



OFFICE OF THE CITY CLERK

BIANCA L. TIRADO, CITY CLERK

MEMORANDUM

TO: MEMBERS OF THE COMMON COUNCIL
FROM: BIANCA L. TIRADO, CITY CLERK
DATE: WEDNESDAY, JUNE 17, 2026
SUBJECT: COMMITTEE MEETING NOTICE

The following Common Council Committee Meetings have been scheduled for **Monday, June 22, 2026:**

Council Chambers
3rd Floor City Hall
215 S. Dr. Martin Luther King Jr. Blvd.
South Bend, IN 46601

The Council Chambers will be Open to the Public. Members of the Public may Attend this Meeting Virtually via Microsoft Teams Meeting app here: <https://tinyurl.com/062226CC>

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

1. [Bill No. 33-26](#) - Q2 2026 Additional Appropriations
2. [Bill No. 34-26](#) - Q2 2026 Budget Transfers
3. [Bill No. 35-26](#) - Q2 2026 Nonbargaining Salary Ordinance Amendment
4. [Bill No. 26-19](#) - Appointing an Agent/Negotiator and an Advisory Common Council Negotiating Team to Represent the Common Council in the Upcoming South Bend Fraternal Order of Police Lodge #36 Negotiations

4:20 P.M. **ZONING & ANNEXATION** **CHAIRPERSON, DR. DAVIS**

1. [Bill No. 29-26](#) - Amending the Zoning Ordinance for Property Located at 4101 South Main Street and 4115 South Main Street
2. [Bill No. 30-26](#) - Amending the Zoning Ordinance for Various Properties Located on Scott Street, West Wayne Street, and Hoose Court
3. [Bill No. 32-26](#) - Amending the Zoning Ordinance for Property Located at Coal Line Trail at 1241 Riverside Drive
4. Discussion - Ways to Establish a Dedicated Neighborhood Fund in the LaSalle Park Area

INTEGRITY | SERVICE | ACCESSIBILITY

Jasmine Jackson
CHIEF DEPUTY CITY CLERK / CHIEF OF STAFF

Matthew Neal
DEPUTY CITY CLERK / DIRECTOR OF POLICY

Veronica Pitt-Payne
DIRECTOR OF SPECIAL PROJECTS

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

300 City Hall | 215 S. Martin Luther King, Jr. Blvd. | South Bend, Indiana 46601 | p. 574.235.9221 | f. 574.235.9173 | www.southbend.in.gov



5:00 P.M.

COMMUNITY INVESTMENT

CHAIRPERSON, WHITE

1. [Bill No. 31-26](#) - Ordinance Authorizing Payments in Lieu of Taxes for Western Avenue I, LLC *Substitute*
2. [Bill No. 36-26](#) - Ordinance Authorizing Payments in Lieu of Taxes for Beacon Apartments Preservation, LLC
3. [Bill No. 37-26](#) - Authorizing the City to Fund Its Taxable Economic Development Revenue Note, Series 2026 (Beacon Heights Project) and Approving and Authorizing Other Actions in Respect Thereto *Substitute*
4. [Bill No. 26-17](#) - Resolution Approving and Authorizing the Purchase of Real Property Located at 2950 Lathrop Street

5:30 P.M.

RESIDENTIAL NEIGHBORHOODS

CHAIRPERSON, WHITE

1. [Bill No. 26-16](#) - A Resolution Acknowledging the History of Racial Discrimination, Environmental Harm, Disinvestment, and Industrial Pollution Impacting the LaSalle Park Neighborhood, and Formally Apologizing to the Residents and Families of the Community
2. [Bill No. 26-18](#) - Resolution Formally Accepting the Historical Sections of the Final Report of the Reparatory Justice Commission and the History of Racial Discrimination Against Black Residents Documented Therein, Acknowledging the Analyses and Recommendations Sections of the Report for Purposes of Policy Discussions, and Issuing a Formal Apology From the Common Council and on Behalf of the City of South Bend

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

INFORMAL MEETING OF THE COMMON COUNCIL

PRESIDENT, C. LEE

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

cc: Mayor James Mueller
Committee Meeting List
Media

NOTICE FOR VIRTUAL ATTENDEES

Virtual attendees wishing to speak during the public portion of the meeting must activate their camera, displaying the speaker, to be recognized by the Chair.

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, June 22, 2026
7:00 P.M.

The South Bend Common Council meeting will be open to the public at the Council Chambers on the 3rd floor of the South Bend City Hall, 215 South Dr. Martin Luther King Jr. 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/SBCC062226>

1. **INVOCATION**

PASTOR LOWELL KOSAK | LIVING STONES CHURCH

2. **PLEDGE TO THE FLAG**

3. **ROLL CALL**

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

JUNE 8, 2026

5. **SPECIAL BUSINESS**

6. **REPORTS FROM CITY OFFICES**

AGE-FRIENDLY PLAN – DEPUTY CHIEF OF STAFF ALLIE DOLZ-LANE

7. **COMMITTEE OF THE WHOLE**

TIME: _____

BILL NO.

29-26 PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED AT 4101 SOUTH MAIN STREET AND 4115 SOUTH MAIN STREET COUNCILMANIC DISTRICT NO. 5 IN THE CITY OF SOUTH BEND, INDIANA

- [30-26](#) PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED AT 223 SOUTH SCOTT STREET, 227 SOUTH SCOTT STREET, 705 WEST WAYNE STREET, 711 WEST WAYNE STREET, 713 WEST WAYNE STREET, 717 WEST WAYNE STREET, 723 WEST WAYNE STREET, 725 WEST WAYNE STREET, 729 WEST WAYNE STREET, AND 710 HOOSE COURT (PARCEL IDs: 018-8154-5549, 018-8154-5550, 018-8154-5563, 018-8154-5556) COUNCILMANIC DISTRICT NO. 1 IN THE CITY OF SOUTH BEND, INDIANA
- [31-26](#) PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AUTHORIZING PAYMENTS IN LIEU OF TAXES FOR WESTERN AVENUE I, LLC (SUBSTITUTE)
- [32-26](#) PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED AT COAL LINE TRAIL 1241 RIVERSIDE PARCEL ID# 018-1094-3937 COUNCILMANIC DISTRICT NO. 1, 2, AND 4 IN THE CITY OF SOUTH BEND, INDIANA
- [33-26](#) PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROPRIATING ADDITIONAL FUNDS FOR CERTAIN DEPARTMENTAL AND CITY SERVICES OPERATIONS FOR THE YEAR 2026 OF \$32,358 FROM THE GENERAL FUND (#101), \$75,410 FROM THE PARKS AND RECREATION FUND (#201), \$70,000 FROM THE MOTOR VEHICLES HIGHWAY FUND (#202), \$360,000 FROM THE COMMUNITY INVESTMENT OPERATING FUND (#211), \$7,034,537 FROM THE COMMUNITY INVESTMENTS GRANTS FUND (#212), \$767,050 FROM THE GIFT, DONATION, BEQUEST FUND (#217), \$37,000 FROM THE UNSAFE BUILDING FUND (#219), \$100,000 FROM THE LOSS RECOVERY FUND (#227), \$122,500 FROM THE CODE ENFORCEMENT FUND (#230), \$1,000,000 FROM THE LOCAL ROADS & STREET FUND (#251), \$79,443 FROM THE IT/INNOVATION/311 CALL CENTER FUND (#279), \$80,000 FROM THE INDIANA RIVER RESCUE FUND (#291), \$1,600,000 FROM THE LOCAL INCOME TAX – ECONOMIC DEVELOPMENT FUND (#408), \$255,000 FROM THE WATER WORKS OPERATIONS FUND (#620), \$994,620 FROM THE WATER WORKS CAPITAL FUND (#622), \$420,000 FROM THE SEWAGE WORKS OPERATIONS FUND (#641)
- [34-26](#) PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, FOR BUDGET TRANSFERS FOR VARIOUS DEPARTMENTS WITHIN THE CITY OF SOUTH BEND, INDIANA FOR THE YEAR 2026

[35-26](#) PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING ORDINANCE NO. 11233-25, WHICH FIXES MAXIMUM SALARIES AND WAGES OF APPOINTED OFFICERS AND NON-BARGAINING EMPLOYEES OF EXECUTIVE DEPARTMENTS OF THE CITY OF SOUTH BEND FOR CALENDAR YEAR 2026, TO INCREASE SALARIES OF CERTAIN POSITIONS WITHIN THE HUMAN RIGHTS COMMISSION, VENUES PARKS & ARTS, AND PUBLIC WORKS DEPARTMENTS

[36-26](#) PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AUTHORIZING PAYMENTS IN LIEU OF TAXES FOR BEACON APARTMENTS PRESERVATION LLC

[37-26](#) PUBLIC HEARING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AUTHORIZING A DIRECT LOAN TO THE DEVELOPER OF AN ECONOMIC DEVELOPMENT FACILITY (BEACON HEIGHTS PROJECT) AND APPROVING OTHER MATTERS IN CONNECTION THEREWITH (**SUBSTITUTE**)

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

TIME: _____

[29-26](#) THIRD READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED AT 4101 SOUTH MAIN STREET AND 4115 SOUTH MAIN STREET COUNCILMANIC DISTRICT NO. 5 IN THE CITY OF SOUTH BEND, INDIANA

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9. **RESOLUTIONS**

BILL NO.

26-16 A RESOLUTION OF THE SOUTH BEND COMMON COUNCIL ACKNOWLEDGING THE HISTORY OF RACIAL DISCRIMINATION, ENVIRONMENTAL HARM, DISINVESTMENT, AND INDUSTRIAL POLLUTION IMPACTING THE LASALLE PARK NEIGHBORHOOD, AND FORMALLY APOLOGIZING TO THE RESIDENTS AND FAMILIES OF THE COMMUNITY

26-17 A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 2950 LATHROP STREET, SOUTH BEND, INDIANA

26-18 A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, FORMALLY ACCEPTING THE HISTORICAL SECTIONS OF THE FINAL REPORT OF THE REPARATORY JUSTICE COMMISSION AND THE HISTORY OF RACIAL DISCRIMINATION AGAINST BLACK RESIDENTS DOCUMENTED THEREIN, ACKNOWLEDGING THE ANALYSES AND RECOMMENDATIONS SECTIONS OF THE REPORT FOR PURPOSES OF POLICY DISCUSSIONS, AND ISSUING A FORMAL APOLOGY FROM THE COMMON COUNCIL AND ON BEHALF OF THE CITY OF SOUTH BEND

26-19 A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPOINTING AN AGENT/NEGOTIATOR AND AN ADVISORY COMMON COUNCIL NEGOTIATING TEAM TO REPRESENT THE COMMON COUNCIL IN THE UPCOMING SOUTH BEND FRATERNAL ORDER OF POLICE LODGE #36 NEGOTIATIONS

10. **BILLS ON FIRST READING**

BILL NO.

38-26 FIRST READING ON AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROVING A PETITION OF THE ADVISORY BOARD OF ZONING APPEALS FOR THE PROPERTY LOCATED AT 2404 WEST WESTERN AVENUE COUNCILMANIC DISTRICT NO. 6 IN THE CITY OF SOUTH BEND, INDIANA

11. **UNFINISHED BUSINESS**

12. **NEW BUSINESS**

13. **PRIVILEGE OF THE FLOOR**

14. **ADJOURNMENT**

TIME: _____

NOTICE FOR VIRTUAL ATTENDEES

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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

In the interest of providing greater public access and to promote greater transparency, the South Bend Common Council agenda has been translated into Spanish. All agendas are available online from the Council's website, and also in paper format in the Office of the City Clerk, 4th Floor County-City Building. Reasonable efforts have been taken to provide an accurate translation of the text of the agenda, however, the officiate is the English version. Any discrepancies which may be created in the translation are not binding. Such translations do not create any right or benefit, substantive or procedural, enforceable at law or equity by a party against the Common Council or the City of South Bend, Indiana.



2026 COMMON COUNCIL STANDING COMMITTEES (Rev. 06-02-2026)

COMMUNITY INVESTMENT COMMITTEE

Oversees the various activities of the Department of Community Investment. This Committee reviews all real and personal tax abatement requests and works closely with the Business Development Team.

Karen L. White, Chairperson
Ophelia Gooden-Rodgers, Vice-Chairperson
Thomas Gryp, *Citizen Member*

Sheila Niezgodski, Member
Sherry Bolden-Simpson, Member
Kevin Upton, *Citizen Member*

COMMUNITY RELATIONS COMMITTEE

Oversees the various activities of the Engagement and Economic Empowerment, Neighborhood Development, and Community Resources Teams within the City's Department of CI and is charged with facilitating partnerships and ongoing communications with other public and private entities operating within the City.

Ophelia Gooden-Rodgers, Chairperson
Karen L. White, Vice-Chairperson
Sherry Bolden-Simpson, Member

Dr. Heidi Beidinger, Member
Sheila Niezgodski, Member
Alice Pickens, *Citizen Member*

COUNCIL RULES COMMITTEE

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

Canneth Lee, Member
Sheila Niezgodski, Member

Ophelia Gooden-Rodgers, Member

HEALTH AND PUBLIC SAFETY COMMITTEE

Oversees the various activities performed by the Fire and Police Departments, EMS, Department of Code Enforcement, ordinance violations, and related health and public safety matters.

Rachel Tomas Morgan, Chairperson
Sharon McBride, Vice-Chairperson
Sheila Niezgodski, Member
Savino Rivera Jr., *Citizen Member*

Dr. Heidi Beidinger, Member
Dr. Oliver Davis, Member
Brittney Erp, *Citizen Member*

INFORMATION AND TECHNOLOGY COMMITTEE - Innovation

Oversees the various activities of the City's Department of Innovation, which includes the Divisions of Information Technology and 311 so that the City of South Bend remains competitive and on the cutting edge of developments in this area. Reviewing and proposing upgrades to computer systems and web sites, developing availability and access to GIS data and related technologies are just some of its many activities.

Rachel Tomas Morgan, Chairperson
Sherry Bolden-Simpson, Vice-Chairperson
Sharon McBride, Member
Joshua Walters, *Citizen Member*

Dr. Heidi Beidinger, Member
Dr. Oliver Davis, Member
Maria Gibbs, *Citizen Member*

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

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



the Department of Venues Parks and Arts.

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

Ophelia Gooden-Rogers, Member
Sherry Bolden-Simpson, Member
Aaron Nichols, *Citizen Member*

PERSONNEL AND FINANCE COMMITTEE

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

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

Ophelia Gooden-Rogers, Member
Rachel Tomas Morgan, Member

PUBLIC WORKS AND PROPERTY VACATION COMMITTEE

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

Ophelia Gooden-Rogers, Chairperson
Sheila Niezgodski, Vice-Chairperson
Abel Gonzalez, *Citizen Member*

Dr. Heidi Beidinger, Member
Dr. Oliver Davis, Member

RESIDENTIAL NEIGHBORHOODS COMMITTEE

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

Karen L. White, Chairperson
Sheila Niezgodski, Vice-Chairperson
Sherry Bolden-Simpson, Member
Jessie Whitaker, *Citizen Member*

Ophelia Gooden-Rogers, Member
Sharon McBride, Member
Angela Smith, *Citizen Member*

UTILITIES COMMITTEE

Oversees the activities of all enterprise entities including but not limited to the Bureau of Waterworks, Bureau of Sewers, and all related matters.

Sherry Bolden-Simpson, Chairperson
Rachel Tomas Morgan, Vice-Chairperson
Dr. Oliver Davis, Member
Joseph Mayer, *Citizen Member*

Sheila Niezgodski, Member
Ophelia Gooden-Rogers, Member
Sharon McBride, Member
Doris McEwen, *Citizen Member*

ZONING AND ANNEXATION COMMITTEE

Oversees the activities related to the Board of Zoning Appeals, recommendations from the Area Plan Commission and the Historic Preservation Commission, as well as all related matters addressing annexation and zoning.

Dr. Oliver Davis, Chairperson
Rachel Tomas Morgan, Vice-Chairperson
Kesha Farlow, *Citizen Member*

Dr. Heidi Beidinger, Member
Karen L. White, Member
Stacey Odom, *Citizen Member*

SUB-COMMITTEE ON MINUTES

Reviews the minutes prepared by the Office of the City Clerk of the regular, special, and informal meetings of the Common Council and makes a recommendation on their approval/modification to the Council.

Rachel Tomas Morgan, Member

Sherry Bolden-Simpson, Member



2026 COMMON COUNCIL STANDING COMMITTEES (Rev.06-02-2026)

CANNETH LEE, 1st District Council Member

President

Council Rules Committee, Member

OPHELIA GOODEN-RODGERS, 2nd District Council Member

Committee of the Whole, Chairperson

Community Relations Committee, Chairperson

Public Works & Property Vacation Committee, Chairperson

Community Investment Committee, Vice-Chairperson

PARC Committee, Member

Residential Neighborhoods Committee, Member

Council Rules Committee, Member

Personnel & Finance Committee, Member

Utilities Committee, Member

SHARON L. MCBRIDE, 3rd District Council Member

PARC Committee, Chairperson

Health & Public Safety Committee, Vice-Chairperson

Residential Neighborhoods Committee, Member

Information & Technology Committee, Member

Utilities Committee, Member

HEIDI BEIDINGER, 4th District Council Member

Community Relations Committee, Member

Information & Technology Committee, Member

Zoning & Annexation Committee, Member

Health & Public Safety Committee, Member

Public Works & Property Vacation Committee, Member

SHERRY BOLDEN-SIMPSON, 5th District Council Member

Utilities Committee, Chairperson

Information & Technology Committee, Vice-Chairperson

PARC Committee, Member

Sub-Committee on Minutes, Member

Community Relations Committee, Member

Community Investment Committee, Member

Residential Neighborhoods Committee, Member

SHEILA NIEZGODSKI, 6th District Council Member

Vice-President

Personnel & Finance Committee, Chairperson

Community Investment Committee, Member

Health & Public Safety Committee, Member

Utilities Committee, Member

Community Relations Committee, Member

Council Rules Committee, Member

Public Works & Property Vacation, Vice-Chairperson

Residential Neighborhoods Committee, Vice-Chairperson

DR. OLIVER DAVIS, AT LARGE Council Member

Zoning & Annexation Committee, Chairperson

Information & Technology Committee, Member

Public Works & Property Vacation Committee, Member

Health & Public Safety Committee, Member

Utilities Committee, Member

RACHEL TOMAS MORGAN, AT LARGE Council Member

Health & Public Safety Committee, Chairperson

Information & Technology Committee, Chairperson

Zoning & Annexation Committee, Vice-Chairperson

Personnel & Finance Committee, Member

Utilities, Vice-Chairperson

Sub-Committee on Minutes, Member

KAREN L. WHITE, AT LARGE Council Member

Residential Neighborhoods Committee, Chairperson

Community Investment Committee, Chairperson

Personnel & Finance Committee, Vice-Chairperson

Community Relations Committee, Vice-Chairperson

PARC Committee, Vice-Chairperson

Zoning & Annexation Committee, Member

29-26



City of South Bend **PLAN COMMISSION**

City Hall
215 S. Martin Luther King, Jr. Blvd.
Suite 500
South Bend, IN 46601
(574) 235-7627
www.southbendin.gov/zoning

June 2, 2026

Honorable Committee Chair Davis
Third Floor, County-City Building
South Bend, IN 46601

Filed in Clerk's Office

Jun 2, 2026

Bianca Tirado
City Clerk, South Bend, IN

RE: 4101 and 4115 S. Main Street – PC#0310-26

Dear Committee Chair Davis:

Enclosed is an Ordinance for the proposed Zone Map Amendment at the above referenced locations. Please include the attached Ordinance on the Council agenda for first reading at your June 8, 2026, Council meeting, and set it for public hearing at your June 22, 2026, Council meeting. The petition is tentatively scheduled for public hearing at the June 15, 2026, 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:

The petitioner intends to build a commercial flex building with multiple workshop type spaces to be rented out individually. This use would be considered a mix of Retail & Service, General and Artisan Industrial which would require a rezoning from Suburban Neighborhood (S1) to Commercial (C).

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

Sincerely,

Brian Killen
Zoning Administrator

CC: Bob Palmer

Tim Corcoran
Planning Director

Brian Killen
Zoning Administrator

Francisco Fotia
Commission President

Jun 2, 2026

Bianca Tirado
City Clerk, South Bend, IN

BILL NO. 29-26

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED AT 4101 S. MAIN ST. AND 4115 S. MAIN ST. COUNCILMANIC DISTRICT NO. 5 IN THE CITY OF SOUTH BEND, INDIANA

STATEMENT OF PURPOSE AND INTENT

Petitioner desires to rezone these properties from Suburban Neighborhood (S1) to Commercial (C) District.

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:

4101 S. MAIN ST. (Parcel ID 023-1025-1420) -- Lot 154 Chippewa Hts 3rd Plat Myers & Funks Ex pts sold for Street; and

4115 S. MAIN ST. (Parcel ID 023-1025-1421) -- Lot 155 Chippewa Hts 3rd Plat Myers & Funks Ex pts sold for street.

be and the same is hereby established as Commercial (C)

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.

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the ____ day of _____, 2026, at _____ o'clock __.m.

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

Approved and signed by me on the ____ day of _____, 2026, at ____ o'clock ____m.

James Mueller, Mayor
City of South Bend, Indiana

Zoning Application

City of South Bend

What are you filing for?

Rezoning

Who will need to approve?

Plan Commission

Property Owner and Property Information

Property owner name:

DEBUYSSER RIC ALAN & JANET ALICE REVOCABLE TRUST & AS TRUSTEES

Phone number:

(574) 520-7359

Email:

nflickner@gowightman.com

Project address:

4101 and 4115, South Main St
South Bend

Would you like to add additional property owners?

No

The legal description can be found by visiting this [map](#) and typing in the address for the property. In the "Parcel" layer, the legal description is categorized as "LEGALDESCR."

The legal description can be found by visiting this [map](#) and typing in the address for the property. In the "Parcel" layer, the legal description is categorized as "LEGALDESCR."

Tax key number (more information about tax key numbers can be found below):

023-1025-1420, 023-1025-1421

The tax key(s)/parcel ID(s) can be found by visiting this [map](#) and typing in the address for the property. In the "Parcel" layer, the tax key/parcel ID is categorized as "PARCELID."

Will someone other than the property owner be the main point of contact and representative for this petition?

Yes; someone else will be representing this petition on my behalf

Representative name:

Nathan Flickner

Phone number: (574) 520-7359
Email: nflickner@gowightman.com
Mailing address: 1402 E. Mishawaka Ave
South Bend, IN, 46615
Terms and Conditions Accepted

Variance

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

Special Exception

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

Rezoning

Project Summary:

Would like to rezone from S1 to C for a self storage

Current District(s):

S1 Suburban Neighborhood 1

Proposed District(s):

C Commercial

Upload a site plan to scale indicating scale used (for example 1in. on printer paper = 20ft. in real life or 1 square on graph paper = 5ft. in real life). Include property lines and all structures.



Barbie Street Flex Space Development...pdf

Subdivison

Annexation

Use Variance

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

Terms and Conditions

Terms and Conditions Accepted

Terms and Conditions Accepted

Terms and Conditions Accepted

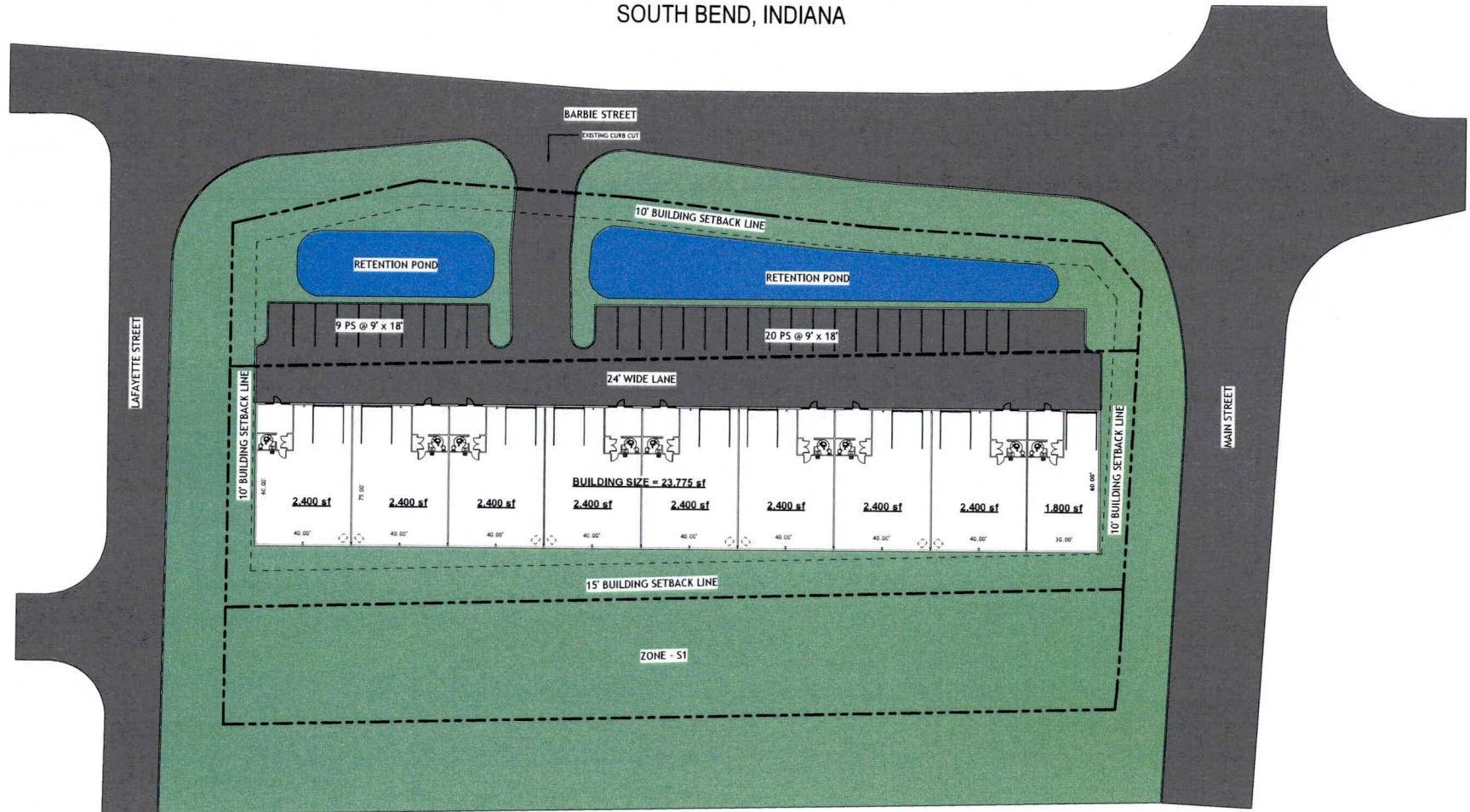
By typing my name in the boxes below, I agree that I'm electronically signing this form. I affirm that the information that I've provided is accurate and true to the best of my knowledge. I understand that my electronic signature is legally binding and equivalent to my handwritten signature.

