they can pull them in and out of the building without any possible obstructions.

A map MUST be provided highlighting the area you would like to vacate with this application.

OFFICE USE ONLY:

Board Recommendation: Yes No

CITY OF SOUTH BEND, INDIANA
 BOARD OF PUBLIC WORKS

Elizabeth A. Maradik

Elizabeth A. Maradik, President

Gary A. Gilot

Gary A. Gilot, Member

Murray L. Miller

Murray L. Miller, Member

Joseph R. Molnar

Joseph R. Molnar, Vice President

Alexandra Dolz-Lane

Alexandra Dolz-Lane, Member

Theresa M. Heffner

Attest: Theresa M. Heffner, Clerk

Date: August 8, 2023

1222 S. Michigan Street
South Bend, Indiana 46601-2821



Phone (574) 235-9255
Fax (574) 235-9305

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
SOUTH BEND FIRE DEPARTMENT

CARL R. BUCHANON
FIRE CHIEF



MICHAEL J. DAMIANO
ASST. CHIEF OPERATIONS

GERARD ELLIS
ASST. CHIEF FIRE PREVENTION

TODD L. SKWARCAN
ASST. CHIEF SERVICES

ANDREW J. MYER
ASST. CHIEF EMS

BRANDON ROARK
ASST. CHIEF TRAINING













018-2168-6167 018-2168-6169 018-2168-6172 018-2168-6174 018-2168-618201

018-2168-617701 018-2168-6177

018-2168-6182

018-2110-4067

WKING ST

-6185

018-2168-6188

018-2110-4067

2168-6187

018-1094-3946

018-1094-3957

gview