Name: Nathan Flickner

Date Monday, May 18, 2026 00:00

BARBIE STREET FLEX SPACE DEVELOPMENT

SOUTH BEND, INDIANA



HGR GROUP
GENERAL CONTRACTOR - DESIGN BUILD
SELF PERFORMED SERVICES
250 NORTH MAIN STREET
SUITE 200
SOUTH BEND, INDIANA 46601
www.hgrgroupinc.com

CLIENT

PRELIMINARY- NOT FOR CONSTRUCTION

DWG. NO. **V1.1** CONCEPTUAL SITE PLAN

DATE: 04/22/2021 JOB NO.: Project Number: SCALE: 1" = 20'-0" DWG. BY: KWO
This drawing and all information contained herein is the property of HGR GROUP, INC. and is not to be reproduced without the expressed written permission of HGR GROUP, INC. HGR GROUP, INC. assumes no responsibility for unauthorized use of this drawing.



City of South Bend PLAN COMMISSION

City Hall
215 S. Martin Luther King, Jr. Blvd.
Suite 500
South Bend, IN 46601
(574) 235-7627
www.southbendin.gov/zoning

Filed in Clerk's Office

Jun 16, 2026

Bianca Tirado
City Clerk, South Bend, IN

Tuesday, June 16, 2026

South Bend Common Council
3rd Floor, City Hall
South Bend, IN 46601

Re: Bill#29-26 - A proposed ordinance of DEBUYSSER RIC ALAN & JANET ALICE REVOCABLE TRUST & AS TRUSTEES to zone from S1 Suburban Neighborhood 1 to C Commercial, property located at 4101 MAIN ST and 4115 MAIN ST, City of South Bend - PC# 0310-26

Dear Council Members:

I hereby Certify that the above referenced ordinance of DEBUYSSER RIC ALAN & JANET ALICE REVOCABLE TRUST & AS TRUSTEES was legally advertised on June 5, 2026 and that the South Bend Plan Commission at its public hearing on June 15, 2026 took the following action:

Upon a motion by Caitlin Stevens, being seconded by John Martinez and unanimously carried, a proposed ordinance of DEBUYSSER RIC ALAN & JANET ALICE REVOCABLE TRUST & AS TRUSTEES to zone from S1 Suburban Neighborhood 1 to C Commercial, property located at 4101 MAIN ST and 4115 MAIN ST, 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,

Brian Killen
Zoning Administrator

Attachment
CC: Bob Palmer

Tim Corcoran
Planning Director

Brian Killen
Zoning Administrator

Francisco Fotia
Commission President

Property Information

Location: 4101 MAIN ST and 4115 MAIN ST
Owner: DEBUYSSER RIC ALAN & JANET ALICE REVOCABLE TRUST & AS TRUSTEES

Requested Action

Rezone from S1 Suburban Neighborhood 1 to C Commercial

Project Summary

The petitioner intends to build a commercial flex building with multiple workshop type spaces to be rented out individually.

Location Map

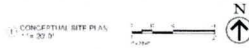
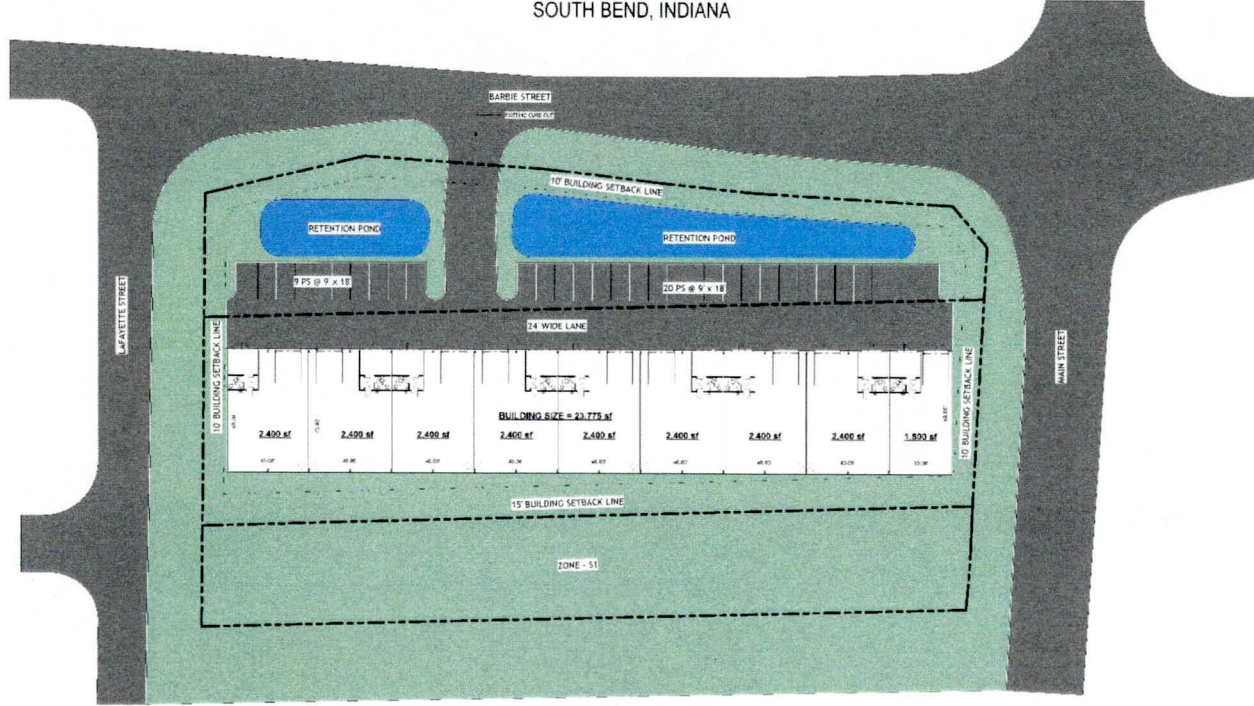


Recommendation

Staff Recommendation: Based on information available prior to the public hearing, the staff recommends the Plan Commission send the rezoning petition to the Common Council with a favorable recommendation.

Proposed Site Plan

BARBIE STREET FLEX SPACE DEVELOPMENT
SOUTH BEND, INDIANA



HER
GENERAL CONTRACTOR, DESIGNER, &
SELF-PROFIT SERVICE PROVIDER
300 CHRYSLER BLVD
SOUTH BEND, IN 46708
PH: 734.248.1400
WWW.HERCON.COM

CLIENT
PRELIMINARY - NOT FOR CONSTRUCTION

V1.1 CONCEPTUAL SITE PLAN

This drawing was prepared by the undersigned under the authority of the State of Indiana, and is subject to the provisions of the Professional Code of Ethics and the Professional Code of Conduct for the State of Indiana. The undersigned is not responsible for any errors or omissions in this drawing.

Site & Context

Land Uses and Zoning:

On site: Undeveloped land zoned S1 Suburban Neighborhood 1
 North: Undeveloped land zoned C Commercial
 East: An undeveloped parcel and a Funeral Services use zoned C Commercial
 South: An abandoned dwelling zoned S1 Suburban Neighborhood 1
 West: An Entertainment/Recreation Facility, Indoor zoned C Commercial

District Intent:

The C District is established to provide a location for medium- to high-intensity commercial uses that are auto-oriented, typically located along major corridors at the fringe of the City or as small groupings located outside of neighborhood centers.

Site Plan Description:

The petitioner wishes to rezone these properties to C in order to construct a commercial flex building to be used by various tenants for the manufacture, storage, and/or sale of various products.

Zoning and Land Use History and Trends:

4101 S. Main Street appears to have had some structures built on it in previous decades, but it was never the site of any significant development. Barbie Street was extended along its northern property boundary sometime between 2013 and 2015 on similarly undeveloped land. A house was built on 4115 S. Main Street sometime in the mid to late 1900s and was demolished sometime between 2021 and 2023.

Traffic and Transportation Considerations:

These properties are surrounded by streets on three sides: Lafayette Boulevard to the west, Barbie Street to the north, and S. Main Street to the east. Lafayette Boulevard is a 27' wide two-way street that runs north and south with one lane of traffic going in each direction; Barbie Street is a 26' wide two-way street that runs east and west with one lane of travel in each direction, although the road does expand in width near the intersection with S. Main Street to accommodate left-turn lanes; and S. Main Street is a 38' wide two-way street that runs north and south with one lane of travel in each direction and a center left-turn lane.

Agency Comments

Agency Comments:

This property is only served by sewer off of S. Main Street. If the desire is to get sewer to the building from a different location, a sewer extension agreement would be required.

Criteria for Decision Making

Rezoning

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

1. Comprehensive Plan:

Policy Plan:

In the city's comprehensive plan, Policy ED 1.2 calls upon the city to "encourage reuse of abandoned and underutilized land and structures" for economic development.

Land Use Plan:

In the 2006 comprehensive plan, the future land use map calls for this area to be largely a mix of commercial and industrial uses. These properties are located near the north end of a regional commercial node.

Plan Implementation/Other Plans:

N/A

2. Current Conditions and Character:

These properties are surrounded by vacant, undeveloped land and one-story, car-oriented commercial structures.

3. Most Desirable Use:

The most desirable use for these properties would be commercial development.

4. Conservation of Property Values:

Rezoning these properties should not negatively affect their own property values, or the value of neighboring properties. This project will raise the values of the properties being rezoned, as a developed property will have a higher value than a vacant one. C also allows for more intense development than S1, meaning that the rezoning could allow for higher property values to be generated on site.

5. Responsible Development and Growth:

Rezoning these properties to C aligns with the principles of responsible development and growth, as it will allow for more intense development on two vacant parcels bordered by streets with existing city utilities.

Analysis & Recommendation

Commitments: No commitments are proposed.

Analysis: Commercial is the appropriate zoning district for these properties. Since both of them are currently vacant -- meaning that there is no existing use to guide their zoning -- it makes sense to look to adjacent properties and the local context for the right zone. All of the properties surrounding the site are already zoned Commercial because their layout and use align within the district's intent to provide a location for auto-oriented commercial development. Therefore, it makes sense to align the zoning of these two properties with those surrounding them, especially since the proposed development would similarly be an auto-oriented commercial use.

Recommendation: Based on information available prior to the public hearing, the staff recommends the Plan Commission send the rezoning petition to the Common Council with a favorable recommendation.

30-26



City of South Bend **PLAN COMMISSION**

City Hall
215 S. Martin Luther King, Jr. Blvd.
Suite 500
South Bend, IN 46601
(574) 235-7627
www.southbendin.gov/zoning

June 1, 2026

Filed in Clerk's Office

Honorable Committee Chair Davis
Third Floor, County-City Building
South Bend, IN 46601

Jun 2, 2026

Bianca Tirado
City Clerk, South Bend, IN

RE: South Bend Heritage Rezoning of 223 SCOTT ST, 227 SCOTT ST, 705 W. WAYNE ST, 711 W. WAYNE ST, 713 W. WAYNE ST, 717 W. WAYNE ST, 723 W. WAYNE ST, 725 W. WAYNE ST, 729 W. WAYNE ST, and 710 HOOSE CT – PC#0311-26

Dear Committee Chair Davis:

Enclosed is an Ordinance for the proposed Zone Map Amendment at the above referenced locations. Please include the attached Ordinance on the Council agenda for first reading at your June 8, 2026, Council meeting, and set it for public hearing at your June 22, 2026, Council meeting. The petition is tentatively scheduled for public hearing at the June 15, 2026, 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:

The petitioner, South Bend Heritage, intends to build multiple duplexes on these lots. As part of that effort, they are also seeking to zone the parcels Urban Neighborhood 2 (U2) which is consistent with the current Near West Side Neighborhood Plan.

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

Sincerely,

Brian Killen
Zoning Administrator

CC: Bob Palmer

Jun 2, 2026

Bianca Tirado
City Clerk, South Bend, IN

BILL NO. 30-26

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED AT 223 S SCOTT ST, 227 S SCOTT ST, 705 W. WAYNE ST, 711 W. WAYNE ST, 713 W. WAYNE ST, 717 W. WAYNE ST, 723 W. WAYNE ST, 725 W. WAYNE ST, 729 W. WAYNE ST, and 710 HOOSE CT (PARCEL IDs: 018-8154-5549, 018-8154-5550, 018-8154-5563, 018-8154-5556) COUNCILMANIC DISTRICT NO. 1 IN THE CITY OF SOUTH BEND, INDIANA

STATEMENT OF PURPOSE AND INTENT

Petitioner desires to rezone these properties from Urban Neighborhood 1 (U1) District to Urban Neighborhood 2 (U2) District.

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:

223 SCOTT ST (Parcel ID 018-3051-1970) -- Lot 5 South Bend Heritage Wayne Street Minor;

227 SCOTT ST (Parcel ID 018-3051-1976) -- Lot 4 South Bend Heritage Wayne Street Minor;

705 W. WAYNE ST (Parcel ID 018-3051-1975) -- Lot 3 South Bend Heritage Wayne Street Minor;

711 W. WAYNE ST (Parcel ID 018-3051-1974) -- Lot 2 South Bend Heritage Wayne Street Minor;

713 W. WAYNE ST (Parcel ID 018-3051-1973) -- Lot 1 South Bend Heritage Wayne Street Minor;

717 W. WAYNE ST (Parcel ID 018-3051-196801) -- W 1/2 Lot 4 Hustons Sub;

723 W. WAYNE ST (Parcel ID 018-3051-1967) -- Lot 5 Hustons Sub Of Bol 72;
725 W. WAYNE ST (Parcel ID 018-3051-1966) -- Lot 6 Hustons Sub Of Bol 72;
729 W. WAYNE ST (Parcel ID 018-3051-1965) -- Lot 7 Hustons Sub Of Bol 72; and
710 HOOSE CT (Parcel ID 018-3051-1969) -- Lot 6 South Bend Heritage Wayne Street
Minor .

be and the same is hereby established as Urban Neighborhood 2 (U2)

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.

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the ____ day of _____, 2026, at _____ o'clock .m.

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

Approved and signed by me on the ____ day of _____, 2026, at ____ o'clock
____.m.

James Mueller, Mayor
City of South Bend, Indiana

Zoning Application

City of South Bend

What are you filing for?

Who will need to approve? Plan Commission

Property Owner and Property Information

Property owner name: South Bend Heritage Foundation, Inc.

Phone number: (574) 289-1066

Email: marcomariani@sbheritage.org

Project address: 717, 723, 725, 729 W. Wayne St.
South Bend, In

Would you like to add additional property owners?

The legal description can be found by visiting this [map](#) and typing in the address for the property. In the "Parcel" layer, the legal description is categorized as "LEGALDESCR."

The legal description can be found by visiting this [map](#) and typing in the address for the property. In the "Parcel" layer, the legal description is categorized as "LEGALDESCR."

Tax key number (more information about tax key numbers can be found below): 71-08-11-255-019.000-026; 255-020; 255-021; 255-022

The tax key(s)/parcel ID(s) can be found by visiting this [map](#) and typing in the address for the property. In the "Parcel" layer, the tax key/parcel ID is categorized as "PARCELID."

Will someone other than the property owner be the main point of contact and representative for this petition?

Representative name: Chris Godlewski

Phone number: (574) 393-9804
Email: cgodlewski@abonmarche.com
Mailing address: 315 West Jefferson Blvd.
South Bend, IN, 46601
Terms and Conditions Accepted

Variance

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

Special Exception

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

Rezoning

Project Summary:

The request is for a rezoning of 4 parcels from a U-1 district U-2 district. The purpose of the rezoning is to provide for attached dwellings units as duplex's and stacked flats. The immediate neighborhood has a variety of housing types that mimic this dwelling type.

Current District(s):

U1 Urban Neighborhood 1

Proposed District(s):

U2 Urban Neighborhood 2

Upload a site plan to scale indicating scale used (for example 1in. on printer paper = 20ft. in real life or 1 square on graph paper = 5ft. in real life). Include property lines and all structures.

 Rezoning Site plan.pdf

Subdivison

Annexation

Use Variance

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

Terms and Conditions

- Terms and Conditions** Accepted
- Terms and Conditions** Accepted
- Terms and Conditions** Accepted

By typing my name in the boxes below, I agree that I'm electronically signing this form. I affirm that the information that I've provided is accurate and true to the best of my knowledge. I understand that my electronic signature is legally binding and equivalent to my handwritten signature.

Name: Chris Godlewski

Date Wednesday, May 13, 2026 12:00



Hoose Court

W. Wayne Street

*The project will comply with all applicable development standards not reflected on the conceptual site plan.

South Bend Heritage Foundation
Wayne Street Rezoning

ABONMARCHE

1" : 60'





City of South Bend
PLAN COMMISSION

City Hall
215 S. Martin Luther King, Jr. Blvd.
Suite 500
South Bend, IN 46601
(574) 235-7627
www.southbendin.gov/zoning

Filed in Clerk's Office

Tuesday, June 16, 2026

Jun 16, 2026

South Bend Common Council
3rd Floor, City Hall
South Bend, IN 46601

Bianca Tirado
City Clerk, South Bend, IN

Re: Bill#30-26 - A proposed ordinance of SOUTH BEND HERITAGE FOUNDATION to zone from U1 Urban Neighborhood 1 to U2 Urban Neighborhood 2, property located at 223 S. SCOTT ST, 227 S. SCOTT ST, 705 W. WAYNE ST, 711 W. WAYNE ST, 713 W. WAYNE ST, 717 W. WAYNE ST, 723 W. WAYNE ST, 725 W. WAYNE ST, 729 W. WAYNE ST, and 710 HOOSE CT, City of South Bend - PC# 0311-26

Dear Council Members:

I hereby Certify that the above referenced ordinance of SOUTH BEND HERITAGE FOUNDATION was legally advertised on June 5, 2026 and that the South Bend Plan Commission at its public hearing on June 15, 2026 took the following action:

Upon a motion by Caitlin Stevens, being seconded by Maureen Miller and carried, a proposed ordinance of SOUTH BEND HERITAGE FOUNDATION to zone from U1 Urban Neighborhood 1 to U2 Urban Neighborhood 2, property located at 223 SCOTT ST, 227 SCOTT ST, 705 W. WAYNE ST, 711 W. WAYNE ST, 713 W. WAYNE ST, 717 W. WAYNE ST, 723 W. WAYNE ST, 725 W. WAYNE ST, 729 W. WAYNE ST, and 710 HOOSE CT, City of South Bend, is sent to the Common Council with a **FAVORABLE** recommendation, subject commitments per 21-12.07(f)(7).

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,

Brian Killen
Zoning Administrator

Attachment
CC: Bob Palmer

Tim Corcoran
Planning Director

Brian Killen
Zoning Administrator

Francisco Fotia
Commission President

Substitute 31-26

South Bend City Hall
215 S. Dr. Martin Luther King Jr. Blvd.
Suite 500
South Bend, IN 46601

James Mueller, Mayor



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

Filed in Clerk's Office

Jun 3, 2026

Bianca Tirado
City Clerk, South Bend, IN

City of South Bend

Department of Community Investment

June 2 2026

Council Member Canneth Lee
President
South Bend Common Council
South Bend City Hall, 3rd Floor
South Bend, Indiana 46601

Chairperson
Community Investment Committee
South Bend Common Council
South Bend City Hall, 3rd Floor
South Bend, Indiana 46601

RE: Bill No. 31-26: An Ordinance of the Common Council of the City of South Bend, Indiana, Authorizing Payments in lieu of Taxes for Western Avenue I, LLC

Dear President Lee and Chairperson,

Please find attached Bill No. 31-26 for first reading, which has been filed for the Common Council's consideration pursuant to Indiana Code 36-1-8-14.3(e).

Indiana Code 36-1-8-14.3 *et seq.* authorizes the City to enter into a payment in lieu of taxes (PILOT) agreement with a property owner of a qualifying affordable housing development. Such an agreement sets the amount and schedule of each payment, which the City must deposit into an affordable housing fund and is used to directly support the development, preservation, or accessibility of affordable housing within the community. Bill No. 31-26 provides the necessary authorization for a PILOT for Western Ave Transformation District, a new affordable housing development located on W. Western Ave., just west of S. Taylor Street and to be owned by Western Avenue I, LLC.

Western Ave Transformation District is a planned 156-unit mixed income housing development by developer The Michaels Organization, a New Jersey-based company specializing in multi-family developments. The project was awarded low-income housing tax credits by the Indiana Housing and Community Development Authority. 110 of the units for the new project will be reserved for households earning at or below 60 percent of the area median income.



City of South Bend | *Community Investment*

Bill No. 31-26 would also authorize and approve the form of the PILOT Agreement with Western Avenue I, LLC, and would authorize its execution and delivery by the Mayor on behalf of the City. A form of Agreement is enclosed with this Bill for filing, and the final agreed-upon version will be submitted as a Substitute Bill prior to the date for public hearing.

The Council's adoption of Bill No. 31-26, the execution of the PILOT Agreement, and the continued support of the established affordable housing fund are actions necessary to ensure the success of the Western Ave Transformation District development and address the need of affordable housing in South Bend.

Sincerely,

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

Joseph Molnar
Deputy Director of Community Investment

Jun 3, 2026

Bianca Tirado
City Clerk, South Bend, IN

BILL NO. 31-26

ORDINANCE NO. _____

**AN ORDINANCE OF THE COMMON COUNCIL OF THE
CITY OF SOUTH BEND, INDIANA, AUTHORIZING
PAYMENTS IN LIEU OF TAXES FOR WESTERN AVENUE
I, LLC**

STATEMENT OF PURPOSE AND INTENT

The City of South Bend, Indiana (the "City") is a duly organized municipal corporation and political subdivision under the laws of the State of Indiana, and the Common Council of the City is the legislative body of the City (the "Common Council").

Western Avenue I, LLC, an Indiana limited liability company (the "Owner") has confirmed to the City that the Owner will develop, own, and operate an affordable rental apartment facility on the +/- 8.81 acre site located at 628 West Western Avenue, South Bend, Indiana and identified as Parcel Number 71-08-11-426-001.000-026 in the St. Joseph County Assessor's records which real estate is legally described on Exhibit A attached hereto (the "Property"), and known as the Western Avenue Transformation District (the "Project").

The Project will be developed, constructed, and operated for the purpose of providing housing to income eligible persons under the federal low-income housing tax credit program in 26 U.S.C. § 42 and will be subject to an extended use agreement under 26 U.S.C. § 42 (the "Extended Use Agreement") as administered by the Indiana Housing and Community Development Authority ("IHCDA") for a period of at least fifteen (15) years.

Pursuant to the Extended Use Agreement, the Project will have 110 units available for rent to residents whose incomes average 60% or less of the applicable area median income and 46 unrestricted units.

Additionally, pursuant to the Extended Use Agreement, the affordable units within the Project will be limited to charging rents as determined in accordance with the IHCDA Extended Use Agreement and, from-time to time, by the United States Department of Housing and Urban Development (the "Restricted Rents").

The Owner qualifies as a "property owner" under I.C. 36-1-8-14.3(d) and the Owner has agreed to make certain payments in lieu of taxes (each payment, a "PILOT", and collectively, the "PILOTS"), and the City and Owner desire to document that agreement in a written agreement (the "PILOT Agreement").

The City is authorized to enter into the PILOT Agreement pursuant to I.C. 36-1-8-14.3 *et seq.*, and pursuant to I.C. 36-1-8-14.3(e), subject to the approval of a property owner, the governing body of a political subdivision may adopt an ordinance to require the property owner to pay PILOTs at times set forth in the ordinance with respect to property that is subject to an exemption under I.C. 6-1.1-10-16.7.

Pursuant to I.C. 6-1.1-10-16.7, for assessment dates after December 31, 2021, all or part of a property is exempt from property taxation if the owner of the property has entered into an agreement to make payments in lieu of taxes under I.C. 36-1-8-14.3.

The PILOTs must be calculated so that the PILOTs are in an amount that is: (1) agreed upon by the property owner and the governing body of the political subdivision; (2) a percentage of the property taxes that would have been levied by the governing body for the political subdivision upon the property if the property were not subject to an exemption from property taxation; and (3) not more than the amount of property taxes that would have been levied by the governing body for the political subdivision upon the property if the property were not subject to an exemption from property taxation.

The form of the PILOT Agreement is attached to this Ordinance as Exhibit B.

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

SECTION I. Recitals. The above recitals are incorporated herein by reference as though set forth fully herein below.

SECTION II. Approval of PILOTs. As more specifically provided in accordance with the form of PILOT Agreement, the Common Council hereby approves PILOTs for the Property in annual sums as follows:

Year 1	\$ 21,000
Year 2	\$ 21,630
Year 3	\$ 22,279
Year 4	\$ 22,947
Year 5	\$ 23,635
Year 6	\$ 24,344
Year 7	\$ 25,074
Year 8	\$ 25,826
Year 9	\$ 26,601
Year 10	\$ 27,399
Year 11	\$ 28,221
Year 12	\$ 29,068
Year 13	\$ 29,940
Year 14	\$ 30,838
Year 15	\$ 31,763

SECTION III. Authorization and Approval of Form of PILOT Agreement. The Common Council hereby authorizes and approves the form of the PILOT Agreement and authorizes its execution and delivery by the Mayor on behalf of the City substantially in the form attached hereto and incorporated herein by reference as Exhibit B, all for the purposes contemplated herein.

SECTION IV. Recording of Executed Ordinance. The City Clerk is directed to provide an executed copy of this Ordinance, as approved, and a copy of the executed PILOT Agreement to the Owner for the Owner to record with the St. Joseph County Recorder's Office and for the Owner to file the recorded Ordinance and PILOT Agreement with the City Clerk's Office, the St. Joseph County Assessor's Office, the St. Joseph County Auditor's Office, and the St. Joseph County Treasurer's Office.

SECTION V. Further Authorizations. The Common Council hereby requests, authorizes, and directs the Mayor, Common Council President, Controller and the City Clerk, and all official officers, members, employees, and agents of the City, and each of them, for and on behalf of the City, to negotiate, prepare, execute, and deliver any and all other instruments, letters, certificates, agreements, and documents as are determined to be necessary or appropriate to consummate the transactions contemplated by this Ordinance, and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements, and documents necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the City, the full performance and satisfaction of which by the City is hereby authorized and directed.

SECTION VI. Effectiveness. This Ordinance shall be in full force and effect from and after its adoption and the procedures required by law. This Ordinance remains in full force and effect until repealed or modified by the Common Council, subject to the approval of the Owner.

[Signature Page Follows]

Duly passed and adopted on this ____ day of _____, 2026 by the Common Council of the City of South Bend, Indiana.

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the ____ day of _____, 2026, at ____ o'clock .m.

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

Approved and signed by me on the ____ day of _____, 2026, at ____ o'clock ____m.

James Mueller, Mayor
City of South Bend, Indiana

EXHIBIT A

Property

Glass House Survey Of Lots 56 57 58 And Lots 5 To 10 Touhey And Hagerty (Note: Legal description subject to change based on title and survey confirmation.)

EXHIBIT B

Form of PILOT Agreement

(See Attached)

Parcel Identification No.: 71-08-11-426-001.000-026

PILOT AGREEMENT

THIS PILOT AGREEMENT (this “PILOT Agreement”) is entered into to be effective as of this ___ day of _____, 2026, (the “Effective Date”), by and among the CITY OF SOUTH BEND, INDIANA, a municipal corporation and political subdivision of the State of Indiana (the “City”), and Western Avenue I, LLC, an Indiana limited liability company (the “Owner,” with each of the City and the Owner sometimes being individually referred to as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, the City is a duly organized municipal corporation and political subdivision under the laws of the State of Indiana, and the Common Council of the City is the legislative body of the City (the “Common Council”);

[**WHEREAS**, the managing member of the Owner is Western Avenue I - Michaels, LLC, an Indiana limited liability company (the “Managing Member”);]

WHEREAS, the Owner has confirmed to the City that the Owner will develop, own, and operate an affordable rental apartment facility on the +/- 8.81 acre site located at 628 West Western Avenue, South Bend, Indiana and identified as Parcel Number 71-08-11-426-001.000-026 in the St. Joseph County Assessor’s records which real estate is legally described on Exhibit A attached to and made a part of this PILOT Agreement (the “Property”), and known as the Western Avenue Transformation District (the “Project”);

WHEREAS, the Project will provide 110 affordable housing units for low-income residents whose incomes 60% or less of the applicable area median income and 46 unrestricted units;

WHEREAS, the Project will be financed utilizing federal low-income housing tax credits under the federal low-income housing tax credit program described in 26 U.S.C. § 42;

WHEREAS, the Project will be subject to an extended use agreement which is described in 26 U.S.C. § 42 (the “Extended Use Agreement”) as administered by the Indiana Housing and Community Development Authority (the “IHCD”) for a period of at least fifteen (15) years;

WHEREAS, pursuant to 26 U.S.C. § 42 and the Extended Use Agreement, the 110 affordable units within the Project will be available for rent to residents whose incomes will be at 60% or less of the applicable area median income (the “Restricted Residents”);

WHEREAS, pursuant to 26 U.S.C. § 42 and the Extended Use Agreement, the affordable units within the Project will be limited to charging rents as determined, from time-to-time by the United States Department of Housing and Urban Development (the “Restricted Rents”);

WHEREAS, since the Project will constitute property described in 26 U.S.C. § 42, the Project will be subject to the Extended Use Agreement, and the Parties have entered into this PILOT Agreement, the Owner qualifies as a “property owner” under Indiana Code § 36-1-8-14.3(d);

WHEREAS, the Owner has agreed to make certain payments-in-lieu-of-taxes as set forth in this PILOT Agreement;

WHEREAS, the City is authorized to enter into this PILOT Agreement pursuant to Indiana Code § 36-1-8-14.3 *et seq.*; and

WHEREAS, in order to provide for the successful development, financing and operation of the Project, the Owner and the City are entering into this PILOT Agreement, which the City represents has been ratified by the Common Council.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

Section 1. Owner Compliance.

Section 1.1 (a) Owner acknowledges that in order to qualify for property tax exemption for the Property under Indiana Code § 6-1.1-10-16.7, the Project must be in compliance with the requirements of § 6-1.1-10-16.7.

(b) Owner further acknowledges that:

(i) the mere execution of this PILOT Agreement does not confer any property tax exemption on the Property under Indiana Code § 6-1.1-10-16.7;

(ii) in order to obtain any such property tax exemption or partial exemption under Indiana Code § 6-1.1-10-16.7, the Owner must timely file its property tax exemption application, including renewal applications, if any are required, with the St. Joseph County Assessor requesting an exemption pursuant to Indiana Code § 6-1.1-10-16.7 from Owner’s obligation to pay all or any portion of its real and personal property taxes on the Property; and

(iii) the Owner must meet its burden of proof under Indiana law pursuant to the normal application and determination process applicable to Indiana Code § 6-1.1-10-16.7 to qualify for and receive such exemption.

Section 2. Payment In Lieu of Taxes.

Section 2.1.

(a) The Owner has agreed to make payments in lieu of taxes as described herein in consideration of the cooperation and support of the City for successful development, financing and operation of the Project, which includes, but is not limited to, the public promotion and support for the Project. The annual amount payable by the Owner to the City hereunder (the “Annual in Lieu of Amount”) shall be in the annual sums as follows:

Year 1	\$ 21,000
Year 2	\$ 21,630
Year 3	\$ 22,279
Year 4	\$ 22,947
Year 5	\$ 23,635
Year 6	\$ 24,344
Year 7	\$ 25,074
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Year 9	\$ 26,601
Year 10	\$ 27,399
Year 11	\$ 28,221
Year 12	\$ 29,068
Year 13	\$ 29,940
Year 14	\$ 30,838
Year 15	\$ 31,763

(b) The Annual in Lieu of Amount has been negotiated between the City and the Owner in accordance with Indiana Code § 36-1-8-14.3(f), and by specifically taking into account the applicable provisions of Indiana Code § 6-1.1-4-40, Indiana Code § 6-1.1-4-41, and Indiana Code § 6-1.1-10-16.

(c) The Owner will pay all property taxes due on the Property until such time as the Owner complies with the requirements to secure the property tax exemption for the Property described in Section 1.1(b).

Section 2.2. The Annual in Lieu Amount payable by Owner with respect to the Property shall be imposed as property taxes and payable in two equal installments due and payable on or before May 10 and November 10 of each successive calendar year, with the initial installment of the payment becoming due and payable on May 10 of the year following the Project’s final

building receiving its Certificate of Occupancy (the “C of O”) from the City (each payment, a “PILOT”, and collectively, the “PILOTS”). Upon receipt by the Owner of an Annual In Lieu Amount bill from the Controller of the City, the Owner shall remit its semi-annual PILOT to the City at the Office of the Controller on or before each installment due date. Subject to Section 2.4, the aggregate annual amount of each year’s semi-annual PILOT shall not exceed the Annual in Lieu of Amount.

Section 2.3. The obligation of the Owner to pay the Annual In Lieu of Amounts shall be subordinate to the obligations of the Owner with respect to the Owner’s obligation to make debt service payments on any financing which may now or in the future be secured by a mortgage on the Property. The City agrees to execute whatever documents any lender to the Owner now or in the future may require which are commercially reasonable in order to confirm the foregoing subordination.

Section 2.4. The City shall have the right to enforce the payment of all PILOTS when due, including all penalties, costs, and expenses imposed under Indiana Code § 6-1.1-22-1, *et. seq.*, and Indiana Code § 6-1.1-37-1, *et seq.* or any statute which amends or replaces them for delinquent PILOTS, in the same manner as the City enforces the obligations of non-exempt taxpayers.

Section 2.5. The lenders and investors of the Owner shall have the right, but not the obligation, to cure defaults hereunder. Such cure shall be accepted as if provided by the Owner.

Section 3 Term.

Section 3.1. Except as otherwise provided in Section 4, the PILOT Agreement and applicable PILOTS required hereunder shall continue for a period of fifteen (15) years beginning with the initial year that a PILOT is made by the Owner to the City (the “Initial Term”). The Initial Term may be extended by a mutual, written agreement of the Parties.

Section 4. Termination.

Section 4.1. City or Owner may terminate this PILOT Agreement at any time upon a material breach of this PILOT Agreement or failure to perform any term of this PILOT Agreement by the other, unless such material breach or failure is cured within thirty (30) days after written notice is given to the party in material breach; provided, however, that if any such claimed material breach or failure is of a nature that it cannot be cured within thirty (30) days, a non-breaching party shall not have the right to terminate this PILOT Agreement as long as the party in material breach is diligently pursuing appropriate action to cure the material breach or failure within a total of forty-five (45) days if such action was commenced within thirty (30) days after the giving of notice of the material breach or failure.

Section 4.2. Neither City nor Owner shall have any further obligations hereunder except for those obligations accruing prior to the date of termination and those post-termination obligations enumerated in this PILOT Agreement.

With a copy to: South Bend Legal Department
215 S. Dr. Martin Luther King Jr. Blvd., Suite 600
South Bend, Indiana 46601
Attn: Corporation Counsel
Email: legaldept@southbendin.gov

or at such other address as the Party to be served with notice may have furnished in writing to the Party seeking or desiring to serve notice as a place for the service of notice. Notices given in any other manner shall be deemed effective only upon receipt.

Section 5.5. Modification, Amendment, or Waiver. No modification, waiver, amendment, discharge, or change of this PILOT Agreement shall be valid unless the same is in writing and signed by all Parties.

Section 5.6. Governing Law. This PILOT Agreement shall be governed by and construed under the laws of the State of Indiana. Suit, if any, shall be brought in St. Joseph County, Indiana.

Section 5.7. Execution in Counterparts. This PILOT Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5.8. Severability. If any provision of this PILOT Agreement is determined by a court having jurisdiction to be illegal, invalid, or unenforceable under any present or future law, the remainder of this PILOT Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid, and enforceable.

Section 5.9. No Joint Venture. Nothing contained in this PILOT Agreement will be construed to constitute Owner as a joint venturer with City or to constitute a partnership between Owner and City.

Section 5.10. Construction. The Parties acknowledge that each Party and each Party's counsel have reviewed and revised this PILOT Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this PILOT Agreement or any amendments or schedules hereto.

Section 5.11. Authorization. The persons executing and delivering this PILOT Agreement on behalf of the Parties hereto represent and warrant to the other Party that such person is duly authorized to act for and on behalf of said Party and execute and deliver this PILOT Agreement in such capacity as is indicated below.

Section 5.12. Assignment/Successor. This PILOT Agreement shall be binding upon the City and Owner, and all successors, grantees, or assignees of Owner with respect to the Property (or any portion thereof) which would otherwise be entitled to claim an exemption for real and personal property taxes imposed on the Property.

Section 5.13. Recording. The Owner will cause, at Owner's expense, this PILOT Agreement, the Ordinance of the Common Council approving this PILOT Agreement (the "Ordinance") and any other instruments of further assurance to be promptly recorded, filed, and registered as provided in the Ordinance, and at all times to be recorded, filed, and registered, in such manner and in such places as may be required by law to preserve and protect fully the rights of the City hereunder as to all of the mortgaged property. In the event the owner does not record and file the PILOT Agreement and the Ordinance, as provided in the Ordinance, within thirty (30) days of the later of (i) adoption of the Ordinance by the Common Council and (ii) execution of this PILOT Agreement by all parties thereto, the City will cause, at Owner's expense, this PILOT Agreement and the Ordinance to be recorded and filed as provided in the Ordinance, the expense of which will be reimbursed by the Owner to the City.

Section 5.14 Incorporation of Recitals. The recitals contained in this PILOT Agreement are incorporated into the operative provisions of this PILOT Agreement as if separately restated and are true and correct.

* * * * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Parties have caused the execution of this PILOT Agreement by their duly authorized representatives as of the day, month, and year first above written, but to be effective as of the Effective Date.

CITY OF SOUTH BEND, INDIANA

James Mueller, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

Before me, a Notary Public, in and for said County and State, personally appeared James Mueller, in his capacity as the Mayor, acting for and behalf of the City of South Bend, Indiana, and who, having been duly sworn, stated that any and all representations and warranties contained therein are true and correct in all material respects.

Witness my hand and Notarial Seal this ___ day of _____, 202__.

Notary Public

Printed Name

My Commission Expires:

My County of Residence:

[EXECUTIONS CONTINUED ON FOLLOWING PAGE]

OWNER:

Western Avenue I, LLC,
An Indiana limited liability company

By: Western Avenue I – Michaels, LLC
An Indiana limited liability company,
Its manager and a member

By: _____
Greg Olson, Regional Vice President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared _____ in his capacity as the _____ who acknowledged the execution of the foregoing instrument as such _____ acting for and on behalf of said _____ and who, having been duly sworn, stated that any and all representations and warranties contained therein are true and correct in all material respects.

Witness my hand and Notarial Seal this ___ day of _____, 202__.

Notary Public

Printed Name

My Commission Expires:

My County of Residence:

Prepared by and return after recording to: Jenna K. Throw, City Attorney, City of South Bend,
215 S. Dr. Martin Luther King Jr. Blvd., Suite 600, South Bend, IN 46601

I affirm under penalties for perjury, that I have taken reasonable care to redact each Social Security
Number in this document, unless required by law. Jenna K. Throw

EXHIBIT A

The Land referred to herein below is situated in the County of St. Joseph, State of Indiana, and is described as follows:

Glass House Survey Of Lots 56 57 58 And Lots 5 To 10 Touhey And Hagerty

South Bend City Hall
215 S. Dr. Martin Luther King Jr. Blvd.
Suite 500
South Bend, IN 46601

James Mueller, Mayor



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

Filed in Clerk's Office

Jun 17, 2026

Bianca Tirado
City Clerk, South Bend, IN

City of South Bend

Department of Community Investment

June 16, 2026

Council Member Canneth Lee
President
South Bend Common Council
South Bend City Hall, 3rd Floor
South Bend, Indiana 46601

Chairperson
Community Investment Committee
South Bend Common Council
South Bend City Hall, 3rd Floor
South Bend, Indiana 46601

RE: **SUBSTITUTE Bill No. 31-26**: An Ordinance of the Common Council of the City of South Bend, Indiana, Authorizing Payments in lieu of Taxes for Western Avenue I, LLC

Dear President Lee and Chairperson of the Community Investment Committee,

Please find enclosed SUBSTITUTE Bill No. 31-26, which includes minor amendments to the bill which received a first reading on June 8, 2026. The substitute bill makes the following amendments to Bill No. 31-26 as originally filed:

- Clarification in wording regarding income level of affordable units; and
- Establishment of parameters surrounding the right for Owner's authorized lenders and investors to cure a monetary default.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Molnar", is written over the typed name of Joseph R. Molnar.

Joseph R. Molnar
Deputy Director,
Department of Community Investment

Jun 17, 2026

Bianca Tirado
City Clerk, South Bend, IN

SUBSTITUTE BILL NO. 31-26

ORDINANCE NO. _____

**AN ORDINANCE OF THE COMMON COUNCIL OF THE
CITY OF SOUTH BEND, INDIANA, AUTHORIZING
PAYMENTS IN LIEU OF TAXES FOR WESTERN AVENUE
I, LLC**

STATEMENT OF PURPOSE AND INTENT

The City of South Bend, Indiana (the "City") is a duly organized municipal corporation and political subdivision under the laws of the State of Indiana, and the Common Council of the City is the legislative body of the City (the "Common Council").

Western Avenue I, LLC, an Indiana limited liability company (the "Owner") has confirmed to the City that the Owner will develop, own, and operate an affordable rental apartment facility on the +/- 8.81 acre site located at 628 West Western Avenue, South Bend, Indiana and identified as Parcel Number 71-08-11-426-001.000-026 in the St. Joseph County Assessor's records which real estate is legally described on Exhibit A attached hereto (the "Property"), and known as the Western Avenue Transformation District (the "Project").

The Project will be developed, constructed, and operated for the purpose of providing housing to income eligible persons under the federal low-income housing tax credit program in 26 U.S.C. § 42 and will be subject to an extended use agreement under 26 U.S.C. § 42 (the "Extended Use Agreement") as administered by the Indiana Housing and Community Development Authority ("IHCDA") for a period of at least fifteen (15) years.

Pursuant to the Extended Use Agreement, the Project will have 110 units available for rent to residents whose incomes will be at 60% or less of the applicable area median income and 46 unrestricted units.

Additionally, pursuant to the Extended Use Agreement, the affordable units within the Project will be limited to charging rents as determined in accordance with the IHCDA Extended Use Agreement and, from-time to time, by the United States Department of Housing and Urban Development (the "Restricted Rents").

The Owner qualifies as a "property owner" under I.C. 36-1-8-14.3(d) and the Owner has agreed to make certain payments in lieu of taxes (each payment, a "PILOT", and collectively, the "PILOTS"), and the City and Owner desire to document that agreement in a written agreement (the "PILOT Agreement").

The City is authorized to enter into the PILOT Agreement pursuant to I.C. 36-1-8-14.3 *et seq.*, and pursuant to I.C. 36-1-8-14.3(e), subject to the approval of a property owner, the governing body of a political subdivision may adopt an ordinance to require the property owner to pay PILOTs at times set forth in the ordinance with respect to property that is subject to an exemption under I.C. 6-1.1-10-16.7.

Pursuant to I.C. 6-1.1-10-16.7, for assessment dates after December 31, 2021, all or part of a property is exempt from property taxation if the owner of the property has entered into an agreement to make payments in lieu of taxes under I.C. 36-1-8-14.3.

The PILOTs must be calculated so that the PILOTs are in an amount that is: (1) agreed upon by the property owner and the governing body of the political subdivision; (2) a percentage of the property taxes that would have been levied by the governing body for the political subdivision upon the property if the property were not subject to an exemption from property taxation; and (3) not more than the amount of property taxes that would have been levied by the governing body for the political subdivision upon the property if the property were not subject to an exemption from property taxation.

The form of the PILOT Agreement is attached to this Ordinance as Exhibit B.

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

SECTION I. Recitals. The above recitals are incorporated herein by reference as though set forth fully herein below.

SECTION II. Approval of PILOTs. As more specifically provided in accordance with the form of PILOT Agreement, the Common Council hereby approves PILOTs for the Property in annual sums as follows:

Year 1	\$ 21,000
Year 2	\$ 21,630
Year 3	\$ 22,279
Year 4	\$ 22,947
Year 5	\$ 23,635
Year 6	\$ 24,344
Year 7	\$ 25,074
Year 8	\$ 25,826
Year 9	\$ 26,601
Year 10	\$ 27,399
Year 11	\$ 28,221
Year 12	\$ 29,068
Year 13	\$ 29,940
Year 14	\$ 30,838
Year 15	\$ 31,763

SECTION III. Authorization and Approval of Form of PILOT Agreement. The Common Council hereby authorizes and approves the form of the PILOT Agreement and authorizes its execution and delivery by the Mayor on behalf of the City substantially in the form attached hereto and incorporated herein by reference as Exhibit B, all for the purposes contemplated herein.

SECTION IV. Recording of Executed Ordinance. The City Clerk is directed to provide an executed copy of this Ordinance, as approved, and a copy of the executed PILOT Agreement to the Owner for the Owner to record with the St. Joseph County Recorder's Office and for the Owner to file the recorded Ordinance and PILOT Agreement with the City Clerk's Office, the St. Joseph County Assessor's Office, the St. Joseph County Auditor's Office, and the St. Joseph County Treasurer's Office.

SECTION V. Further Authorizations. The Common Council hereby requests, authorizes, and directs the Mayor, Common Council President, Controller and the City Clerk, and all official officers, members, employees, and agents of the City, and each of them, for and on behalf of the City, to negotiate, prepare, execute, and deliver any and all other instruments, letters, certificates, agreements, and documents as are determined to be necessary or appropriate to consummate the transactions contemplated by this Ordinance, and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements, and documents necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the City, the full performance and satisfaction of which by the City is hereby authorized and directed.

SECTION VI. Effectiveness. This Ordinance shall be in full force and effect from and after its adoption and the procedures required by law. This Ordinance remains in full force and effect until repealed or modified by the Common Council, subject to the approval of the Owner.

[Signature Page Follows]

Duly passed and adopted on this ____ day of _____, 2026 by the Common Council of the City of South Bend, Indiana.

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the ____ day of _____, 2026, at ____ o'clock .m.

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

Approved and signed by me on the ____ day of _____, 2026, at ____ o'clock ____ .m.

James Mueller, Mayor
City of South Bend, Indiana

EXHIBIT A

Property

Glass House Survey Of Lots 56 57 58 And Lots 5 To 10 Touhey And Hagerty

EXHIBIT B

Form of PILOT Agreement

(See Attached)

Jun 17, 2026

Bianca Tirado
City Clerk, South Bend, IN

Parcel Identification No.: 71-08-11-426-001.000-026

PILOT AGREEMENT

THIS PILOT AGREEMENT (this "PILOT Agreement") is entered into to be effective as of this ___ day of _____, 2026, (the "Effective Date"), by and among the CITY OF SOUTH BEND, INDIANA, a municipal corporation and political subdivision of the State of Indiana (the "City"), and Western Avenue I, LLC, an Indiana limited liability company (the "Owner," with each of the City and the Owner sometimes being individually referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the City is a duly organized municipal corporation and political subdivision under the laws of the State of Indiana, and the Common Council of the City is the legislative body of the City (the "Common Council");

[**WHEREAS**, the managing member of the Owner is Western Avenue I - Michaels, LLC, an Indiana limited liability company (the "Managing Member");]

WHEREAS, the Owner has confirmed to the City that the Owner will develop, own, and operate an affordable rental apartment facility on the +/- 8.81 acre site located at 628 West Western Avenue, South Bend, Indiana and identified as Parcel Number 71-08-11-426-001.000-026 in the St. Joseph County Assessor's records which real estate is legally described on **Exhibit A** attached to and made a part of this PILOT Agreement (the "Property"), and known as the Western Avenue Transformation District (the "Project");

WHEREAS, the Project will provide 110 affordable housing units for low-income residents whose incomes will be at 60% or less of the applicable area median income and 46 unrestricted units;

WHEREAS, the Project will be financed utilizing federal low-income housing tax credits under the federal low-income housing tax credit program described in 26 U.S.C. § 42;

WHEREAS, the Project will be subject to an extended use agreement which is described in 26 U.S.C. § 42 (the "Extended Use Agreement") as administered by the Indiana Housing and Community Development Authority (the "IHCDA") for a period of at least fifteen (15) years;

WHEREAS, pursuant to 26 U.S.C. § 42 and the Extended Use Agreement, the 110 affordable units within the Project will be available for rent to residents whose incomes will be at 60% or less of the applicable area median income (the “Restricted Residents”);

WHEREAS, pursuant to 26 U.S.C. § 42 and the Extended Use Agreement, the affordable units within the Project will be limited to charging rents as determined, from time-to-time by the United States Department of Housing and Urban Development (the “Restricted Rents”);

WHEREAS, since the Project will constitute property described in 26 U.S.C. § 42, the Project will be subject to the Extended Use Agreement, and the Parties have entered into this PILOT Agreement, the Owner qualifies as a “property owner” under Indiana Code § 36-1-8-14.3(d);

WHEREAS, the Owner has agreed to make certain payments-in-lieu-of-taxes as set forth in this PILOT Agreement;

WHEREAS, the City is authorized to enter into this PILOT Agreement pursuant to Indiana Code § 36-1-8-14.3 *et seq.*; and

WHEREAS, in order to provide for the successful development, financing and operation of the Project, the Owner and the City are entering into this PILOT Agreement, which the City represents has been ratified by the Common Council.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

Section 1. Owner Compliance.

Section 1.1 (a) Owner acknowledges that in order to qualify for property tax exemption for the Property under Indiana Code § 6-1.1-10-16.7, the Project must be in compliance with the requirements of § 6-1.1-10-16.7.

(b) Owner further acknowledges that:

(i) the mere execution of this PILOT Agreement does not confer any property tax exemption on the Property under Indiana Code § 6-1.1-10-16.7;

(ii) in order to obtain any such property tax exemption or partial exemption under Indiana Code § 6-1.1-10-16.7, the Owner must timely file its property tax exemption application, including renewal applications, if any are required, with the St. Joseph County Assessor requesting an exemption pursuant to Indiana Code § 6-1.1-10-16.7 from Owner’s obligation to pay all or any portion of its real and personal property taxes on the Property; and

(iii) the Owner must meet its burden of proof under Indiana law pursuant to the normal application and determination process applicable to Indiana Code § 6-1.1-10-16.7 to qualify for and receive such exemption.

Section 2. Payment In Lieu of Taxes.

Section 2.1.

(a) The Owner has agreed to make payments in lieu of taxes as described herein in consideration of the cooperation and support of the City for successful development, financing and operation of the Project, which includes, but is not limited to, the public promotion and support for the Project. The annual amount payable by the Owner to the City hereunder (the “Annual in Lieu of Amount”) shall be in the annual sums as follows:

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Year 13	\$ 29,940
Year 14	\$ 30,838
Year 15	\$ 31,763

(b) The Annual in Lieu of Amount has been negotiated between the City and the Owner in accordance with Indiana Code § 36-1-8-14.3(f), and by specifically taking into account the applicable provisions of Indiana Code § 6-1.1-4-40, Indiana Code § 6-1.1-4-41, and Indiana Code § 6-1.1-10-16.

(c) The Owner will pay all property taxes due on the Property until such time as the Owner complies with the requirements to secure the property tax exemption for the Property described in Section 1.1(b).

Section 2.2. The Annual in Lieu Amount payable by Owner with respect to the Property shall be imposed as property taxes and payable in two equal installments due and payable on or before May 10 and November 10 of each successive calendar year, with the initial installment of the payment becoming due and payable on May 10 of the year following the Project’s final

building receiving its Certificate of Occupancy (the “C of O”) from the City (each payment, a “PILOT”, and collectively, the “PILOTS”). Upon receipt by the Owner of an Annual In Lieu Amount bill from the Controller of the City, the Owner shall remit its semi-annual PILOT to the City at the Office of the Controller on or before each installment due date. Subject to Section 2.4, the aggregate annual amount of each year’s semi-annual PILOT shall not exceed the Annual in Lieu of Amount.

Section 2.3. The obligation of the Owner to pay the Annual In Lieu of Amounts shall be subordinate to the obligations of the Owner with respect to the Owner’s obligation to make debt service payments on any financing which may now or in the future be secured by a mortgage on the Property. The City agrees to execute whatever documents any lender to the Owner now or in the future may require which are commercially reasonable in order to confirm the foregoing subordination.

Section 2.4. The City shall have the right to enforce the payment of all PILOTS when due, including all penalties, costs, and expenses imposed under Indiana Code § 6-1.1-22-1, *et. seq.*, and Indiana Code § 6-1.1-37-1, *et seq.* or any statute which amends or replaces them for delinquent PILOTS, in the same manner as the City enforces the obligations of non-exempt taxpayers.

Section 2.5. The authorized lenders and investors of the Owner shall have the right, but not the obligation, to cure a monetary default under this Agreement. This City shall accept a cure tendered by a lender or investor if: (a) either the City or the Owner has received written notice of default; (b) the lender or investor provides written notice of its election to cure together with written documentation of its authorization to cure; and (c) the cure is made in full in immediately available funds, including any interest, penalties, costs, and fees then due under this Agreement. Upon the City’s receipt of a cure under this subsection, the cured default shall be considered as if provided by the Owner. No cure under this subsection shall waive any other existing default, waive or limit the City’s rights or remedies with respect to any other uncured default, or constitute the City’s consent to any transfer or change of control of Owner.

Section 3 Term.

Section 3.1. Except as otherwise provided in Section 4, the PILOT Agreement and applicable PILOTS required hereunder shall continue for a period of fifteen (15) years beginning with the initial year that a PILOT is made by the Owner to the City (the “Initial Term”). The Initial Term may be extended by a mutual, written agreement of the Parties.

Section 4. Termination.

Section 4.1. City or Owner may terminate this PILOT Agreement at any time upon a material breach of this PILOT Agreement or failure to perform any term of this PILOT Agreement by the other, unless such material breach or failure is cured within thirty (30) days after written notice is given to the party in material breach; provided, however, that if any such claimed material breach or failure is of a nature that it cannot be cured within thirty (30) days, a non-breaching party shall not have the right to terminate this PILOT Agreement as long as the party in material

With a copy to: Marsha J. Parham-Green
Executive Director
Housing Authority of South Bend
501 Alonzo Watson Drive
South Bend, Indiana 46601

If to City: City of South Bend, Indiana
South Bend City Hall
215 S. Dr. Martin Luther King Jr. Blvd., Suite 500
South Bend, Indiana 46601
Attn: Executive Director, South Bend Department of Community
Investment

With a copy to: South Bend Legal Department
215 S. Dr. Martin Luther King Jr. Blvd., Suite 600
South Bend, Indiana 46601
Attn: Corporation Counsel
Email: legaldept@southbendin.gov

or at such other address as the Party to be served with notice may have furnished in writing to the Party seeking or desiring to serve notice as a place for the service of notice. Notices given in any other manner shall be deemed effective only upon receipt.

Section 5.5. Modification, Amendment, or Waiver. No modification, waiver, amendment, discharge, or change of this PILOT Agreement shall be valid unless the same is in writing and signed by all Parties.

Section 5.6. Governing Law. This PILOT Agreement shall be governed by and construed under the laws of the State of Indiana. Suit, if any, shall be brought in St. Joseph County, Indiana.

Section 5.7. Execution in Counterparts. This PILOT Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5.8. Severability. If any provision of this PILOT Agreement is determined by a court having jurisdiction to be illegal, invalid, or unenforceable under any present or future law, the remainder of this PILOT Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid, and enforceable.

Section 5.9. No Joint Venture. Nothing contained in this PILOT Agreement will be construed to constitute Owner as a joint venturer with City or to constitute a partnership between Owner and City.

Section 5.10. Construction. The Parties acknowledge that each Party and each Party's counsel have reviewed and revised this PILOT Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this PILOT Agreement or any amendments or schedules hereto.

Section 5.11. Authorization. The persons executing and delivering this PILOT Agreement on behalf of the Parties hereto represent and warrant to the other Party that such person is duly authorized to act for and on behalf of said Party and execute and deliver this PILOT Agreement in such capacity as is indicated below.

Section 5.12. Assignment/Successor. This PILOT Agreement shall be binding upon the City and Owner, and all successors, grantees, or assignees of Owner with respect to the Property (or any portion thereof) which would otherwise be entitled to claim an exemption for real and personal property taxes imposed on the Property.

Section 5.13. Recording. The Owner will cause, at Owner's expense, this PILOT Agreement, the Ordinance of the Common Council approving this PILOT Agreement (the "Ordinance") and any other instruments of further assurance to be promptly recorded, filed, and registered as provided in the Ordinance, and at all times to be recorded, filed, and registered, in such manner and in such places as may be required by law to preserve and protect fully the rights of the City hereunder as to all of the mortgaged property. In the event the owner does not record and file the PILOT Agreement and the Ordinance, as provided in the Ordinance, within thirty (30) days of the later of (i) adoption of the Ordinance by the Common Council and (ii) execution of this PILOT Agreement by all parties thereto, the City will cause, at Owner's expense, this PILOT Agreement and the Ordinance to be recorded and filed as provided in the Ordinance, the expense of which will be reimbursed by the Owner to the City.

Section 5.14 Incorporation of Recitals. The recitals contained in this PILOT Agreement are incorporated into the operative provisions of this PILOT Agreement as if separately restated and are true and correct.

* * * * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Parties have caused the execution of this PILOT Agreement by their duly authorized representatives as of the day, month, and year first above written, but to be effective as of the Effective Date.

CITY OF SOUTH BEND, INDIANA

James Mueller, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

Before me, a Notary Public, in and for said County and State, personally appeared James Mueller, in his capacity as the Mayor, acting for and behalf of the City of South Bend, Indiana, and who, having been duly sworn, stated that any and all representations and warranties contained therein are true and correct in all material respects.

Witness my hand and Notarial Seal this ___ day of _____, 202__.

Notary Public

Printed Name

My Commission Expires:

My County of Residence:

[EXECUTIONS CONTINUED ON FOLLOWING PAGE]

OWNER:

Western Avenue I, LLC,
An Indiana limited liability company

By: Western Avenue I – Michaels, LLC
An Indiana limited liability company,
Its manager and a member

By: _____
Greg Olson, Regional Vice President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared _____ in his capacity as the _____ who acknowledged the execution of the foregoing instrument as such _____ acting for and on behalf of said _____ and who, having been duly sworn, stated that any and all representations and warranties contained therein are true and correct in all material respects.

Witness my hand and Notarial Seal this ___ day of _____, 202__.

Notary Public

Printed Name

My Commission Expires:

My County of Residence:

Prepared by and return after recording to: Jenna K. Throw, City Attorney, City of South Bend,
215 S. Dr. Martin Luther King Jr. Blvd., Suite 600, South Bend, IN 46601

I affirm under penalties for perjury, that I have taken reasonable care to redact each Social Security
Number in this document, unless required by law. Jenna K. Throw

EXHIBIT A

The Land referred to herein below is situated in the County of St. Joseph, State of Indiana, and is described as follows:

Glass House Survey Of Lots 56 57 58 And Lots 5 To 10 Touhey And Hagerty

32-26



City of South Bend **PLAN COMMISSION**

City Hall
215 S. Martin Luther King, Jr. Blvd.
Suite 500
South Bend, IN 46601
(574) 235-7627
www.southbendin.gov/zoning

June 2, 2026

Filed in Clerk's Office

Jun 3, 2026

Honorable Committee Chair Davis
Third Floor, County-City Building
South Bend, IN 46601

Bianca Tirado
City Clerk, South Bend, IN

RE: Coal Line Trail with common address of 1241 RIVERSIDE DR for five city parcels with ID# 018-1094-3937 – PC#0307-26

Dear Committee Chair Davis:

Enclosed is an Ordinance for the proposed Zone Map Amendment at the above referenced locations. Please include the attached Ordinance on the Council agenda for first reading at your June 8, 2026, Council meeting, and set it for public hearing at your June 22, 2026, Council meeting. The petition is tentatively scheduled for public hearing at the June 15, 2026, 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:

The City recently completed part of the Coal Line Trail, for which new parcels were created but not assigned a zoning district. Zoning staff are requesting the parcels be rezoned as Open Space (OS).

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

Sincerely,

Brian Killen
Zoning Administrator

CC: Bob Palmer

Tim Corcoran
Planning Director

Brian Killen
Zoning Administrator

Francisco Fotia
Commission President

Jun 3, 2026

Bianca Tirado
City Clerk, South Bend, IN

BILL NO. 32-26

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING THE ZONING ORDINANCE FOR PROPERTY LOCATED AT COAL LINE TRAIL 1241 RIVERSIDE PARCEL ID# 018-1094-3937 COUNCILMANIC DISTRICT NO. 1, 2, AND 4 IN THE CITY OF SOUTH BEND, INDIANA

STATEMENT OF PURPOSE AND INTENT

Petitioner desires to rezone five Coal Line Trail properties from unzoned to Open Space (OS) District.

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:

Coal Line Trail at 1241 Riverside Drive (Parcel# 018-1094-3937) -- Abd RR Walking Trail start int Wilber & VanBuren Sts NE to incl Park S of RR, W of Riverside Dr N of Hudson Ave & E of Woodward Ave EX RR N & adj Sec 2 37 2e.

be and the same is hereby established as Open Space (OS)

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.

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the ____ day of _____, 2026, at _____ o'clock .m.

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

Approved and signed by me on the ____ day of _____, 2026, at ____ o'clock ____ .m.

James Mueller, Mayor
City of South Bend, Indiana

Petition for Rezoning or Combined Public Hearing

Property Information

Tax Key Number: 018-1094-3937

Address: _____

Owner: Civil City of South Bend

Legal Description:

Abd RR Walking Trail start int Wilber & VanBuren Sts NE to incl Park S of RR, W of Riverside Dr N of Hudson Ave & E of Woodward Ave EX RR N & adj Sec 2 37 2e

Project Summary

Linear Park being zoned OS

Requested Action

Application includes (check all that apply)

Rezoning

Current District: Choose the current district Additional Districts, if applicable

Proposed District Choose the proposed district 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

Contact information

Property owner(s) of the petition site:

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Contact Person:

Name: _____

Address: _____

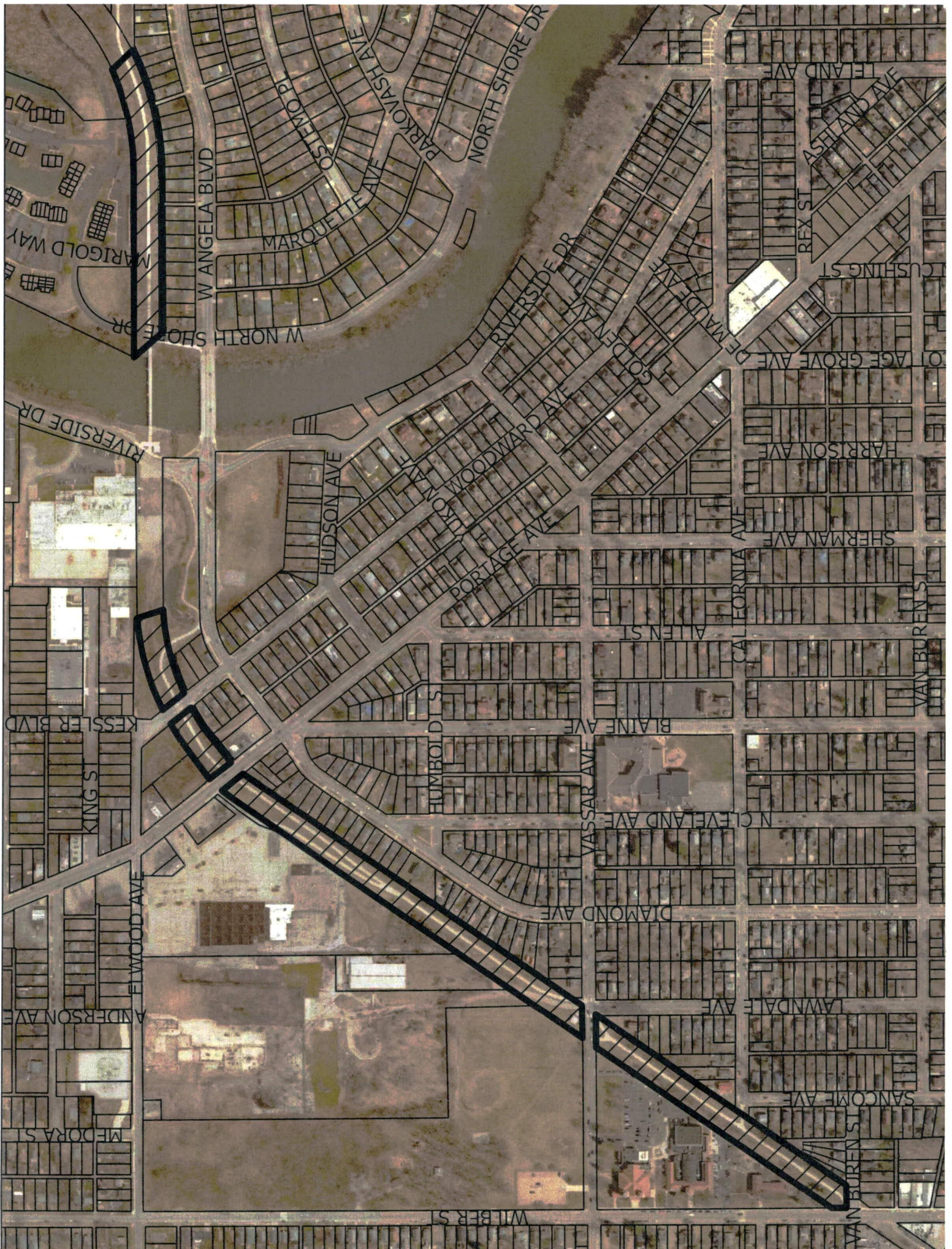
Phone Number: _____

E-mail: _____

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:



MARGOLD WAY
W NORTH SHORE DR
W ANGELA BLVD

RIVERSIDE DR
HUDSON AVE

KESSLER BLVD
KING ST
ELWOOD AVE

ANDERSON AVE
MEORA S

WILBER ST

MARQUET BLVD
OSTROM BLVD
PARKWAY AVE
NORTH SHORE DR

HUDSON AVE
HUMBOLDT S
WOODWARD AVE

PORTAGE AVE
BLAINE AVE
VASSAR AVE

DIAMOND AVE
LAWDALE AVE
SANCOMB AVE

VAN BUREN ST

RIVERSIDE DR
GOLDEN AVE
DEMAND AVE

ALLEN ST
CALIFORNIA AVE

N CLEVELAND AVE
VAN BUREN ST

VAN BUREN ST

VAN BUREN ST

REX ST
CUSHING ST
AGE GROVE AVE

HARRISON AVE
SHERMAN AVE

VAN BUREN ST

VAN BUREN ST

VAN BUREN ST



City of South Bend PLAN COMMISSION

City Hall
215 S. Martin Luther King, Jr. Blvd.
Suite 500
South Bend, IN 46601
(574) 235-7627
www.southbendin.gov/zoning

Filed in Clerk's Office

Tuesday, June 16, 2026

Jun 16, 2026

South Bend Common Council
3rd Floor, City Hall
South Bend, IN 46601

Bianca Tirado
City Clerk, South Bend, IN

Re: Bill#32-26 - A proposed ordinance of CIVIL CITY OF SOUTH BEND to zone from Unzoned to OS Open Space, property located at Common address of 1274 N WOODWARD AVE for five city parcels with ID# 018-1094-3937, City of South Bend - PC# 0307-26

Dear Council Members:

I hereby Certify that the above referenced ordinance of CIVIL CITY OF SOUTH BEND was legally advertised on June 5, 2026 and that the South Bend Plan Commission at its public hearing on June 15, 2026 took the following action:

Upon a motion by Caitlin Stevens, being seconded by Scott Ford and unanimously carried, a proposed ordinance of CIVIL CITY OF SOUTH BEND to zone from Unzoned to OS Open Space, property located at Common address of 1241 RIVERSIDE DR for five city parcels with ID# 018-1094-3937, 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,

A handwritten signature in black ink that reads "Brian Killen".

Brian Killen
Zoning Administrator

Attachment

CC: CIVIL CITY OF SOUTH BEND
Bob Palmer

Tim Corcoran
Planning Director

Brian Killen
Zoning Administrator

Francisco Fotia
Commission President

33-26

County-City Building
227 W Jefferson Blvd Suite, 1200 N
South Bend, IN 46601

James Mueller, Mayor



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

Filed in Clerk's Office

Jun 3, 2026

Bianca Tirado
City Clerk, South Bend, IN

City of South Bend

Department of Administration & Finance
Division of Human Resources

June 3rd, 2026

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

RE: Q2 2026 Additional Appropriation Ordinance

Dear President Lee,

During the past several years, it has been the practice of the City of South Bend to request department heads, fiscal staff, and city administration to conduct an extensive review of the status of compliance with the adopted city budget and propose necessary adjustments periodically throughout the year. For 2026, we plan to propose adjustments during four time periods—March, June, September, and December.

Based on our budget review, we are submitting the enclosed additional appropriation ordinance for your consideration.

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 June 8th, 2026, with 2nd reading, public hearing and 3rd reading scheduled for June 22nd, 2026.

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 blue ink that reads "Kyle Willis".

Kyle Willis
City Controller

Jun 3, 2026

BILL NO. 33-26

Bianca Tirado
City Clerk, South Bend, IN

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPROPRIATING ADDITIONAL FUNDS FOR CERTAIN DEPARTMENTAL AND CITY SERVICES OPERATIONS FOR THE YEAR 2026 OF \$32,358 FROM THE GENERAL FUND (#101), \$75,410 FROM THE PARKS AND RECREATION FUND (#201), \$70,000 FROM THE MOTOR VEHICLES HIGHWAY FUND (#202), \$360,000 FROM THE COMMUNITY INVESTMENT OPERATING FUND (#211), \$7,034,537 FROM THE COMMUNITY INVESTMENTS GRANTS FUND (#212), \$767,050 FROM THE GIFT, DONATION, BEQUEST FUND (#217), \$37,000 FROM THE UNSAFE BUILDING FUND (#219), \$100,000 FROM THE LOSS RECOVERY FUND (#227), \$122,500 FROM THE CODE ENFORCEMENT FUND (#230), \$1,000,000 FROM THE LOCAL ROADS & STREET FUND (#251), \$79,443 FROM THE IT/INNOVATION/311 CALL CENTER FUND (#279), \$80,000 FROM THE INDIANA RIVER RESCUE FUND (#291), \$1,600,000 FROM THE LOCAL INCOME TAX – ECONOMIC DEVELOPMENT FUND (#408), \$255,000 FROM THE WATER WORKS OPERATIONS FUND (#620), \$994,620 FROM THE WATER WORKS CAPITAL FUND (#622), \$420,000 FROM THE SEWAGE WORKS OPERATIONS FUND (#641).

STATEMENT OF PURPOSE AND INTENT

By Ordinance No. 11229-25 on October 13, 2025, the Common Council adopted the City’s 2026 operating and capital budgets, which included expenditures for various City operations. It is now necessary to appropriate additional funds for operational and capital expenditures necessary for the City to affect the provision of services to its residents, which were not anticipated at the time the City budget was adopted.

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

Section I. The following amounts are hereby appropriated in fiscal year 2026 and set apart within the following designated funds for expenditures as follows:

Fund	Fund Name	Amount
101	General Fund	\$32,358
201	Parks & Recreation	75,410
202	Motor Vehicle Highway	70,000
211	Community Investment Operating	360,000
212	Community Investments Grants	7,034,537
217	Gift, Donation, Bequest	767,050

219	Unsafe Building	37,000
230	Code Enforcement	122,500
251	Local Road & Street	1,000,000
279	IT/Innovation/311 Call Center	79,443
291	Indiana River Rescue	80,000
408	Local Income Tax – Economic Development	1,600,000
620	Water Works Operations	255,000
622	Water Works Capital	994,620
641	Sewage Works Operations	420,000
	Total	\$12,927,918

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

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the ____ day of _____, 2026, at ____ o'clock __m.

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

Approved and signed by me on the ____ day of _____, 2026, at ____ o'clock ____m.

James Mueller, Mayor
City of South Bend, Indiana

City of South Bend, Indiana					
Q2 2026 Budget Adjustments - Additional Appropriations					
(increase or decrease in total fund expenditures)					
Account #	Fund	Department	Division	Account	Budget Adjustment
Unanticipated Expenses					
101-04-402-044-439006--	General Fund <i>Rationale: Appropriate HRC luncheon revenue.</i>	Administration & Finance	Human Rights	Services & Charges-Other-Education & Training	\$ 8,415
101-04-402-044-439006--	General Fund <i>Rationale: Appropriate funds for HUD grant education.</i>	Administration & Finance	Human Rights	Services & Charges-Other-Education & Training	\$ 23,943
201-11-209-206-431019--	Parks & Recreation <i>Rationale: Appropriate additional budget for Invictus contract. (Howard Park security expenses)</i>	Venues Parks & Arts	Visitor Experience	Services & Charges-Professional-Security Services	\$ 50,000
202-06-602-503-431001--	Motor Vehicle Highway <i>Rationale: Appropriation for legal fee expenses.</i>	Public Works	Streets & Sewers	Services & Charges-Professional-Legal Services	\$ 50,000
202-06-602-503-436006--	Motor Vehicle Highway <i>Rationale: Appropriation for radio equipment repair & maintenance expenses.</i>	Public Works	Streets & Sewers	Services & Charges-Repairs & Maint-Radio Equip R&M	\$ 20,000
211-10-101-120-431000--	Dept of Community Investment Operating <i>Rationale: Appropriate funds for professional services.</i>	Community Investment	Community Investment	Services & Charges-Professional-Other Professional Svcs	\$ 25,000
211-10-101-120-431001--	Dept of Community Investment Operating <i>Rationale: Appropriate funds for legal services.</i>	Community Investment	Community Investment	Services & Charges-Professional-Legal Services	\$ 75,000
211-10-101-129-431000--	Dept of Community Investment Operating <i>Rationale: Appropriate budget for narrative and graphic updates.</i>	Community Investment	Community Investment	Services & Charges-Professional-Other Professional Svcs	\$ 35,000
211-10-101-130-431000--	Dept of Community Investment Operating <i>Rationale: Appropriate additional funds for City-owned property expenses.</i>	Community Investment	Community Investment	Services & Charges-Professional-Other Professional Svcs	\$ 225,000
219-10-103-100-431000--	Unsafe Building <i>Rationale: Additional budget for boarding up unsafe properties.</i>	Community Investment	Neighborhoods	Services & Charges-Professional-Other Professional Svcs	\$ 37,000
230-10-103-105-410003--	Code Enforcement <i>Rationale: Appropriate additional funds for part time staff to assist with animal care.</i>	Community Investment	Neighborhoods	Personnel-Salaries & Wages-Permanent Part Time	\$ 50,000
230-10-103-105-422007--	Code Enforcement <i>Rationale: Appropriation for Animal Resource Center cleaning supplies.</i>	Community Investment	Neighborhoods	Supplies-Operating-Cleaning Supplies	\$ 5,000
230-10-103-105-422007--	Code Enforcement <i>Rationale: Appropriate funds for the Animal Resource Center animal feed</i>	Community Investment	Neighborhoods	Supplies-Operating-Cleaning Supplies	\$ 5,000
230-10-103-105-435002--	Code Enforcement <i>Rationale: Appropriate additional funds for natural gas utility expenses.</i>	Community Investment	Neighborhoods	Services & Charges-Utility Services-Natural Gas	\$ 2,500
230-10-103-105-436001--	Code Enforcement <i>Rationale: Appropriate additional budget for building maintenance expenses. Expenses increased more than expected.</i>	Community Investment	Neighborhoods	Services & Charges-Repairs & Maint-Building R&M	\$ 15,000
230-10-103-105-439019--	Code Enforcement <i>Rationale: Additional budget for the Animal Resource Center cremation expenses.</i>	Community Investment	Neighborhoods	Services & Charges-Other-Cremation Services	\$ 45,000

City of South Bend, Indiana					
Q2 2026 Budget Adjustments - Additional Appropriations					
(increase or decrease in total fund expenditures)					
Account #	Fund	Department	Division	Account	Budget Adjustment
291-09-090-094-422000--	Indiana River Rescue <i>Rationale: Additional budget for operating supplies of the Indiana River Rescue School.</i>	Fire Department	Fire Department	Supplies-Operating-Other Operating Supplies	\$ 60,000
291-09-090-094-439000--	Indiana River Rescue <i>Rationale: Additional budget for operating expenses for the Indiana River Rescue School.</i>	Fire Department	Fire Department	Services & Charges-Other-Misc Charges & Svcs	\$ 20,000
408-06-602-503-436008	Local Income Tax - Economic Development <i>Rationale: Appropriating funds for City streets repair and maintenance</i>	Public Works	Streets & Sewers	Services & Charges-Repairs & Maint-Street Maint	\$ 1,500,000
408-10-101-130-436001--	Local Income Tax - Economic Development <i>Rationale: Additional budget for repair & maintenance of City-owned properties.</i>	Community Investment	Community Investment	Services & Charges-Repairs & Maint-Building R&M	\$ 100,000
620-06-604-603-435004--	Water Works Operations <i>Rationale: Additional budget for water utility expenses.</i>	Public Works	Water Works	Services & Charges-Utility Services-Water	\$ 255,000
641-06-602-509-436006--	Sewage Works Operations <i>Rationale: Additional budget for Radio Equipment repair & maintenance expenses.</i>	Public Works	Streets & Sewers	Services & Charges-Repairs & Maint-Radio Equip R&M	\$ 20,000
641-06-602-509-439016--	Sewage Works Operations <i>Rationale: Additional budget for sewer lateral reimbursement expenses.</i>	Public Works	Streets & Sewers	Services & Charges-Other-Lateral	\$ 400,000
217-10-101-132-439300--	Gift, Donation, Bequest <i>Rationale: Appropriate funds to cover Urban Tree canopy work not covered by the USDA Urban and Community Forestry Grant funds.</i>	Community Investment	Community Investment	Services & Charges-Other-Grants & Subsidies	\$ 38,000
				Total Unanticipated Expenses	\$ 3,064,858
Supported by Outside Revenue					
201-11-011-011-433003--	Parks & Recreation <i>Rationale: Appropriate donated funds from Four Winds Casino to support the MLK Dream Center.</i>	Venues Parks & Arts	Community Initiatives	Services & Charges-Printing & Ad-Promotional	\$ 25,000
201-11-205-243-433003-11EIA-	Parks & Recreation <i>Rationale: Appropriating additional grants funds for the Kennedy Park improvement project</i>	Venues Parks & Arts	Development & Promotion	Services & Charges-Printing & Ad-Promotional	\$ 410
212-10-101-120-439300--	Dept of Community Investment Grants <i>Rationale: Appropriating HUD Lead Grant funds.</i>	Community Investment	Community Investment	Services & Charges-Other-Grants & Subsidies	\$ 7,007,016
212-10-101-120-439300--	Dept of Community Investment Grants <i>Rationale: Appropriate funds for HUD cost sharing match.</i>	Community Investment	Community Investment	Services & Charges-Other-Grants & Subsidies	\$ 27,521
217-04-402-044-439300--	Gift, Donation, Bequest <i>Rationale: Appropriate scholarship donations from HRC Luctheon.</i>	Administration & Finance	Human Rights	Services & Charges-Other-Grants & Subsidies	\$ 9,050
217-07-071-071-431000-BMC2026-	Gift, Donation, Bequest <i>Rationale: Appropriate Bloomberg Grant funds.</i>	Innovation & Technology	Information Technology	Services & Charges-Professional-Other Professional Svcs	\$ 720,000
279-07-071-071-431009--PROJ00000383	IT / Innovation / 311 Call Center <i>Rationale: Appropriate Commuters Trust program proceeds.</i>	Innovation & Technology	Information Technology	Services & Charges-Professional-Computer & Technology	\$ 48,690
279-07-071-071-431009--PROJ00000383	IT / Innovation / 311 Call Center <i>Rationale: Appropriate Commuter Trust program proceeds.</i>	Innovation & Technology	Information Technology	Services & Charges-Professional-Computer & Technology	\$ 30,753
				Total Supported by Outside Revenue	\$ 7,868,440
Capital Projects					
622-06-604-620-442007--PROJ00000762	Water Works Capital <i>Rationale: Appropriation of funds for the LaSalle Storm Sewer project.</i>	Public Works	Water Works	Capital Outlay-Infrastructure-Mains	\$ 994,620
				Total Capital Projects	\$ 994,620
Administrative Expenses					
251-06-600-506-452000--	Local Road & Street	Public Works	Engineering	Other Uses-Interfund Transfer Out-Transfers Out	\$ 1,000,000

City of South Bend, Indiana					
Q2 2026 Budget Adjustments - Additional Appropriations					
(increase or decrease in total fund expenditures)					
Account #	Fund	Department	Division	Account	Budget Adjustment
	<i>Rationale: Transfer of funds to Fund 265 to cover road project expenses.</i>				
				Total Administrative Administrative Expenses	\$ 1,000,000
				Total Additional Appropriations	\$ 12,927,918

34-26

County-City Building
227 W Jefferson Blvd Suite, 1200 N
South Bend, IN 46601

James Mueller, Mayor



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

Filed in Clerk's Office

Jun 3, 2026

Bianca Tirado
City Clerk, South Bend, IN

City of South Bend

*Department of Administration & Finance
Division of Human Resources*

June 2nd, 2026

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

RE: Q2 2026 Budget Transfer Ordinance

Dear President Lee,

During the past several years, it has been the practice of the City of South Bend to request department heads, fiscal staff, and city administration to conduct an extensive review of the status of compliance with the adopted city budget and propose necessary adjustments periodically throughout the year. For 2026, we plan to propose adjustments during four time periods—March, June, September and December.

Based on our budget review, we are submitting the enclosed budget transfer ordinance for your consideration.

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 June 8th, 2026, with 2nd reading, public hearing and 3rd reading scheduled for June 22nd, 2026.

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 blue ink that reads "Kyle Willis".

Kyle Willis
City Controller

Jun 3, 2026

Bianca Tirado
City Clerk, South Bend, IN

BILL NO. 34-26

ORDINANCE NO. _____

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,
INDIANA, FOR BUDGET TRANSFERS FOR VARIOUS DEPARTMENTS WITHIN
THE CITY OF SOUTH BEND, INDIANA FOR THE YEAR 2026**

STATEMENT OF PURPOSE AND INTENT

Unforeseen conditions have developed since the adoption of the existing City budget, under Ordinance No. 11229-25 on October 13, 2025, which necessitates the increase and reduction of appropriations within the various departments of the General Fund and other funds of the City of South Bend during 2026.

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

Section I. All accounts as set forth in the detailed attachment hereto which are incorporated herein shall be adjusted by increase or reduction of appropriation in the designated sums.

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

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the ____ day of _____, 2026, at _____ o'clock .m.

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

Approved and signed by me on the _____ day of _____, 2026, at ___ o'clock
____.m.

James Mueller, Mayor
City of South Bend, Indiana

City of South Bend, Indiana

Q1 2026 Budget Adjustments - Budget Transfers

(budget transfers between different cost categories (i.e. personnel, supplies, services, capital) and/or different departments/divisions within the same fund)

Account #	Fund	Department	Division	Account	Budget Adjustment
101-04-040-040-111201--	General Fund	Administration & Finance	General City	Personnel-Employee Benefits-Tool Allowance	\$ 800
101-04-040-040-436001--	General Fund	Administration & Finance	General City	Services & Charges-Repairs & Maint-Building R&M	\$ (800)
	<i>Rationale: Transfer to cover tool allowance for City Hall management staff.</i>				
101-06-600-500-445000--	General Fund	Public Works	Engineering	Capital Outlay-Machinery & Equip-Motor Equipment	\$ (3,799)
101-06-600-500-432003--	General Fund	Public Works	Engineering	Services & Charges-Communication & Transp-Travel	\$ 3,799
	<i>Rationale: Transfer to cover travel expenses.</i>				
101-03-030-030-410005--	General Fund	Common Council	Common Council	Personnel-Salaries & Wages-Seasonal & Interns	\$ 24,000
101-03-030-030-431000--	General Fund	Common Council	Common Council	Services & Charges-Professional-Other Professional Svcs	\$ (24,000)
	<i>Rationale: Transfer to cover intern wages.</i>				
					\$ -



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

June 3rd, 2026

Mr. Canneth Lee
President, South Bend Common Council
4th Floor, County-City Building
South Bend, IN 46601

Filed in Clerk's Office

Jun 3, 2026

Bianca Tirado
City Clerk, South Bend, IN

RE: 2026 Non-Bargaining Salary Ordinance – Amended

Dear President Lee:

Attached is an ordinance amending the maximum compensation for non-bargaining employees for the calendar year 2026.

We are amending the salary ordinance to create new positions and increase salaries for certain positions from the salary ordinance that are in the Human Rights, Venue, Parks, and Public Works Departments. Below are the amendments submitted for the 2026 Salary Ordinance.

Human Rights: New Position being added

- Deputy Director of Human Rights: Salary of \$100,235. This position will be funded by Federal Grant – HUD proceeds. This position will not be filled until 2027.

Salary Cap Increase

- Executive Director of Human Rights, salary cap increases from \$101,077 to \$115,000 to avoid salary compression between this position and the new Deputy Director of Human Rights position.
- Housing Manager, salary cap increase from \$78,005 to \$90,000. This position is funded by Federal Grant –HUD proceeds.

Morris PAC:

Salary Cap Increases for the following positions

- Manager – Event Service Maintenance, salary cap increases from \$44,558 to \$49,000. The current employee’s salary is \$45,000 so we need to increase the salary cap so the current salary is below the salary cap.
- Manager - Assistant Facility Operations, salary cap increases from \$43,743 to \$48,200. The increase in salary cap is to keep the salary gap consistent between these two positions.

Storm Sewer (Public Works Department)

Title Change & Salary Cap Increase



-
- Changing the title of the current MS4 Specialist position to MS4 Coordinator. Increasing the salary cap from \$58,530 to \$61,268. This position has taken on expanded responsibilities to maintain compliance with IDEM on storm sewer related issues.

I will present this ordinance to the Common Council at the appropriate committee and council meetings scheduled for June 22nd, 2026. If you have any further questions or need additional information, please let me know.

Thank you for your consideration.

Sincerely,

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

Kyle Willis
City Controller

Jun 3, 2026

BILL NO. 35-26
ORDINANCE NO. _____

Bianca Tirado
City Clerk, South Bend, IN

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AMENDING ORDINANCE NO. 11233-25, WHICH FIXES MAXIMUM SALARIES AND WAGES OF APPOINTED OFFICERS AND NON-BARGAINING EMPLOYEES OF EXECUTIVE DEPARTMENTS OF THE CITY OF SOUTH BEND FOR CALENDAR YEAR 2026, TO INCREASE SALARIES OF CERTAIN POSITIONS WITHIN THE HUMAN RIGHTS COMMISSION, VENUES PARKS & ARTS, AND PUBLIC WORKS DEPARTMENTS

STATEMENT OF PURPOSE AND INTENT

On October 13, 2025, the South Bend Common Council passed Ordinance No. 11233-25, which fixed maximum salaries and wages of appointed officers and non-bargaining employees of the executive departments of the City of South Bend for the calendar year 2026.

Since the enactment of Ordinance No. 11233-25, the City's executive has determined that it is appropriate and necessary to amend the list of non-bargaining City positions and their maximum salaries approved under Ordinance No. 11233-25.

Specifically, this ordinance increases salaries for leadership positions within the Human Rights Commission, certain manager positions within Venues Parks & Arts, and the MS4 Specialist position within Public Works as reflected in the amended list attached to this ordinance as Exhibit A.

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

SECTION I. Ordinance No. 11233-25 is hereby amended to include the non-bargaining 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. 11233-25 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.

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the ____ day of _____, 2026, at _____ o'clock __.m.

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

Approved and signed by me on the ____ day of _____, 2026, at ____ o'clock ____m.

James Mueller, Mayor
City of South Bend, Indiana

City of South Bend, Indiana
2026 Nonbargaining Salary Ordinance Update
Maximum Salaries

New Position	Title Change	Eliminate Title
Non-Standard Raise	Adding Omitted Position	Correcting Salary

Job Title	Status	2025 Salary Cap	2026 Salary Cap	% Increase
311 Customer Service Liaison I	Full Time	52,264	53,832	3.00%
311 Customer Service Liason II	Full Time	54,000	55,620	3.00%
Accounting Clerk IV	Full Time	39,733	40,925	3.00%
Administrative Assistant I	Full Time	47,366	48,787	3.00%
Administrative Assistant II	Full Time	48,765	50,228	3.00%
Animal Welfare Assistant	Full Time	45,000	48,549	7.89%
Animal Welfare Officer	Full Time	48,000	51,260	6.79%
Applications Developer I	Full Time	75,166	77,421	3.00%
Applications Developer II	Full Time	81,400	83,842	3.00%
Assistant City Attorney	Full Time	102,309	105,378	3.00%
Assistant City Engineer	Full Time	100,906	103,933	3.00%
Assistant Director - Data & Performance	Full Time	82,055	84,517	3.00%
Assistant Director of Communication Center	Full Time	64,521	66,457	3.00%
Assistant Director of Distribution	Full Time	61,293	63,132	3.00%
Assistant Director of Growth & Opportunity	Full Time	84,369	86,900	3.00%
Assistant Director of Neighborhoods	Full Time	95,400	98,262	3.00%
Assistant Director of Planning	Full Time	84,369	86,900	3.00%
Assistant Director of SCADA Information Systems	Full Time	78,987	81,357	3.00%
Assistant Director of Ticket Sales & Strategy	Full Time	55,167	56,822	3.00%
Assistant Manager - Customer Service	Full Time	55,437	57,100	3.00%
Billing Operations Specialist	Full Time	65,846	67,821	3.00%
Budget Analyst - Senior	Full Time	74,420	76,653	3.00%
Building and Code Inspector	Full Time	59,463	61,247	3.00%
Building Commissioner	Full Time	93,304	96,103	3.00%
Building Inspector	Full Time	56,879	58,585	3.00%
Business & Resource Specialist	Full Time	72,802	74,986	3.00%
Business Analyst	Full Time	63,798	65,712	3.00%
Business Development Specialist	Full Time	65,535	67,501	3.00%
Case Manager	Full Time	55,893	57,570	3.00%
Chemist	Full Time	61,936	63,794	3.00%
Chemist Lead	Full Time	65,882	67,858	3.00%

Chief Building Inspector	Full Time	69,582	71,669	3.00%
Chief Code Inspector	Full Time	69,582	71,669	3.00%
Chief Community Officer	Full Time	110,622	113,941	3.00%
Chief Development & Marketing Officer	Full Time	113,308	116,707	3.00%
Chief Digital Officer	Full Time	111,136	114,470	3.00%
Chief Experience Officer	Full Time	110,622	113,941	3.00%
Chief Innovation Officer	Full Time	129,680	133,570	3.00%
Chief Neighborhoods Officer	Full Time	107,448	110,671	3.00%
Chief of Park Operations	Full Time	110,622	113,941	3.00%
Chief of Staff to the Mayor	Full Time	110,656	113,976	3.00%
Chief of Venues & Promotions	Full Time	110,622	113,941	3.00%
Chief Planner	Full Time	106,924	110,132	3.00%
Chief Technology Officer	Full Time	121,947	125,605	3.00%
City Attorney	Full Time	117,178	120,693	3.00%
City Clerk Secretary	Full Time	39,834	41,029	3.00%
City Controller	Full Time	139,687	143,878	3.00%
City Engineer	Full Time	129,051	132,923	3.00%
City Hall Executive Administrator (IT)	Full Time		61,000	100.00%
Club Pro Municipal Golf Course	Full Time	59,855	61,651	3.00%
Code Inspector	Full Time	50,000	51,500	3.00%
Code Inspector - Senior	Full Time	52,988	54,578	3.00%
Commercial Combination Inspector	Full Time	59,720	61,512	3.00%
Communication Specialist I	Full Time	43,229	44,526	3.00%
Communication Specialist II	Full Time	53,553	55,160	3.00%
Communication Specialist III	Full Time	55,491	57,156	3.00%
Contract Compliance Administrator	Full Time	66,831	68,836	3.00%
Coordinator on Homelessness - DCI	Full Time	82,400	84,872	3.00%
Corporation Counsel	Full Time	145,671	150,041	3.00%
Court Liaison	Full Time	41,614	42,862	3.00%
Crime Analyst	Full Time	45,587	46,955	3.00%
Crime Resource Specialist	Full Time	56,002	57,682	3.00%
Custodian	Full Time	34,967	36,016	3.00%
Data Entry /Alarms Coordinator	Full Time	37,917	39,055	3.00%
Data Entry Specialist	Full Time	44,110	45,433	3.00%
Data Entry Specialist II	Full Time	37,199	38,315	3.00%
Deputy Building Commissioner	Full Time	76,830	79,135	3.00%
Deputy Chief of Staff to the Mayor	Full Time	85,841	88,416	3.00%
Deputy City Controller	Full Time	117,178	120,693	3.00%
Deputy Director of Community Investment	Full Time	117,178	120,693	3.00%
Deputy Director of Human Resources	Full Time	100,170	103,175	3.00%

<i>Deputy Director of Human Rights</i>	<i>Full Time</i>		<i>100,235</i>	
<i>Deputy Director of Public Works</i>	<i>Full Time</i>	<i>117,178</i>	<i>120,693</i>	<i>3.00%</i>
<i>Deputy Director of Venues, Parks & Arts</i>	<i>Full Time</i>	<i>117,178</i>	<i>120,693</i>	<i>3.00%</i>
<i>Digital (Forensic) Lab Technician</i>	<i>Full Time</i>	<i>64,284</i>	<i>66,213</i>	<i>3.00%</i>
<i>Digital Communications & Multimedia Training Coordinator</i>	<i>Full Time</i>	<i>69,010</i>	<i>71,080</i>	<i>3.00%</i>
<i>Director - Animal Resource Center</i>	<i>Full Time</i>	<i>70,016</i>	<i>80,000</i>	<i>14.26%</i>
<i>Director - Digital Services</i>	<i>Full Time</i>	<i>93,212</i>	<i>96,008</i>	<i>3.00%</i>
<i>Director - Environmental Compliance</i>	<i>Full Time</i>	<i>87,128</i>	<i>89,742</i>	<i>3.00%</i>
<i>Director - Wastewater Utility</i>	<i>Full Time</i>	<i>104,680</i>	<i>107,820</i>	<i>3.00%</i>
<i>Director - Water Operations</i>	<i>Full Time</i>	<i>87,128</i>	<i>89,742</i>	<i>3.00%</i>
<i>Director - Water Utility</i>	<i>Full Time</i>	<i>104,680</i>	<i>107,820</i>	<i>3.00%</i>
<i>Director of Applications</i>	<i>Full Time</i>	<i>97,338</i>	<i>100,258</i>	<i>3.00%</i>
<i>Director of Billing & Accounts</i>	<i>Full Time</i>	<i>87,128</i>	<i>89,742</i>	<i>3.00%</i>
<i>Director of Booking & Event Services</i>	<i>Full Time</i>	<i>70,120</i>	<i>72,224</i>	<i>3.00%</i>
<i>Director of Central Services</i>	<i>Full Time</i>	<i>103,263</i>	<i>115,551</i>	<i>11.90%</i>
<i>Director of City Finance</i>	<i>Full Time</i>	<i>102,907</i>	<i>115,000</i>	<i>11.75%</i>
<i>Director of Civic Innovation</i>	<i>Full Time</i>	<i>93,028</i>	<i>95,819</i>	<i>3.00%</i>
<i>Director of Civilian Services</i>	<i>Full Time</i>	<i>71,530</i>	<i>73,676</i>	<i>3.00%</i>
<i>Director of Communication Center</i>	<i>Full Time</i>	<i>76,539</i>	<i>78,835</i>	<i>3.00%</i>
<i>Director of Communications</i>	<i>Full Time</i>	<i>76,794</i>	<i>79,098</i>	<i>3.00%</i>
<i>Director of Communications & Radio</i>	<i>Full Time</i>	<i>72,100</i>	<i>74,263</i>	<i>3.00%</i>
<i>Director of Community Outreach</i>	<i>Full Time</i>	<i>75,288</i>	<i>77,547</i>	<i>3.00%</i>
<i>Director of Community Police Review Office</i>	<i>Full Time</i>	<i>72,802</i>	<i>74,986</i>	<i>3.00%</i>
<i>Director of Community Programming</i>	<i>Full Time</i>	<i>84,004</i>	<i>86,524</i>	<i>3.00%</i>
<i>Director of Customer Service & Success</i>	<i>Full Time</i>	<i>93,028</i>	<i>95,819</i>	<i>3.00%</i>
<i>Director of Data & Performance</i>	<i>Full Time</i>	<i>93,028</i>	<i>95,819</i>	<i>3.00%</i>
<i>Director of Department Finance</i>	<i>Full Time</i>	<i>86,600</i>	<i>89,198</i>	<i>3.00%</i>
<i>Director of Development - Venues, Parks & Arts</i>	<i>Full Time</i>	<i>65,569</i>	<i>67,536</i>	<i>3.00%</i>
<i>Director of Development & Special Events</i>	<i>Full Time</i>	<i>74,481</i>	<i>76,715</i>	<i>3.00%</i>
<i>Director of Distribution</i>	<i>Full Time</i>	<i>90,647</i>	<i>93,366</i>	<i>3.00%</i>
<i>Director of Engagement & Economic Empowerment</i>	<i>Full Time</i>	<i>92,417</i>	<i>95,190</i>	<i>3.00%</i>
<i>Director of Engineering Services</i>	<i>Full Time</i>	<i>100,906</i>	<i>108,978</i>	<i>8.00%</i>
<i>Director of Enterprise Services & Software</i>	<i>Full Time</i>	<i>97,338</i>	<i>100,258</i>	<i>3.00%</i>
<i>Director of Equipment Services</i>	<i>Full Time</i>	<i>87,550</i>	<i>90,177</i>	<i>3.00%</i>
<i>Director of Facilities Management</i>	<i>Full Time</i>	<i>77,175</i>	<i>84,070</i>	<i>8.93%</i>
<i>Director of Golf Operations</i>	<i>Full Time</i>	<i>84,003</i>	<i>86,523</i>	<i>3.00%</i>
<i>Director of Growth & Opportunity</i>	<i>Full Time</i>	<i>92,417</i>	<i>95,190</i>	<i>3.00%</i>
<i>Director of Human Resources</i>	<i>Full Time</i>	<i>105,303</i>	<i>108,462</i>	<i>3.00%</i>
<i>Director of Infrastructure</i>	<i>Full Time</i>	<i>93,028</i>	<i>95,819</i>	<i>3.00%</i>
<i>Director of Intellegence</i>	<i>Full Time</i>	<i>75,000</i>	<i>77,250</i>	<i>3.00%</i>

Director of Legal Administration	Full Time	72,100	74,263	3.00%
Director of Marketing - Public Works	Full Time	79,032	81,403	3.00%
Director of Neighborhood Health & Housing	Full Time	92,417	95,190	3.00%
Director of Neighborhood Services & Enforcement	Full Time	92,043	94,804	3.00%
Director of Office of Sustainability	Full Time	95,818	98,693	3.00%
Director of Operations - Golf	Full Time	84,003	86,523	3.00%
Director of Operations - Venues	Full Time	105,192	108,348	3.00%
Director of Operations - Wastewater	Full Time	90,647	93,366	3.00%
Director of Project Management	Full Time	97,596	100,524	3.00%
Director of Public Works	Full Time	139,687	143,878	3.00%
Director of Purchasing	Full Time	95,481	98,345	3.00%
Director of Purchasing & Logistics (Police Dept)	Full Time	80,210	82,616	3.00%
Director of Redevelopment Engineering	Full Time	115,925	119,403	3.00%
Director of SCADA Information Systems	Full Time	94,627	97,466	3.00%
Director of Solid Waste	Full Time	83,810	90,515	8.00%
Director of Streets & Sewers	Full Time	99,106	102,079	3.00%
Director of Ticket Sales & Strategy	Full Time	73,336	75,536	3.00%
Director of Treasury	Full Time	102,907	105,994	3.00%
Director of Wastewater Maintenance	Full Time	87,128	92,913	6.64%
Director of Water Quality & Laboratory	Full Time	87,128	89,742	3.00%
Director, Project Manager	Full Time	81,808	89,825	9.80%
Distribution Records Drafter	Full Time	68,959	71,028	3.00%
Distribution System Specialist	Full Time	80,256	82,664	3.00%
Diversity Compliance/Inclusion Officer	Full Time	100,786	103,810	3.00%
Economic Specialist	Full Time	64,927	66,875	3.00%
Electrical and Instrumentation Manager	Full Time	83,200	85,696	3.00%
Engagement Specialist	Full Time	65,535	67,501	3.00%
Equity Arts Coordinator	Full Time	63,654	65,564	3.00%
Evidence Technician	Full Time	48,653	50,113	3.00%
Executive Administrative Assistant	Full Time	51,000	52,530	3.00%
Executive Assistant	Full Time	63,872	65,788	3.00%
Executive Assistant and Director of Special Projects	Full Time	63,310	65,209	3.00%
Executive Director of Community Investment	Full Time	129,680	133,570	3.00%
Executive Director of Human Rights	Full Time	98,133	115,000	17.19%
Executive Director Venues, Parks & Arts	Full Time	137,099	141,212	3.00%
Federal Grant Administrator	Full Time	76,830	79,135	3.00%
Field Operations Supervisor	Full Time		65,000	100.00%
Financial Specialist I	Full Time	41,786	43,040	3.00%
Financial Specialist III	Full Time	50,991	52,521	3.00%
Financial Specialist IV	Full Time	56,466	58,160	3.00%

<i>Financial Specialist Senior</i>	<i>Full Time</i>	64,576	66,513	3.00%
<i>Financial Systems Specialist</i>	<i>Full Time</i>	70,703	72,824	3.00%
<i>Fingerprint/Photo Technician</i>	<i>Full Time</i>	44,181	45,506	3.00%
<i>Firearms IBIS/NIBIN Tech</i>	<i>Full Time</i>	52,595	54,173	3.00%
<i>Foreman IV</i>	<i>Full Time</i>	57,095	58,808	3.00%
<i>Foreman V</i>	<i>Full Time</i>	57,095	58,808	3.00%
<i>Forensic Lab Tech</i>	<i>Full Time</i>	70,127	72,231	3.00%
<i>Forensic Scientist / Firearm & Tool Mark Examiner</i>	<i>Full Time</i>	85,321	87,881	3.00%
<i>Forensic Scientist / Firearm & Tool Mark Examiner Trainee</i>	<i>Full Time</i>	70,127	72,231	3.00%
<i>General Manager - Venues</i>	<i>Full Time</i>	115,125	118,579	3.00%
<i>GIS Manager</i>	<i>Full Time</i>	73,749	75,961	3.00%
<i>GIS Specialist - Senior</i>	<i>Full Time</i>	63,777	65,690	3.00%
<i>Golf Hospitality Events Manager</i>	<i>Full Time</i>	70,000	72,100	3.00%
<i>Grants Administrator</i>	<i>Full Time</i>	72,073	74,235	3.00%
<i>Graphic Designer</i>	<i>Full Time</i>	57,095	58,808	3.00%
<i>Greenskeeper</i>	<i>Full Time</i>	54,175	55,800	3.00%
<i>GVI - Project Manager</i>	<i>Full Time</i>	68,959	71,028	3.00%
<i>Hearing Secretary</i>	<i>Full Time</i>	48,765	50,228	3.00%
<i>Historic Preservation Administrator</i>	<i>Full Time</i>	65,535	67,501	3.00%
<i>Historic Preservation Specialist</i>	<i>Full Time</i>	58,287	60,036	3.00%
<i>Horticulturist Tech</i>	<i>Full Time</i>	57,095	58,808	3.00%
<i>Housing Counselor</i>	<i>Full Time</i>	76,830	79,135	3.00%
<i>Human Resource Generalist - Senior</i>	<i>Full Time</i>	75,820	78,095	3.00%
<i>Human Resources Generalist</i>	<i>Full Time</i>	56,467	58,161	3.00%
<i>Human Resources Generalist/Benefits Coordinator</i>	<i>Full Time</i>	48,641	50,100	3.00%
<i>Human Resources Specialist III</i>	<i>Full Time</i>	52,998	54,588	3.00%
<i>HVAC Technician</i>	<i>Full Time</i>	57,095	58,808	3.00%
<i>Industrial Pretreatment Specialist I</i>	<i>Full Time</i>	62,867	64,753	3.00%
<i>Inventory Control Technician II</i>	<i>Full Time</i>	43,873	45,189	3.00%
<i>Investigator I / Intake Coordinator</i>	<i>Full Time</i>	60,415	62,227	3.00%
<i>Investigator II</i>	<i>Full Time</i>	63,815	65,729	3.00%
<i>Investigator III</i>	<i>Full Time</i>	65,000	66,950	3.00%
<i>Laboratory Technician</i>	<i>Full Time</i>	39,834	41,029	3.00%
<i>Latent Fingerprint Examiner</i>	<i>Full Time</i>	64,284	66,213	3.00%
<i>License Clerk</i>	<i>Full Time</i>	45,587	46,955	3.00%
<i>Licensing & Registration Administrator</i>	<i>Full Time</i>	61,444	63,287	3.00%
<i>Locator</i>	<i>Full Time</i>	50,307	51,816	3.00%
<i>Logistics Specialist</i>	<i>Full Time</i>	45,587	46,955	3.00%
<i>Maintenance Technician</i>	<i>Full Time</i>	58,439	60,192	3.00%
<i>Manager - Aquatics</i>	<i>Full Time</i>	62,723	64,605	3.00%

<i>Manager - Assistant Facility Operations</i>	<i>Full Time</i>	42,469	48,200	13.49%
<i>Manager - Athletics</i>	<i>Full Time</i>	62,723	64,605	3.00%
<i>Manager - Benefits</i>	<i>Full Time</i>	73,000	75,190	3.00%
<i>Manager - Billing & Customer Accounts</i>	<i>Full Time</i>	67,109	69,122	3.00%
<i>Manager - Business Development</i>	<i>Full Time</i>	79,000	81,370	3.00%
<i>Manager - Center</i>	<i>Full Time</i>	62,723	64,605	3.00%
<i>Manager - Credit & Collections</i>	<i>Full Time</i>	67,109	69,122	3.00%
<i>Manager - Cross Connection & Water Loss</i>	<i>Full Time</i>	76,234	78,521	3.00%
<i>Manager - CSO Operations</i>	<i>Full Time</i>	72,209	74,375	3.00%
<i>Manager - Customer Service</i>	<i>Full Time</i>	64,741	66,683	3.00%
<i>Manager - Customer Success</i>		67,821	69,856	3.00%
<i>Manager - Employee Safety</i>	<i>Full Time</i>	71,802	73,956	3.00%
<i>Manager - Employment (Human Rights)</i>	<i>Full Time</i>	72,100	74,263	3.00%
<i>Manager - Enterprise Software</i>	<i>Full Time</i>	70,703	72,824	3.00%
<i>Manager - Event Service Maintenance</i>	<i>Full Time</i>	43,260	49,000	13.27%
<i>Manager - Events</i>	<i>Full Time</i>	57,095	58,808	3.00%
<i>Manager - Facility Operations</i>	<i>Full Time</i>	60,093	61,896	3.00%
<i>Manager - Facility Operations (MPAC)</i>	<i>Full Time</i>	70,120	72,224	3.00%
<i>Manager - Housing (Human Rights)</i>	<i>Full Time</i>	72,100	90,000	24.83%
<i>Manager - Inclusion Project</i>	<i>Full Time</i>	68,983	71,052	3.00%
<i>Manager - Industrial Pretreatment</i>	<i>Full Time</i>	71,746	73,898	3.00%
<i>Manager - Infrastructure</i>	<i>Full Time</i>	78,987	81,357	3.00%
<i>Manager - Interactive Marketing</i>	<i>Full Time</i>	57,095	58,808	3.00%
<i>Manager - Maintenance</i>	<i>Full Time</i>	76,609	78,907	3.00%
<i>Manager - Maintenance (MPAC)</i>	<i>Full Time</i>	70,121	72,225	3.00%
<i>Manager - Marketing</i>	<i>Full Time</i>	66,496	68,491	3.00%
<i>Manager - Meter Service</i>	<i>Full Time</i>	76,608	78,906	3.00%
<i>Manager - Neighborhood Grants</i>	<i>Full Time</i>	76,830	79,135	3.00%
<i>Manager - Operations</i>		81,808	84,262	3.00%
<i>Manager - Operations - Distribution</i>	<i>Full Time</i>	77,967	80,306	3.00%
<i>Manager - Operations - Forester</i>	<i>Full Time</i>	73,374	75,575	3.00%
<i>Manager - Park Grounds Manager</i>	<i>Full Time</i>	73,374	75,575	3.00%
<i>Manager - Parks</i>	<i>Full Time</i>	77,112	79,425	3.00%
<i>Manager - Permits</i>	<i>Full Time</i>	57,767	59,500	3.00%
<i>Manager - Print Shop</i>	<i>Full Time</i>	56,160	57,845	3.00%
<i>Manager - Production</i>	<i>Full Time</i>	58,215	59,961	3.00%
<i>Manager - Property & Evidence</i>	<i>Full Time</i>	51,263	52,801	3.00%
<i>Manager - Property Development</i>	<i>Full Time</i>	76,830	79,135	3.00%
<i>Manager - Public Construction</i>	<i>Full Time</i>	82,400	84,872	3.00%
<i>Manager - Records Bureau</i>	<i>Full Time</i>	44,563	45,900	3.00%

Manager - Service Contracts & General Supplies	Full Time	72,100	74,263	3.00%
Manager - Service Line Repair	Full Time	76,608	78,906	3.00%
Manager - Services	Full Time	70,703	72,824	3.00%
Manager - Sewer Operations	Full Time	78,987	81,357	3.00%
Manager - Solid Waste Operations	Full Time	73,648	75,857	3.00%
Manager - Special Events	Full Time	66,496	68,491	3.00%
Manager - Special Events	Full Time	57,095	58,808	3.00%
Manager - Streets	Full Time	77,967	80,306	3.00%
Manager - Traffic & Lighting	Full Time	77,967	80,306	3.00%
Manager - Wastewater Purchasing & Inventory	Full Time	63,822	65,737	3.00%
Manager - Water Distribution Services & Records	Full Time	68,959	71,028	3.00%
Manager - Wireless Construction	Full Time	77,140	79,454	3.00%
Manager - Youth Employment	Full Time	62,723	64,605	3.00%
Manager 311 Customer Service	Full Time	67,806	69,840	3.00%
MS4 Specialist	Full Time	56,650	61,268	8.15%
Neighborhood Program Specialist	Full Time	65,564	67,531	3.00%
Neighborhood Program Specialist - Lead	Full Time	65,564	67,531	3.00%
Network Engineer	Full Time	74,098	76,321	3.00%
Non Bargaining Maximum Hourly Rate (excluding above)	Part Time	35	36.05	3.00%
Operations Specialist	Full Time	76,608	78,906	3.00%
Ordinance Violation Bureau Clerk	Full Time	53,754	55,367	3.00%
OVP Program Manager	Full Time	56,171	58,494	4.14%
Paralegal	Full Time	63,816	65,730	3.00%
Permitting & Licensing Compliance Specialist	Full Time	56,879	58,585	3.00%
Police Crime Intelligence Analyst I	Full Time	50,923	52,451	3.00%
Police Crime Intelligence Analyst II	Full Time	65,157	67,112	3.00%
Preventative Maintenance Coordinator	Full Time	49,247	50,724	3.00%
Preventative Maintenance Coordinator II	Full Time	51,358	52,899	3.00%
Principal Planner	Full Time	76,830	79,135	3.00%
Product Manager	Full Time	63,519	65,425	3.00%
Program Coordinator	Full Time	57,095	58,808	3.00%
Program Coordinator - Recreation	Full Time	47,042	48,453	3.00%
Program Coordinator - Recreation - MLK	Full Time	57,096	58,809	3.00%
Program Manager Transportation	Full Time	70,361	72,472	3.00%
Project Engineer	Full Time	79,382	81,763	3.00%
Project Inspector	Full Time	79,382	68,500	-13.71%
Project Manager	Full Time	63,519	65,425	3.00%
Project Manager - Part Time	Part Time	45,902	47,279	3.00%
Project Manager - Sustainability	Full Time	63,519	65,425	3.00%
Property Development Analyst	Full Time	65,535	67,501	3.00%

Property Inspector	Full Time	65,535	67,501	3.00%
Property/Evidence Custodian- Senior	Full Time	42,779	44,062	3.00%
Public Access Coordinator	Full Time	43,067	44,359	3.00%
Public Relations Specialist	Full Time	53,078	54,670	3.00%
Public Service Officer	Full Time	39,342	40,522	3.00%
Quality Assurance Distribution Technician	Full Time	49,828	51,323	3.00%
Radio Equipment Installation Technician	Full Time	51,565	53,112	3.00%
Radio Technician I	Full Time	56,672	58,372	3.00%
Radio Technician III	Full Time	67,103	69,116	3.00%
Records Specialist	Full Time	41,578	42,825	3.00%
Records Supervisor	Full Time	63,023	64,914	3.00%
Residential Combination Inspector	Full Time	56,879	58,585	3.00%
SCADA Instrument Specialist	Full Time	66,631	68,630	3.00%
SCADA Integration Analyst-Waste Water	Full Time	83,430	92,913	11.37%
Secretary III	Full Time	35,627	36,696	3.00%
Secretary IV	Full Time	37,815	38,949	3.00%
Secretary V	Full Time	39,834	41,029	3.00%
Security Guard	Full Time	43,245	44,542	3.00%
Senior Assistant City Attorney	Full Time	110,725	114,047	3.00%
Senior Billing Operations Specialist	Full Time	70,703	72,824	3.00%
Senior Director of Department Finance	Full Time		96,308	100.00%
Senior Engineer	Full Time	86,447	89,040	3.00%
Senior Financial Officer	Full Time	70,000	72,100	3.00%
Senior Inspector	Full Time	76,220	78,507	3.00%
Senior Planner	Full Time	70,806	72,930	3.00%
Senior Purchasing Agent	Full Time	65,000	66,950	3.00%
Senior Staff Accountant	Full Time	93,503	96,308	3.00%
Senior Staff Accountant	Full Time	93,503	96,308	3.00%
Shelter Operations Supervisor	Full Time	57,000	65,000	14.04%
Shift Lead	Full Time	50,752	52,275	3.00%
Site Acquisition Specialist	Full Time	78,309	80,658	3.00%
Software Specialist	Full Time	63,519	65,425	3.00%
Solution Designer	Full Time	63,798	65,712	3.00%
Specialist of Infrastructure	Full Time	65,195	67,151	3.00%
Specialist of Services	Full Time	65,195	67,151	3.00%
Staff Accountant	Full Time	68,959	71,028	3.00%
Stock Room & Safety Coordinator	Full Time	59,136	60,910	3.00%
Superintendent II	Full Time	59,375	61,156	3.00%
Superintendent III	Full Time	64,864	66,810	3.00%
Superintendent III - Central Services - Building Maintenance	Full Time		67,504	

Superintendent IV	Full Time	64,521	66,457	3.00%
Superintendent V	Full Time	67,282	69,300	3.00%
Supervisor - Accounts Payable	Full Time	59,841	61,636	3.00%
Supervisor - Communication I	Full Time	59,361	61,142	3.00%
Supervisor - Communication II	Full Time	61,296	63,135	3.00%
Supervisor - Crime Laboratory	Full Time	80,647	83,066	3.00%
Supervisor - Fitness/Wellness	Full Time	42,220	43,487	3.00%
Supervisor - Maintenance Mechanic	Full Time	70,040	72,141	3.00%
Supervisor - Operations	Full Time	70,121	72,225	3.00%
Supervisor - Payroll	Full Time	67,478	75,000	11.15%
Supervisor - Signal	Full Time	66,631	68,630	3.00%
Supervisor - Youth	Full Time	53,114	54,707	3.00%
System Specialist I	Full Time	54,841	56,486	3.00%
System Specialist II	Full Time	65,194	67,150	3.00%
System Specialist IV	Full Time	78,987	81,357	3.00%
Technology Equity Manager	Full Time	70,361	72,472	3.00%
Utility Safety Officer	Full Time	66,950	68,959	3.00%
Violence Prevention Coordinator II	Full Time	47,125	48,539	3.00%
Volunteer Coordinator	Full Time	57,095	58,808	3.00%
Water Asset Specialist	Full Time	58,137	59,881	3.00%
Water Quality Specialist	Full Time	68,481	70,535	3.00%
Web Manager	Full Time	68,359	70,410	3.00%
Workforce Development Coordinator	Full Time	74,228	76,455	3.00%
Zoning Administrator	Full Time	76,830	79,135	3.00%
Zoning Specialist	Full Time	65,535	67,501	3.00%

Part Time Positions

SBARC Veterinarian	Part Time	125,000	125,000	0.00%
City Engineer (hourly rate)	Part Time	47.38	48.80	3.00%
Non Bargaining Maximum Hourly Rate (excluding above)	Part Time	35.42	36.48	3.00%

City Minimum Wage for All Positions

City Minimum Wage	All Positions	12.88	13.27	3.00%
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36-26

South Bend City Hall
215 S. Dr. Martin Luther King Jr. Blvd.
Suite 500
South Bend, IN 46601

James Mueller, Mayor



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

Filed in Clerk's Office

Jun 3, 2026

Bianca Tirado
City Clerk, South Bend, IN

City of South Bend

Department of Community Investment

June 2, 2026

Council Member Canneth Lee
President
South Bend Common Council
South Bend City Hall, 3rd Floor
South Bend, Indiana 46601

Chairperson
Community Investment Committee
South Bend Common Council
South Bend City Hall, 3rd Floor
South Bend, Indiana 46601

RE: Bill No. 36-26: An Ordinance of the Common Council of the City of South Bend, Indiana, Authorizing Payments in lieu of Taxes for the renovation of Beacon Heights

Dear President Lee and Chairperson

Please find attached Bill No. 36-26 for first reading, which has been filed for the Common Council's consideration pursuant to Indiana Code 36-1-8-14.3(e).

Indiana Code 36-1-8-14.3 *et seq.* authorizes the City to enter into a payment in lieu of taxes (PILOT) agreement with a property owner of a qualifying affordable housing development. Such an agreement sets the amount and schedule of each payment, which the City must deposit into an affordable housing fund and is used to directly support the development, preservation, or accessibility of affordable housing within the community. Bill No. 36-26 provides the necessary authorization for a PILOT for Beacon Heights Apartments, a renovation of an existing affordable housing development located on Ardmore Trail, just west of Bendix Drive and to be owned by SAC Beacon Preservation LLC.

Beacon Heights is a planned redevelopment of an existing 170- unit affordable housing development by developer L+M Development Partners, a company specializing in renovating affordable housing developments. The project anticipates an award of low-income housing tax credits by the Indiana Housing and Community Development Authority. All 170 units for this



City of South Bend | *Community Investment*

project will be reserved for households earning at or below 60 percent of the area median income.

Bill No. 36-26 would also authorize and approve the form of the PILOT Agreement with Beacon Heights Preservation LLC, and would authorize its execution and delivery by the Mayor on behalf of the City. A form of Agreement is enclosed with this Bill for filing, and the final agreed-upon version will be submitted as a Substitute Bill prior to the date for public hearing.

The Council's adoption of Bill No. 36-26, the execution of the PILOT Agreement, and the continued support of the established affordable housing fund are actions necessary to ensure the success of the Beacon Heights development and address the need to preserve quality affordable housing in South Bend.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Molnar', written over a large, light-colored circular mark.

Joseph Molnar
Deputy Director of Community Investment

Jun 3, 2026

Bianca Tirado
City Clerk, South Bend, IN

BILL NO. 36-26

ORDINANCE NO. _____

**AN ORDINANCE OF THE COMMON COUNCIL OF THE
CITY OF SOUTH BEND, INDIANA, AUTHORIZING
PAYMENTS IN LIEU OF TAXES FOR BEACON
APARTMENTS PRESERVATION LLC**

STATEMENT OF PURPOSE AND INTENT

The City of South Bend, Indiana (the "City") is a duly organized municipal corporation and political subdivision under the laws of the State of Indiana, and the Common Council of the City is the legislative body of the City (the "Common Council").

Beacon Apartments Preservation LLC (the "Owner") has confirmed to the City that the Owner will develop, own, and operate an affordable rental apartment facility on the +/- 22.6 acre site located at 3429 Ardmore Trail, South Bend, Indiana and identified as Parcel Number 71-08-04-203-031.000-026 in the St. Joseph County Assessor's records which real estate is legally described on Exhibit A attached hereto (the "Property"), and known as Beacon Heights Apartments (the "Project").

The Project will be developed, renovated, and operated for the purpose of providing housing to income eligible persons under the federal low-income housing tax credit program in 26 U.S.C. § 42 and will be subject to an extended use agreement under 26 U.S.C. § 42 (the "Extended Use Agreement") as administered by the Indiana Housing and Community Development Authority ("IHCDA") for a period of at least thirty (30) years.

Pursuant to the Extended Use Agreement, the Project will be available for rent to residents whose incomes average 60% or less of the applicable area median income.

Additionally, pursuant to the Extended Use Agreement, the Project will be limited to charging rents as determined in accordance with the IHCDA Extended Use Agreement and, from-time to time, by the United States Department of Housing and Urban Development (the "Restricted Rents").

The Owner qualifies as a "property owner" under I.C. 36-1-8-14.3(d) and the Owner has agreed to make certain payments in lieu of taxes (each payment, a "PILOT", and collectively, the "PILOTS"), and the City and Owner desire to document that agreement in a written agreement (the "PILOT Agreement").

The City is authorized to enter into the PILOT Agreement pursuant to I.C. 36-1-8-14.3 *et seq.*, and pursuant to I.C. 36-1-8-14.3(e), subject to the approval of a property owner, the governing

body of a political subdivision may adopt an ordinance to require the property owner to pay PILOTs at times set forth in the ordinance with respect to property that is subject to an exemption under I.C. 6-1.1-10-16.7.

Pursuant to I.C. 6-1.1-10-16.7, for assessment dates after December 31, 2021, all or part of a property is exempt from property taxation if the owner of the property has entered into an agreement to make payments in lieu of taxes under I.C. 36-1-8-14.3.

The PILOTs must be calculated so that the PILOTs are in an amount that is: (1) agreed upon by the property owner and the governing body of the political subdivision; (2) a percentage of the property taxes that would have been levied by the governing body for the political subdivision upon the property if the property were not subject to an exemption from property taxation; and (3) not more than the amount of property taxes that would have been levied by the governing body for the political subdivision upon the property if the property were not subject to an exemption from property taxation.

The form of the PILOT Agreement is attached to this Ordinance as Exhibit B.

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

SECTION I. Recitals. The above recitals are incorporated herein by reference as though set forth fully herein below.

SECTION II. Approval of PILOTs. As more specifically provided in accordance with the form of PILOT Agreement, the Common Council hereby approves PILOTs for the Property in annual sums as follows:

Year 1	\$ 2,000	Year 16	\$ 81,150
Year 2	\$ 2,060	Year 17	\$ 83,585
Year 3	\$ 2,122	Year 18	\$ 86,093
Year 4	\$ 2,186	Year 19	\$ 88,676
Year 5	\$ 2,252	Year 20	\$ 91,336
Year 6	\$ 2,320	Year 21	\$ 94,076
Year 7	\$ 2,390	Year 22	\$ 96,898
Year 8	\$ 2,462	Year 23	\$ 99,805
Year 9	\$ 2,536	Year 24	\$ 102,799
Year 10	\$ 2,612	Year 25	\$ 105,883
Year 11	\$ 70,000	Year 26	\$ 109,059
Year 12	\$ 72,100	Year 27	\$ 112,331
Year 13	\$ 74,263	Year 28	\$ 115,701
Year 14	\$ 76,491	Year 29	\$ 119,172
Year 15	\$ 78,786	Year 30	\$ 122,747

SECTION III. Authorization and Approval of Form of PILOT Agreement. The Common Council hereby authorizes and approves the form of the PILOT Agreement and

authorizes its execution and delivery by the Mayor on behalf of the City substantially in the form attached hereto and incorporated herein by reference as Exhibit B, all for the purposes contemplated herein.

SECTION IV. Recording of Executed Ordinance. The City Clerk is directed to provide an executed copy of this Ordinance, as approved, and a copy of the executed PILOT Agreement to the Owner for the Owner to record with the St. Joseph County Recorder's Office and for the Owner to file the recorded Ordinance and PILOT Agreement with the City Clerk's Office, the St. Joseph County Assessor's Office, the St. Joseph County Auditor's Office, and the St. Joseph County Treasurer's Office.

SECTION V. Further Authorizations. The Common Council hereby requests, authorizes, and directs the Mayor, Common Council President, Controller and the City Clerk, and all official officers, members, employees, and agents of the City, and each of them, for and on behalf of the City, to negotiate, prepare, execute, and deliver any and all other instruments, letters, certificates, agreements, and documents as are determined to be necessary or appropriate to consummate the transactions contemplated by this Ordinance, and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements, and documents necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the City, the full performance and satisfaction of which by the City is hereby authorized and directed.

SECTION VI. Effectiveness. This Ordinance shall be in full force and effect from and after its adoption and the procedures required by law. This Ordinance remains in full force and effect until repealed or modified by the Common Council, subject to the approval of the Owner.

[Signature Page Follows]

Duly passed and adopted on this _____ day of _____, 2026 by the Common Council of the City of South Bend, Indiana.

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the _____ day of _____, 2026, at _____ o'clock __.m.

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

Approved and signed by me on the _____ day of _____, 2026, at ____ o'clock ____m.

James Mueller, Mayor
City of South Bend, Indiana

EXHIBIT A

Property

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE CITY OF SOUTH BEND, COUNTY OF ST JOSEPH, STATE OF INDIANA.

THAT PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 2 EAST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE NORTHEAST CORNER OF LOT 77, BRENTWOOD ESTATES, FIRST ADDITION, SECTION B; THENCE NORTH 89° 49' 39" WEST, 720.02 FEET TO AN IRON PIPE FOUND; THENCE NORTH 00° 08' 09" EAST 552.33 FEET TO AN IRON PIPE FOUND; THENCE SOUTH, 89° 45' 23" EAST 253.28 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 00° 03' 36" WEST 68.80 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 89° 47' 28" EAST 213.85 FEET TO AN IRON PIPE FOUND; THENCE NORTH 00° 17' 11" EAST 68.74 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 89° 47' 48" EAST 253.15 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 00° 07' 04" WEST 88.64 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 89° 59' 40" EAST 736.67 FEET TO A RE-BAR FOUND; THENCE CONTINUING NORTH 89° 59' 40" EAST 31.00 FEET; THENCE SOUTH 00° 24' 47" WEST 596.92 FEET TO A CONCRETE MONUMENT FOUND; THENCE CONTINUING SOUTH 00° 24' 47" WEST, 32.80 FEET TO THE CENTER LINE OF ARDMORE TRAIL (ALSO KNOWN AS CRUMSTOWN AVE.), 60.00 FEET RIGHT-OF-WAY; THENCE SOUTH 66° 33' 51" WEST, ALONG THE CENTER LINE OF SAID ARDMORE TRAIL, 835.40 FEET; THENCE NORTH 00° 11' 44" EAST, 498.85 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 2 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS THE INTERSECTION OF THE SOUTHERLY LINE OF LINCOLN WAY WEST AND THE WEST LINE OF A RIGHT-OF-WAY 19 FEET IN WIDTH AS DEDICATED IN THE RECORDED PLAT OF ALWARD'S ADDITION TO THE CITY OF SOUTH BEND; THENCE SOUTH ALONG THE WEST LINE OF SAID 19 FOOT RIGHT-OF-WAY A DISTANCE OF 633.09 FEET TO THE POINT OF BEGINNING, WHICH IS THE NORTHEAST CORNER OF BEACON HEIGHTS ADDITION; THENCE CONTINUING SOUTH ALONG THE WEST LINE OF SAID 19 FOOT RIGHT-OF-WAY, A DISTANCE OF 330 FEET; THENCE WEST ALONG A LINE AT RIGHT ANGLES TO THE LINE JUST DESCRIBED A DISTANCE OF 21 FEET; THENCE NORTH AND PARALLEL TO SAID RIGHT-OF-WAY TO THE NORTH LINE OF SAID BEACON HEIGHTS; THENCE EAST ALONG THE NORTH LINE OF SAID BEACON HEIGHTS, 21 FEET TO THE POINT OF BEGINNING.

NOTE: BEING PARCEL NO. 018-2193-7236, OF THE CITY OF SOUTH BEND, COUNTY OF ST JOSEPH.

EXHIBIT B

Form of PILOT Agreement

(See Attached)

PILOT AGREEMENT

THIS PILOT AGREEMENT (this “PILOT Agreement”) is entered into to be effective as of this ___ day of _____, 2026, (the “Effective Date”), by and among the CITY OF SOUTH BEND, INDIANA, a municipal corporation and political subdivision of the State of Indiana (the “City”), and Beacon Apartments Preservation LLC (the “Owner,” with each of the City and the Owner sometimes being individually referred to as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, the City is a duly organized municipal corporation and political subdivision under the laws of the State of Indiana, and the Common Council of the City is the legislative body of the City (the “Common Council”);

WHEREAS, the managing member of the Owner is SAC Beacon Preservation LLC;

WHEREAS, the Owner has confirmed to the City that the Owner will develop, own, and operate an affordable rental apartment facility on the +/- 22.6 acre site located at 3429 Ardmore Trail, South Bend, Indiana and identified as Parcel Number 71-08-04-203-031.000-026 in the St. Joseph County Assessor’s records which real estate is legally described on **Exhibit A** attached to and made a part of this PILOT Agreement (the “Property”), and known as Beacon Heights Apartments (the “Project”);

WHEREAS, the Project will provide affordable housing to low-income residents whose incomes average 60% or less of the applicable area median income;

WHEREAS, the Project will be financed utilizing federal low-income housing tax credits under the federal low-income housing tax credit program described in 26 U.S.C. § 42;

WHEREAS, the Project will be subject to an extended use agreement which is described in 26 U.S.C. § 42 (the “Extended Use Agreement”) as administered by the Indiana Housing and Community Development Authority (the “IHCDA”) for a period of at least thirty (30) years;

WHEREAS, pursuant to 26 U.S.C. § 42 and the Extended Use Agreement, the Project will be available for rent to residents whose incomes average 60% or less of the applicable area median income (the “Restricted Residents”);

WHEREAS, pursuant to 26 U.S.C. § 42 and the Extended Use Agreement, the Project will be limited to charging rents as determined, from time-to-time by the United States Department of Housing and Urban Development (the “Restricted Rents”);

WHEREAS, since the Project will constitute property described in 26 U.S.C. § 42, the Project will be subject to the Extended Use Agreement, and the Parties have entered into this PILOT Agreement, the Owner qualifies as a “property owner” under Indiana Code § 36-1-8-14.3(d);

WHEREAS, the Owner has agreed to make certain payments-in-lieu-of-taxes as set forth in this PILOT Agreement;

WHEREAS, the City is authorized to enter into this PILOT Agreement pursuant to Indiana Code § 36-1-8-14.3 *et seq.*; and

WHEREAS, in order to provide for the successful development, financing and operation of the Project, the Owner and the City are entering into this PILOT Agreement, which the City represents has been ratified by the Common Council.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

Section 1. Owner Compliance.

Section 1.1 (a) Owner acknowledges that in order to qualify for property tax exemption for the Property under Indiana Code § 6-1.1-10-16.7, the Project must be in compliance with the requirements of § 6-1.1-10-16.7.

(b) Owner further acknowledges that:

(i) the mere execution of this PILOT Agreement does not confer any property tax exemption on the Property under Indiana Code § 6-1.1-10-16.7;

(ii) in order to obtain any such property tax exemption or partial exemption under Indiana Code § 6-1.1-10-16.7, the Owner must timely file its property tax exemption application, including renewal applications, if any are required, with the St. Joseph County Assessor requesting an exemption pursuant to Indiana Code § 6-1.1-10-16.7 from Owner’s obligation to pay all or any portion of its real and personal property taxes on the Property; and

(iii) the Owner must meet its burden of proof under Indiana law pursuant to the normal application and determination process applicable to Indiana Code § 6-1.1-10-16.7 to qualify for and receive such exemption.

Section 2. Payment In Lieu of Taxes.

Section 2.1.

(a) The Owner has agreed to make payments in lieu of taxes as described herein in consideration of the cooperation and support of the City for successful development, financing and operation of the Project, which includes, but is not limited to, the public promotion and support for the Project. The annual amount payable by the Owner to the City hereunder (the “Annual in Lieu of Amount”) shall be in the annual sums as follows:

Year 1	\$ 2,000	Year 16	\$ 81,150
Year 2	\$ 2,060	Year 17	\$ 83,585
Year 3	\$ 2,122	Year 18	\$ 86,093
Year 4	\$ 2,186	Year 19	\$ 88,676
Year 5	\$ 2,252	Year 20	\$ 91,336
Year 6	\$ 2,320	Year 21	\$ 94,076
Year 7	\$ 2,390	Year 22	\$ 96,898
Year 8	\$ 2,462	Year 23	\$ 99,805
Year 9	\$ 2,536	Year 24	\$ 102,799
Year 10	\$ 2,612	Year 25	\$ 105,883
Year 11	\$ 70,000	Year 26	\$ 109,059
Year 12	\$ 72,100	Year 27	\$ 112,331
Year 13	\$ 74,263	Year 28	\$ 115,701
Year 14	\$ 76,491	Year 29	\$ 119,172
Year 15	\$ 78,786	Year 30	\$ 122,747

(b) The Annual in Lieu of Amount has been negotiated between the City and the Owner in accordance with Indiana Code § 36-1-8-14.3(f), and by specifically taking into account the applicable provisions of Indiana Code § 6-1.1-4-40, Indiana Code § 6-1.1-4-41, and Indiana Code § 6-1.1-10-16.

(c) The Owner will pay all property taxes due on the Property until such time as the Owner complies with the requirements to secure the property tax exemption for the Property described in Section 1.1(b).

Section 2.2. The Annual in Lieu Amount payable by Owner with respect to the Property shall be imposed as property taxes and payable in two equal installments due and payable on or before May 10 and November 10 of each successive calendar year, with the initial installment of the payment becoming due and payable on May 10 of the year following the Project’s final

building receiving its Certificate of Occupancy (the “C of O”) from the City (each payment, a “PILOT”, and collectively, the “PILOTS”). Upon receipt by the Owner of an Annual In Lieu Amount bill from the Controller of the City, the Owner shall remit its semi-annual PILOT to the City at the Office of the Controller on or before each installment due date. Subject to Section 2.4, the aggregate annual amount of each year’s semi-annual PILOT shall not exceed the Annual in Lieu of Amount.

Section 2.3. The obligation of the Owner to pay the Annual In Lieu of Amounts shall be subordinate to the obligations of the Owner with respect to the Owner’s obligation to make debt service payments on any financing which may now or in the future be secured by a mortgage on the Property. The City agrees to execute whatever documents any lender to the Owner now or in the future may require which are commercially reasonable in order to confirm the foregoing subordination.

Section 2.4. The City shall have the right to enforce the payment of all PILOTS when due, including all penalties, costs, and expenses imposed under Indiana Code § 6-1.1-22-1, *et. seq.*, and Indiana Code § 6-1.1-37-1, *et seq.* or any statute which amends or replaces them for delinquent PILOTS, in the same manner as the City enforces the obligations of non-exempt taxpayers.

Section 3 Term.

Section 3.1. Except as otherwise provided in Section 4, the PILOT Agreement and applicable PILOTS required hereunder shall continue for a period of thirty (30) years beginning with the initial year that a PILOT is made by the Owner to the City (the “Initial Term”). The Initial Term may be extended by a mutual, written agreement of the Parties.

Section 4. Termination.

Section 4.1. City or Owner may terminate this PILOT Agreement at any time upon a material breach of this PILOT Agreement or failure to perform any term of this PILOT Agreement by the other, unless such material breach or failure is cured within thirty (30) days after written notice is given to the party in material breach; provided, however, that if any such claimed material breach or failure is of a nature that it cannot be cured within thirty (30) days, a non-breaching party shall not have the right to terminate this PILOT Agreement as long as the party in material breach is diligently pursuing appropriate action to cure the material breach or failure within a total of forty-five (45) days if such action was commenced within thirty (30) days after the giving of notice of the material breach or failure.

Section 4.2. Neither City nor Owner shall have any further obligations hereunder except for those obligations accruing prior to the date of termination and those post-termination obligations enumerated in this PILOT Agreement.

Section 5. General Provisions.

Section 5.1. Conditions Precedent to Agreement. Notwithstanding any other provision herein, this Agreement shall be conditioned upon:

(a) the Owner having legal title to the Property; and

(b) the Owner executing and recording the Extended Use Agreement providing for a total term of the low-income housing affordability restrictions of at least thirty (30) years.

Section 5.2. Captions; Incorporation and Exhibit. The captions and headings of various Sections and Exhibits referenced herein are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof. Notwithstanding the foregoing, each of the Recitals and the Exhibits referenced herein are incorporated and expressly made a part hereof.

Section 5.3. Entire Agreement. This PILOT Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and all prior discussions, negotiations, and document drafts are merged herein.

Section 5.4. Notices. Any notice, demand, request, or other communication which any Party hereto may be required or may desire to give hereunder shall be in writing, addressed as follows and shall be deemed to have been properly given if hand delivered (effective upon delivery), if sent by reputable overnight courier, charges prepaid (effective the business day following delivery to such courier):

If to Owner: Beacon Apartments Preservation LLC
1865 Palmer Ave. FI 2ND
Larchmont, NY 10538
Attention: Jeffrey Moelis, Managing Director
Telephone: (212) 233-0495 x109
Email: jmoelis@lmpd.com

With a copy to: Matthew Carr
FBT Gibbons LLP
111 Monument Circle, Suite 4500
Indianapolis, IN 46204

If to City: City of South Bend, Indiana
South Bend City Hall
215 S. Dr. Martin Luther King Jr. Blvd., Suite 500
South Bend, Indiana 46601
Attn: Executive Director, South Bend Department of Community Investment

With a copy to: South Bend Legal Department
215 S. Dr. Martin Luther King Jr. Blvd., Suite 600
South Bend, Indiana 46601

Attn: Corporation Counsel
Email: legaldept@southbendin.gov

or at such other address as the Party to be served with notice may have furnished in writing to the Party seeking or desiring to serve notice as a place for the service of notice. Notices given in any other manner shall be deemed effective only upon receipt.

Section 5.5. Modification, Amendment, or Waiver. No modification, waiver, amendment, discharge, or change of this PILOT Agreement shall be valid unless the same is in writing and signed by all Parties.

Section 5.6. Governing Law. This PILOT Agreement shall be governed by and construed under the laws of the State of Indiana. Suit, if any, shall be brought in St. Joseph County, Indiana.

Section 5.7. Execution in Counterparts. This PILOT Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5.8. Severability. If any provision of this PILOT Agreement is determined by a court having jurisdiction to be illegal, invalid, or unenforceable under any present or future law, the remainder of this PILOT Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid, and enforceable.

Section 5.9. No Joint Venture. Nothing contained in this PILOT Agreement will be construed to constitute Owner as a joint venturer with City or to constitute a partnership between Owner and City.

Section 5.10. Construction. The Parties acknowledge that each Party and each Party's counsel have reviewed and revised this PILOT Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this PILOT Agreement or any amendments or schedules hereto.

Section 5.11. Authorization. The persons executing and delivering this PILOT Agreement on behalf of the Parties hereto represent and warrant to the other Party that such person is duly authorized to act for and on behalf of said Party and execute and deliver this PILOT Agreement in such capacity as is indicated below.

Section 5.12. Assignment/Successor. This PILOT Agreement shall be binding upon the City and Owner, and all successors, grantees, or assignees of Owner with respect to the Property (or any portion thereof) which would otherwise be entitled to claim an exemption for real and personal property taxes imposed on the Property.

Section 5.13. Recording. The Owner will cause, at Owner's expense, this PILOT Agreement, the Ordinance of the Common Council approving this PILOT Agreement (the "Ordinance") and any other instruments of further assurance to be promptly recorded, filed, and registered as provided in the Ordinance, and at all times to be recorded, filed, and registered, in such manner and in such places as may be required by law to preserve and protect fully the rights of the City hereunder as to all of the mortgaged property. In the event the owner does not record and file the PILOT Agreement and the Ordinance, as provided in the Ordinance, within thirty (30) days of the later of (i) adoption of the Ordinance by the Common Council and (ii) execution of this PILOT Agreement by all parties thereto, the City will cause, at Owner's expense, this PILOT Agreement and the Ordinance to be recorded and filed as provided in the Ordinance, the expense of which will be reimbursed by the Owner to the City.

Section 5.14 Incorporation of Recitals. The recitals contained in this PILOT Agreement are incorporated into the operative provisions of this PILOT Agreement as if separately restated and are true and correct.

* * * * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Parties have caused the execution of this PILOT Agreement by their duly authorized representatives as of the day, month, and year first above written, but to be effective as of the Effective Date.

CITY OF SOUTH BEND, INDIANA

James Mueller, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

Before me, a Notary Public, in and for said County and State, personally appeared James Mueller, in his capacity as the Mayor, acting for and behalf of the City of South Bend, Indiana, and who, having been duly sworn, stated that any and all representations and warranties contained therein are true and correct in all material respects.

Witness my hand and Notarial Seal this ___ day of _____, 202__.

Notary Public

Printed Name

My Commission Expires:

My County of Residence:

[EXECUTIONS CONTINUED ON FOLLOWING PAGE]

OWNER:

Beacon Apartments Preservation LLC

By: SAC Beacon Preservation LLC, its
Managing Member

By: _____
Jeffrey Moelis, Authorized Signatory

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared _____ in his capacity as the _____, who acknowledged the execution of the foregoing instrument as such _____ acting for and on behalf of said _____ and who, having been duly sworn, stated that any and all representations and warranties contained therein are true and correct in all material respects.

Witness my hand and Notarial Seal this ___ day of _____, 202__.

Notary Public

Printed Name

My Commission Expires:

My County of Residence:

Prepared by and return after recording to: Jenna K. Throw, City Attorney, City of South Bend,
215 S. Dr. Martin Luther King Jr. Blvd., Suite 600, South Bend, IN 46601

I affirm under penalties for perjury, that I have taken reasonable care to redact each Social Security
Number in this document, unless required by law. Jenna K. Throw

EXHIBIT A

The Land referred to herein below is situated in the County of St. Joseph, State of Indiana, and is described as follows:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE CITY OF SOUTH BEND, COUNTY OF ST JOSEPH, STATE OF INDIANA.

THAT PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 2 EAST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE NORTHEAST CORNER OF LOT 77, BRENTWOOD ESTATES, FIRST ADDITION, SECTION B; THENCE NORTH 89° 49' 39" WEST, 720.02 FEET TO AN IRON PIPE FOUND; THENCE NORTH 00° 08' 09" EAST 552.33 FEET TO AN IRON PIPE FOUND; THENCE SOUTH, 89° 45' 23" EAST 253.28 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 00° 03' 36" WEST 68.80 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 89° 47' 28" EAST 213.85 FEET TO AN IRON PIPE FOUND; THENCE NORTH 00° 17' 11" EAST 68.74 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 89° 47' 48" EAST 253.15 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 00° 07' 04" WEST 88.64 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 89° 59' 40" EAST 736.67 FEET TO A RE-BAR FOUND; THENCE CONTINUING NORTH 89° 59' 40" EAST 31.00 FEET; THENCE SOUTH 00° 24' 47" WEST 596.92 FEET TO A CONCRETE MONUMENT FOUND; THENCE CONTINUING SOUTH 00° 24' 47" WEST, 32.80 FEET TO THE CENTER LINE OF ARDMORE TRAIL (ALSO KNOWN AS CRUMSTOWN AVE.), 60.00 FEET RIGHT-OF-WAY; THENCE SOUTH 66° 33' 51" WEST, ALONG THE CENTER LINE OF SAID ARDMORE TRAIL, 835.40 FEET; THENCE NORTH 00° 11' 44" EAST, 498.85 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 2 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS THE INTERSECTION OF THE SOUTHERLY LINE OF LINCOLN WAY WEST AND THE WEST LINE OF A RIGHT-OF-WAY 19 FEET IN WIDTH AS DEDICATED IN THE RECORDED PLAT OF ALWARD'S ADDITION TO THE CITY OF SOUTH BEND; THENCE SOUTH ALONG THE WEST LINE OF SAID 19 FOOT RIGHT-OF-WAY A DISTANCE OF 633.09 FEET TO THE POINT OF BEGINNING, WHICH IS THE NORTHEAST CORNER OF BEACON HEIGHTS ADDITION; THENCE CONTINUING SOUTH ALONG THE WEST LINE OF SAID 19 FOOT RIGHT-OF-WAY, A DISTANCE OF 330 FEET; THENCE WEST ALONG A LINE AT RIGHT ANGLES TO THE LINE JUST DESCRIBED A DISTANCE OF 21 FEET; THENCE NORTH AND PARALLEL TO SAID RIGHT-OF-WAY TO THE NORTH LINE OF SAID BEACON HEIGHTS; THENCE EAST ALONG THE NORTH LINE OF SAID BEACON HEIGHTS, 21 FEET TO THE POINT OF BEGINNING.

NOTE: BEING PARCEL NO. 018-2193-7236, OF THE CITY OF SOUTH BEND, COUNTY OF ST JOSEPH.

Substitute 37-26



CITY OF SOUTH BEND

DEPARTMENT OF COMMUNITY INVESTMENT

Filed in Clerk's Office

June 2, 2026

Jun 3, 2026

Bianca Tirado
City Clerk, South Bend, IN

Councilmember Canneth Lee
President
South Bend Common Council
South Bend City Hall, 3rd Floor
South Bend, IN 46601

Chairperson
Community Investment Committee
South Bend Common Council
South Bend City Hall, 3rd Floor
South Bend, IN 46601

RE: Bill No. 37-26: An Ordinance of the Common Council of the City of South Bend, Indiana, Authorizing the City of South Bend, Indiana to Fund Its Taxable Economic Development Revenue Note, Series 2026 (Beacon Heights Project) and Approving and Authorizing Other Actions in Respect Thereto

Dear President Lee and Chairperson

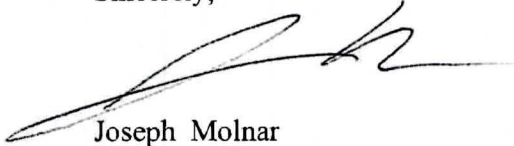
Please find the attached bill, which is an ordinance authorizing a \$1.25 million forgivable economic development loan to support the renovation of the 170-unit Beacon Heights apartment development.

This project is anticipated to be awarded Low Income Housing Tax Credits from the Indiana Housing and Community Development Authority. The project will consist of a renovation of all existing units in the Beacon Heights development and these units will be reserved for households earning at or below 60 percent of the area median income. The existing plan is for a renovation in place with no displacement of existing residents.

The forgivable loan would be funded utilizing Tax Increment Financing funds controlled by the South Bend Redevelopment Commission, but requires approval of Common Council, Redevelopment Commission, and Economic Development Commission in order to be issued.

The loan would be forgivable provided the development is completed within the required timeframes and private investment for all costs on the project exceed \$48.75 million.

Sincerely,



Joseph Molnar
Deputy Director
Department of Community Investment

CC:

Sandra Kennedy, Corporation Counsel

Jun 3, 2026

BILL NO. 37-26

Bianca Tirado
City Clerk, South Bend, IN

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AUTHORIZING A DIRECT LOAN TO THE DEVELOPER OF AN ECONOMIC DEVELOPMENT FACILITY (BEACON HEIGHTS PROJECT) AND APPROVING OTHER MATTERS IN CONNECTION THEREWITH

STATEMENT OF PURPOSE AND INTENT

The City of South Bend, Indiana (the "City"), is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. 36-7-11.9, I.C. 36-7-12 and I.C. 36-7-14 (collectively, the "Act"), is authorized and empowered to adopt this ordinance (this "Ordinance") and to carry out its provisions.

The Act declares that the financing and refinancing of economic development facilities (as defined in the Act) constitutes a public purpose.

Pursuant to the Act, the City is authorized to make loans for the purpose of financing, reimbursing or refinancing all or a portion of the costs of acquisition, construction, renovation, installation and equipping of economic development facilities in order to foster diversification of economic development and creation or retention of opportunities for gainful employment in or near the City.

SAC Beacon Preservation LLC, a limited liability company (the "Developer") has informed the City that it desires to construct, renovate and/or rehabilitate certain economic development facilities within the City which will consist of up to one hundred seventy (170) affordable housing units in the existing Beacon Heights development in the River West Development Area in the City, with an approximate total development or redevelopment cost of Fifty Million Dollars (\$50,000,000) including a private investment of no less than Forty-Seven Million Dollars (\$47,000,000) to be expended by the Developer (collectively, the "Project"), and has requested that the City make a loan to the Developer on a draw basis for the purposes of financing or reimbursing the Developer for a portion of the costs of construction, renovation and/or rehabilitation of the Project.

The Project will be located in or physically connected to, and will directly serve and benefit, the River West Development Area and the River West Development Area Allocation Area (the "Allocation Area").

The Developer has requested from the City and the City of South Bend Economic Development Commission (the "Commission") that the City make a loan to the Developer on a draw basis pursuant to the Act in a total amount not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) for the purpose of financing or reimbursing a portion of the costs of the Project (the "Loan") as described in the proposed Financing and Loan Agreement between the City and the Developer (the "Loan Agreement").

The completion of the Project will result in the creation of jobs, the diversification of industry and the creation of business opportunities in the City.

Pursuant to I.C. § 36-7-12-24, the Commission published notice of a public hearing on the proposed financing of a portion of the Project costs (the "Public Hearing").

On the date specified in the notice of the Public Hearing, the Commission conducted the Public Hearing, and adopted its evaluative report and resolution, which have been transmitted to the Common Council, finding that the financing of a portion of the Project complies with the purposes and provisions of the Act and that such financing will be of benefit to the health and welfare of the City and its citizens.

The Commission has performed all actions required of it by the Act preliminary to the adoption of this Ordinance and has approved and forwarded to the Common Council the forms of: (1) the Loan Agreement; (2) the Funding and Reimbursement Agreement (the "Funding Agreement") between the City and the South Bend Redevelopment Commission (the "Redevelopment Commission"); and (3) this Ordinance (the Loan Agreement, the Funding Agreement, and this Ordinance, collectively, the "Financing Agreements").

Pursuant to Indiana Code 36-7-14-39(b)(4), the Redevelopment Commission may use certain incremental property taxes, among other purposes, to reimburse the City for expenditures (including loans) made for local public improvements (which include buildings, parking facilities, and all expenses reasonably incurred in connection with the acquisition and redevelopment of property) that are physically located in or physically connected to the Allocation Area.

The Redevelopment Commission has adopted its Resolution No. 3673 on June 11, 2026, determining, subject to appropriation by the Redevelopment Commission, to make available tax increment revenues on deposit in the allocation fund for the Allocation Area (the "River West TIF Revenues") to simultaneously reimburse the City for its costs incurred to fund each draw on the Loan to the Developer with respect to the Project.

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

SECTION I. Findings; Public Benefits. The Common Council hereby finds and determines that the Project involves the acquisition and construction of an "economic development facility" as that phrase is used in the Act; that the Project will increase employment opportunities and increase diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by the making of the Loan to the Developer

to finance and/or reimburse Project costs, in tending to overcome insufficient employment opportunities, insufficient diversification of industry and lack of adequate housing, are greater than the cost of public works or services (as that phrase is used in the Act) which will be required by the Project; and, therefore, that the financing of a portion of the Project by the making the Loan to the Developer under the Act: (i) will be of benefit to the health and general welfare of the City; and (ii) complies with the Act.

SECTION II. Approval of Financing. The proposed financing of the Project by the funding of the Loan to the Developer under the Act, in the form that such financing was approved by the Commission, is hereby approved.

SECTION III. Terms of the Loan. (a) A portion of the costs of the Project will be funded by the Loan to the Developer on a draw basis (each draw on the Loan, a “Draw”). The City shall fund the Loan on a draw basis in the aggregate principal amount not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000), from River West TIF Revenues then on deposit in the allocation fund for the Allocation Area, and made available by the Redevelopment Commission to the City for the purposes of making the Loan to the Developer under the Act and the terms of the Loan Agreement. The Loan shall (i) mature no later than December 31, 2041, on the date set forth in the final Loan Agreement (the “Maturity Date”), (ii) bear no interest, except as provided herein, and (iii) be secured by the pledge of an unsecured promissory note of the Developer. Subject to the Unavoidable Delay provisions of the Loan Agreement, the principal of each outstanding Draw on the Loan may be forgiven, in the sole discretion of the City, following the expiration of the [Qualified Project Period] (as defined in the Loan Agreement) and subject to the conditions contained in Section 4.3 of the Loan Agreement. In the event that the Developer abandons the Project or otherwise fails to proceed to substantially complete the Project as required by the Loan Agreement and the Development Agreement between the Redevelopment Commission and the Developer (the “Development Agreement”), the repayment of any outstanding amount of the Loan (the “Outstanding Amount”) will be on a date not later than thirty (30) days from the date when the City’s Department of Community Investment, on behalf of the City, provides written notice to the Developer that, in its sole discretion, it has determined that the Developer has abandoned or failed to proceed with the Project as required by the Loan Agreement and the Development Agreement (the date of such written notice being the “Trigger Date”). Interest will begin to accrue on the Outstanding Amount beginning on the Trigger Date at the Prime Rate (as defined in the Loan Agreement) plus three percent (3.0%) until the Outstanding Amount is fully paid by the Developer. In the event that the Loan is forgiven, it is hereby acknowledged that the consideration received by the City for the Loan being forgiven is the completion of the Project by the Developer and the economic benefits resulting to the City therefrom.

(b) The Loan does not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City. Forms of the Financing Agreements are before this meeting and are by this reference incorporated in this Ordinance, and the Clerk of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file.

SECTION IV. Execution and Delivery of Financing Agreements. The Mayor, the Clerk and the Controller of the City are hereby authorized and directed, in the name and on behalf

of the City, to execute or endorse and deliver the Financing Agreements, submitted to the Common Council, which are hereby approved in all respects.

SECTION V. Changes in Financing Agreements. The Mayor, the Clerk and the Controller of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the Financing Agreements as may be permitted by the Act, such approval to be conclusively evidenced by their execution thereof.

SECTION VI. General. The Mayor, the Clerk and the Controller of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Ordinance (including the preambles hereto and the documents mentioned herein), the Project, the making of the Loan, and the securing of the Loan under the Financing Agreements, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.

SECTION VII. Binding Effect. The provisions of this Ordinance and the Financing Agreements shall constitute a binding contract between the City and the Developer, and after making the Loan, this Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the Developer.

SECTION VIII. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION IX. Effective Date. This Ordinance shall be in full force and effect immediately upon adoption and compliance with I.C. 36-4-6-14.

SECTION X. Copies of Financing Agreements on File. Two copies of the Financing Agreements incorporated into this Ordinance were duly filed in the office of the Clerk of the City, and are available for public inspection in accordance with I.C. 36-1-5-4.

[Signature Page Follows]

Duly passed and adopted on this ____ day of _____, 2026 by the Common Council of the City of South Bend, Indiana.

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the ____ day of _____, 2026, at _____ o'clock .m.

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

Approved and signed by me on the ____ day of _____, 2026, at ____ o'clock ____ .m.

James Mueller, Mayor
City of South Bend, Indiana

FUNDING AND REIMBURSEMENT AGREEMENT

between

CITY OF SOUTH BEND, INDIANA

and

CITY OF SOUTH BEND, INDIANA, REDEVELOPMENT DISTRICT

Re:

**CITY OF SOUTH BEND, INDIANA
(BEACON HEIGHTS PROJECT)**

Dated as of July 1, 2026

FUNDING AND REIMBURSEMENT AGREEMENT

This FUNDING AND REIMBURSEMENT AGREEMENT, is made and entered into as of July 1, 2026 (the “Agreement”) by and between the CITY OF SOUTH BEND, INDIANA (the “City”), a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the “State”), and the SOUTH BEND REDEVELOPMENT COMMISSION (the “Redevelopment Commission”), as governing body of the CITY OF SOUTH BEND REDEVELOPMENT DISTRICT, a special taxing district duly organized and validly existing under the laws of the State of Indiana (the “District”).

WHEREAS, Indiana Code 36-7-11.9 and 36-7-12, as supplemented and amended (collectively, the “Act”), authorizes and empowers the City to make direct loans to users or developers (each as defined under the Act) for the cost of acquisition, construction, or installation of economic development facilities, with such loans to be secured by the pledge of one or more taxable or tax-exempt debt obligations of the users or developers, for diversification of economic development and promotion of job opportunities in or near such City and vests the City with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, the City, upon finding that the Project (as hereinafter defined) and the proposed financing of the construction thereof will create additional employment opportunities in the City; will benefit the health, safety, morals, and general welfare of the citizens of the City and the State; and will comply with the purposes and provisions of the Act, adopted an ordinance approving a loan to Beacon Apartments Preservation, an Indiana limited liability company (the “Borrower”); and

WHEREAS, the City intends to make a direct draw loan to the Borrower, pursuant to the provisions of the Act, this Agreement, and the Financing and Loan Agreement, dated as of July 1, 2026, between the City and the Borrower (the “Loan Agreement”), all for the purpose of financing a portion of the Project; and

WHEREAS, pursuant to Indiana Code 36-7-14-39(b)(4), the Redevelopment Commission may use certain incremental property taxes to reimburse the City for expenditures (including loans) made for local public improvements (which include buildings and all expenses reasonably incurred in connection with the acquisition and redevelopment of property) that are physically located in or physically connected to the Allocation Area (as defined herein); and

WHEREAS, pursuant to Resolution No. ___, adopted by the Redevelopment Commission on June 11, 2026, a copy of which is attached hereto as Exhibit A (the “Authorizing Resolution”), the Commission has authorized the use of Tax Increment Revenues (as defined herein), in the total amount of not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) from moneys then currently on deposit in the Allocation Fund (as defined herein), in order to reimburse the City for expenditures made, or to be made, to finance a portion of the Project costs.

NOW THEREFORE, in consideration of the premises, the covenants and agreements hereinafter contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District hereby agree and covenant.

(End of Recitals)

ARTICLE I.

DEFINITIONS AND EXHIBITS

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

“Act” means, collectively, Indiana Code 36-7-11.9, Indiana Code 36-7-12, Indiana Code 36-7-14, and Indiana Code 36-7-25, each as amended.

“Allocation Area” means the River West Development Area Allocation Area previously established by the Redevelopment Commission within the River West Development Area in accordance with Indiana Code 36-7-14-39 for the purposes of capturing incremental *ad valorem* real property taxes levied and collected on all taxable property in such allocation area.

“Allocation Fund” means the River West Development Area Allocation Area Allocation Fund established under Indiana Code 36-7-14 for the Tax Increment Revenues collected in the Allocation Area.

“Authorizing Resolution” shall have the meaning set forth in the recitals hereof.

“Borrower” means Beacon Apartments Preservation, an Indiana limited liability company, duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana, or any successors thereto.

“City” means the City of South Bend, Indiana, a municipal corporation duly organized and validly existing under the laws of the State.

“Costs of Construction” means the costs of providing for an “economic development facility” as defined and set forth in the Act, including any legal, accounting, management, program or consulting fees and expenses of the Borrower, the City or the District, and any other costs permitted under the Act related thereto.

“Development Agreement” means the Development Agreement, dated _____, 2026, by and between the Borrower, the City and the Redevelopment Commission.

“District” means the Redevelopment District of the City.

“Loan” means the draw loan from the City to the Borrower in the original aggregate principal amount of not to exceed \$1,250,000, which will be made under the terms of the Loan Agreement, the proceeds of which will be used by the Borrower to pay a portion of the Costs of Construction for the Project.

“Loan Agreement” means the Financing and Loan Agreement, dated as of July 1, 2026, between the City and the Borrower.

“Project” means the construction, renovation and/or rehabilitation of up to one hundred seventy (174) affordable housing units in the existing Beacon Heights development in the River West Development Area in the City, with an approximate total development cost of Forty Seven Million Dollars (\$47,000,000) including a private investment of no less than Forty-Seven Million Dollars (\$47,000,000) to be expended by the Borrower.

“Project Fund” means the Project Fund established and held by the City or by a financial institution or custodian selected by the City for such purpose, as the case may be, for purposes of paying Costs of Construction of the Project.

“Redevelopment Commission” means the South Bend Redevelopment Commission, governing body of the District.

“River West Development Area” means the economic development area within the District previously established by the Redevelopment Commission in accordance with Indiana Code 36-7-14.

“State” means the State of Indiana.

“Tax Increment Revenues” means the property tax proceeds received by the Redevelopment Commission which are derived from the assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in Indiana Code 36-7-14-39(b)(1) and Indiana Code 36-7-14-39(b)(2), as such statutory provision exists on the date of execution of this Agreement.

Section 1.2. Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement.

Exhibit A. Copy of Authorizing Resolution.

(End of Article I)

ARTICLE II.

REPRESENTATIONS; LOAN TO BORROWER

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

(a) The City is a municipal corporation organized and existing under the laws of the State of Indiana. Under the provisions of the Act, the City is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. City has been duly authorized to execute and deliver this Agreement. City agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) Concurrently with the execution and delivery of the Loan Agreement and this Agreement, the City agrees to make the Loan to the Borrower on a draw basis (upon the District making funds available to simultaneously reimburse the City for such purpose in accordance with the terms of this Agreement) for the purpose of financing a portion of the Costs of Construction for the Project, in order to create additional employment opportunities in the City and to benefit the health, safety, morals and general welfare of the citizens of the City and the State.

Section 2.2. Representations by Redevelopment District. The Redevelopment Commission, governing body for the District, represents and warrants that:

(a) The Redevelopment Commission is the governing body of the District, which is a special taxing district organized and existing under the laws of the State of Indiana. Under the provisions of the Act, the Redevelopment Commission is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Redevelopment Commission has been duly authorized to execute and deliver this Agreement. The Redevelopment Commission agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) In order to simultaneously reimburse the City for its costs incurred, or to be incurred, in providing draws on the Loan pursuant to Section 2.3 of the Loan Agreement to finance a portion of the Costs of Construction for the Project, the Redevelopment Commission agrees that it will consider appropriations from the Tax Increment Revenues then currently on deposit in the Allocation Fund for the purpose of paying to, or upon the order of, the City for depositing into the Project Fund, with the sum of such appropriations not to exceed an aggregate principal amount equal to One Million Two Hundred Fifty Thousand Dollars (\$1,250,000).

(c) The Redevelopment Commission acknowledges and agrees that the Loan being made by the City to the Borrower is subject to forgiveness in the sole discretion of the City and upon the Borrower's satisfaction of certain conditions set forth in Section 4.3 of the Loan Agreement.

(End of Article II)

ARTICLE III.

MISCELLANEOUS PROVISIONS

Section 3.1. Supplements and Amendments to this Agreement. The Borrower, the City and the District may from time to time, upon the written agreement of all parties hereto, enter into such supplements and amendments to this Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof, which consent and agreement to such supplement or amendment hereto may be withheld in the sole discretion of any party.

Section 3.2. Agreement for Benefit of Parties Hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, and their successors and assigns, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, and their successors and assigns.

Section 3.3. Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 3.4. Counterparts. This Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 3.5. Governing Law. It is the intention of the parties hereto that this Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the laws of the State of Indiana.

(End of Article III)

IN WITNESS WHEREOF, the City and the Redevelopment Commission, acting for and on behalf of the District, have caused this Agreement to be executed in their respective names, and the City and the Redevelopment Commission, acting for and on behalf of the District, have caused their corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF SOUTH BEND, INDIANA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF SOUTH BEND
REDEVELOPMENT DISTRICT, acting by
and through the SOUTH BEND
REDEVELOPMENT COMMISSION

President

Attest:

Secretary

*Signature Page to the Funding and Reimbursement Agreement,
dated as of July 1, 2026, between the City of South Bend, Indiana and
the City of South Bend, Indiana, Redevelopment District*

EXHIBIT A

Copy of Authorizing Resolution

FINANCING AND LOAN AGREEMENT

between

CITY OF SOUTH BEND, INDIANA

and

BEACON APARTMENTS PRESERVATION LLC

Re:

**CITY OF SOUTH BEND, INDIANA
(BEACON HEIGHTS PROJECT)**

Dated as of July 1, 2026

FINANCING AND LOAN AGREEMENT

THIS FINANCING AND LOAN AGREEMENT made and entered into as of July 1, 2026, by and between the City of South Bend, Indiana, a municipal corporation and political subdivision existing under the laws of the State of Indiana (the “City”), and Beacon Apartments Preservation LLC, an Indiana limited liability company (the “Borrower”), under the following circumstances summarized in the following recitals (the capitalized terms not defined in the recitals are as defined in Article I hereof):

A. Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, each as supplemented and amended (collectively, the “Act”), authorizes and empowers the City to make loans to provide funding for economic development projects and facilities and vests the City with powers that may be necessary to enable it to accomplish such purposes.

B. The Borrower has requested a certain economic development incentive from the City in the form of a forgivable loan to the Borrower in the amount of not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) (the “Loan”), to finance a portion of the construction, renovation and/or rehabilitation of economic development projects and facilities within the meaning of the Act, consisting of the construction, renovation and/or rehabilitation of up to one hundred seventy (174) affordable housing rental units in the existing Beacon Heights development in the River West Development Area in the City, with an approximate total development or redevelopment cost of Forty-Seven Million Dollars \$47,000,000.00 including a private investment of no less than Forty-Seven Million Dollars (\$47,000,000)] to be expended by the Borrower (collectively, the “Project”).

C. The City believes that developing the Project as described herein is in the best interests of the health, safety and welfare of the City and its residents and complies with the public purposes and provisions of the Act, and based upon the information presented to the City by the Borrower, the City has determined that the Project constitutes an economic development project and an economic development facility as defined by applicable law.

D. The City desires to facilitate the development of the Project by making the Loan to the Borrower on a draw basis from available funds of the City and the Redevelopment Commission (as hereinafter defined) to finance a portion of the Project.

E. This Loan Agreement provides for the repayment by the Borrower of the Loan and further provides for the Borrower’s repayment obligation to be evidenced by the promissory note in substantially the form attached as Exhibit A hereto (the “Note”), unless the Loan is forgiven upon satisfaction of the conditions set forth in Section 4.3 hereof.

F. The parties hereto agree that it is of mutual benefit for the parties hereto to enter into this Agreement relating to the Project and the Loan that will include the commitments of each of the parties.

G. The South Bend Redevelopment Commission, for and on behalf of the City of South Bend, Department of Redevelopment, and the Borrower have entered into a Development

Agreement dated as of _____, 2026 (the “Development Agreement”) pursuant to which the parties agreed to their respective commitments with respect to the development of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the City and the Borrower agree as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 hereof shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2. Definitions. As used herein:

“Act” means, collectively, Indiana Code 36-7-11.9 and 36-7-12, as enacted and amended.

“Agreement” means this Financing and Loan Agreement as amended or supplemented from time to time.

“Bond Regulatory Agreement” means that certain Regulatory Agreement or similar agreement to be executed by the Borrower, as the same may be amended, restated, supplemented or otherwise modified from time to time, relating to the tax-exempt bonds to be issued to finance the Project and imposing certain income and rent restrictions on the Project pursuant to Section 142(d) of the Internal Revenue Code of 1986, as amended.

“Borrower” means Beacon Apartments Preservation LLC, an Indiana limited liability company, and its lawful successors and assigns to the extent permitted by this Agreement and the Development Agreement.

“City” means the City of South Bend, Indiana, a municipal corporation and political subdivision existing under the laws of the State of Indiana.

“Common Council” means the Common Council of the City.

“Completion Date” means the date of completion of the Project evidenced in accordance with the requirements of Section 3.2 hereof.

“Designated Representative” means Jeffrey Moelis, Adam Hellegers, Eben Ellerston and/or Carrie Van Syckel or the person at the time designated to act on behalf of the Borrower by written certificate furnished to the City, containing the specimen signature of that person and signed on behalf of the Borrower by a duly authorized officer. That certificate may designate an alternate or alternates. In the event that all persons so designated become unavailable or unable to act and the Borrower fails to designate a replacement within 10 days after such unavailability or inability to act, the City may appoint an interim Designated Representative until such time as the Borrower designates that person.

“Development Agreement” means the Development Agreement, dated _____, 2026, by and between the Borrower and the City of South Bend, Department of Redevelopment, acting by and through its governing body, the Redevelopment Commission.

“Event of Default” means any of the events described as an Event of Default in Section 6.1 hereof.

“Land Use Restriction Agreement” means that certain Land Use Restriction Agreement or similar agreement to be executed by the Borrower, as the same may be amended, restated, supplemented or otherwise modified from time to time, imposing certain income and rent restrictions on the Project pursuant to Section 42 of the Internal Revenue Code of 1986, as amended.

“Loan” means the loan by the City to the Borrower pursuant to the terms of this Agreement.

“Mandatory Project Completion Date” means December 31, 20__, or as agreed to by the Borrower or the Redevelopment Commission pursuant to Section [3.3] of the Development Agreement.

“Maturity Date” means December 31, 20__.

“Note” means the Borrower’s promissory note in the form attached as Exhibit A hereto, which shall be unsecured.

“Notice Address” means:

As to the City: City of South Bend Department of Community
Investment
215 S. Dr. Martin Luther King, Jr. Blvd., Suite 500
South Bend, IN 46601
Attention: Executive Director

With a copy to: South Bend Legal Department
215 S. Dr. Martin Luther King, Jr. Blvd., Suite 600
South Bend, IN 46601
Attn: Corporation Counsel

As to the Borrower: Beacon Apartments Preservation LLC
2 Park Avenue, 23rd Floor
New York, New York 10016
Attn: Jeffrey Moelis and Adam Hellegers, Esq.
Email: jmoelis@lmdp.com and ahellegers@lmdp.com

With a copy to: Cohen Liuzzo PLLC
88 Pine Street, Suite 1430
New York, New York 10005
Attn: Anthony Bargnesi, Esq. and Eleor Cohen, Esq.
Email: abargnesi@cohenliuzzo.com and

ecohen@cohenliuzzo.com

As to Investor Member : Cinnaire Fund for Housing Limited Partnership 45
c/o Cinnaire 45, LLC
1118 South Washington
Lansing, Michigan 48910

With a copy to Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Attn: Asher R. Ball

or such additional or different address, notice of which is given under Section 7.2 hereof.

“Ordinance” means Ordinance No. _____ of the Common Council of the City adopted on _____, 2026, authorizing the Loan and the execution and delivery of this Agreement.

“Person” or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Project” means the construction, renovation and/or rehabilitation of up to one hundred seventy (174) affordable housing units in the existing Beacon Heights development in the River West Development Area in the City, with an approximate total development cost of Forty-Seven Million Dollars \$47,000,000.00 including a private investment of no less than Forty-Seven Million Dollars \$47,000,000 to be expended by the Borrower.

“Redevelopment Commission” means the South Bend Redevelopment Commission.

“State” means the State of Indiana.

Section 1.3. Interpretation. Any reference herein to the City, to the Common Council, to the Redevelopment Commission, or to any member or officer of the City includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Indiana Code or to any statute of the United States of America, includes that section, provision or chapter or statute as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter or statute shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the City or the Borrower under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and

similar terms refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the date of the Loan. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

The Form of Promissory Note, attached hereto as Exhibit A, is by reference made a part hereof.

Section 1.4. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

ARTICLE II. REPRESENTATIONS; LOAN TO THE BORROWER

Section 2.1. Representations of the City. The City represents and warrants that:

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

(b) The City agrees to make the Loan to the Borrower in the amount of not to exceed \$1,250,000 pursuant to the terms and conditions hereof and the Development Agreement for the costs associated with the acquisition, construction, reconstruction and/or rehabilitation of the Project to create additional employment opportunities in the City and to benefit the health, safety, morals and general welfare of the citizens of City and the State.

Section 2.2. Representations and Covenants of the Borrower. The Borrower represents and warrants that:

(a) It is an Indiana limited liability company duly organized and validly existing under the laws of the State and authorized to do business in the State, is not in violation of any laws in any manner material to its ability to perform its obligations under this Agreement and the Note, has full power to enter into and perform its obligations under this Agreement and the Note, and by proper action has duly authorized the execution and delivery of this Agreement and the issuance of the Note.

(b) All of the proceeds from the Loan provided hereunder (including any income earned on the investment of such proceeds) will be used for costs of acquiring, constructing, reconstructing and/or rehabilitating the Project.

(c) The provision of financial assistance to be made available to it under this Agreement from the proceeds of the Loan and the commitments therefor made by the City have induced the Borrower to undertake the Project and such Project will create additional jobs and employment opportunities within the boundaries of the City and result in the private investment of the Project of approximately Forty-Seven Million Dollars (\$47,000,000).

(d) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Note, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of the terms, conditions or provisions of the Borrower's [Articles of Organization] or any restriction or any agreement or instrument to which the Borrower is now a party or by which it is bound or to which any of its property or assets is subject or of any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Borrower or its property, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Borrower under the terms of any instrument or agreement, except as set forth in this Agreement or in such manner as will not materially impair the ability of the Borrower to perform its obligations hereunder.

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

(f) This Agreement and the Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Borrower's obligations under said documents is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(g) The Borrower shall use commercially reasonable efforts to invest such capital expenditures in the Project by not later than the Mandatory Project Completion Date and shall work diligently to complete the Project, subject to the Unavoidable Delay provisions of Section 7.12 of this Agreement. The Borrower shall apply all of the proceeds of the Loan toward the costs of the Project and shall finance all remaining costs of the Project from other available funds of the Borrower, including, but not limited to, construction financing.

(h) No portion of the proceeds of the Loan will be used to provide any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility, racetrack, airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store, the principal business of which is the sale of alcoholic beverages for off premises consumption.

(i) No litigation at law or in equity nor any proceeding before any governmental agency or other tribunal involving the Borrower is pending or, to the knowledge of the Borrower threatened, in which any liability of the Borrower is not adequately covered by insurance and in which any judgment or order would have a material and adverse effect upon the business or assets of the Borrower or would materially and adversely affect the Project, the validity of this Agreement or the performance of the Borrower's obligations thereunder or the transactions contemplated hereby.

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

Section 2.3. Loan. The City will fund the Loan on a draw basis (each draw on the Loan, a “Draw”) by making tax increment revenues then currently on deposit in the allocation fund for the River West Allocation Area of the River West Development Area available to the Borrower as provided herein (it being understood the total amount of the Loan shall not exceed \$1,250,000). The Borrower acknowledges and agrees that such tax increment revenues are subject to annual appropriations thereof by the Redevelopment Commission. Such Loan is being evidenced by the execution and delivery by the Borrower of the Note substantially in the form attached hereto as Exhibit A. To request a draw on the Loan, the Borrower shall submit a written draw request not more frequently than quarterly to the City’s Department of Community Investment (the “Department”) for review and approval by the Department. Each written draw request shall indicate the amount of the Draw, detail the costs of the Project to be reimbursed from such Draw, and state a recap of vendors and the amount paid to each and attach copies of invoices paid.

ARTICLE III. COMPLETION OF THE PROJECT

Section 3.1. Acquisition, Construction, Reconstruction, Rehabilitation, Equipping and Improving of Project. It is understood that improvements made for the Project are that of the Borrower and any contracts made by the Borrower with respect thereto shall acquire, construct, reconstruct and/or rehabilitate the Project. The Borrower shall use commercially reasonable efforts to construct, reconstruct and/or rehabilitate the Project with all reasonable dispatch and to complete the Project by no later than the Mandatory Project Completion Date, and shall pay when due all fees, costs and expenses incurred in connection with that acquisition, construction, reconstruction and/or rehabilitation from funds made available therefor. It is further understood that any contracts made by the Borrower with respect to the Project, whether construction contracts or otherwise, or any work to be done by the Borrower on the Project are made or done by the Borrower on its own behalf and not as agent or contractor for the City.

Section 3.2. Completion Date. The Borrower shall notify the City of the Completion Date for the Project by a certificate signed by the Designated Representative stating:

- (a) the date on which the Project is substantially completed, which shall be evidenced by the issuance of a certificate of occupancy by the City, if the City provides such certificates of occupancy,
- (b) that all other facilities necessary in connection with the Project have been acquired, constructed, reconstructed, rehabilitated, equipped and improved, and
- (c) that the acquisition, construction, reconstruction, rehabilitation, equipping and improvement of the Project and those other facilities have been accomplished in such a manner as to conform with all applicable zoning, planning, building, environmental and other similar governmental regulations.

The certificate shall be delivered as promptly as practicable after the occurrence of the events and conditions referred to in subsections (a) through (c) of this Section (the date of delivery of such

certificate being, the “Completion Date”). The Project must be completed prior to the Mandatory Project Completion Date.

**ARTICLE IV.
LOAN BY CITY; FORGIVENESS OF THE LOAN**

Section 4.1. Loan. The City hereby makes the Loan to the Borrower. Subject to the terms and conditions hereof, the Loan shall bear no interest and shall be evidenced by the Note. The Loan shall be non-recourse against the Borrower and the Project. The Loan proceeds shall be disbursed to the Borrower on a draw basis as provided herein.

Section 4.2. Payment of Principal, Premium and Interest. (a) Subject at all times to Section 4.3 hereof, the Borrower will duly and punctually pay the principal of, premium, if any, and interest on the Note at the rates, at the times and the places and in the manner mentioned in the Note and this Agreement according to the true intent and meaning thereof and hereof, until the principal of, premium, if any, and interest on the Note shall have been fully paid.

(b) Subject at all times to Section 4.3 hereof, the Borrower also agrees to pay (i) all expenses incurred in connection with the enforcement of any rights under this Agreement; and (ii) all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of this Agreement; provided, however, that the Borrower may, without creating a default under this Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses.

(c) Subject at all times to Section 4.3 hereof, the Borrower covenants and agrees with and for the express benefit of the City that all payments pursuant hereto and to the Note shall be made by the Borrower on or before the date the same become due, and the Borrower shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and regardless of any act of God, contingency, event or cause whatsoever, and irrespective (without limitation) of whether the Project or the Borrower’s title to the Project or any part thereof is defective or nonexistent, or whether the Borrower’s revenues are sufficient to make such payments, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, expiration of this Agreement, any failure of consideration or frustration of purpose, the taking by eminent domain or otherwise of title to or of the right of temporary use of, all or any part of the Project, legal curtailment of the Borrower’s use thereof, or whether with or without the approval of the City, any change in the tax or other laws of the United States of America, the State of Indiana, or any political subdivision of either thereof, any change in the City’s legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any portion of this Agreement; and the Borrower hereby waives the provisions of any statute or other law now or hereafter in effect impairing or conflicting with any of its obligations, covenants or agreements under this Agreement or which releases or purports to release the Borrower therefrom. Nothing in this Agreement shall be construed as a waiver by the Borrower of any rights or claims the Borrower may have against the City under this Agreement or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Agreement that the Borrower

shall be unconditionally and absolutely obligated without right of set-off or abatement, to perform fully all of its obligations, agreements and covenants under this Agreement for the benefit of the City.

(d) Subject at all times to Section 4.3 hereof, the obligations of the Borrower to make the required payments and to perform and observe the other agreements on its part shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the City, and the Borrower shall pay absolutely during the term of this Agreement the payments to be made on account of the Loan and all other payments required thereunder free of any deductions and without abatement, diminution or set-off; and the Borrower: (i) will not suspend or discontinue any payments of the Loan; (ii) will perform and observe all of its other agreements contained in this Agreement; and (iii) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Borrower to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State of Indiana or any political subdivision of either thereof, or any failure of the City to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

(e) It is understood and agreed that Borrower shall be obligated to continue to pay the amounts specified herein and in the Note whether or not any portion of the Project is damaged, destroyed or taken in condemnation and that there shall be no abatement of any such payments and other charges by reason thereof.

Section 4.3. Forgiveness. Notwithstanding anything herein to the contrary, but subject to the Unavoidable Delay provisions of Section 7.12 of this Agreement, the principal of each outstanding Draw on the Loan may be forgiven, in the sole discretion of the City, following the expiration of the [Qualified Project Period] (as defined in the Land Use Restriction Agreement); provided that, as a condition of any such forgiveness, the Borrower shall be in compliance with all of its obligations under the Land Use Restriction Agreement, the Bond Regulatory Agreement and the Development Agreement. In the event the Loan is forgiven by the City, in its sole discretion, pursuant to this Section 4.3, it is hereby acknowledged that the consideration for the Loan is the completion of the construction, reconstruction and/or rehabilitation of the Project by the Borrower and the resulting economic benefits to the City. In the event that the Borrower abandons the Project or otherwise fails to proceed to substantially complete the Project as required by this Agreement and the Development Agreement, the repayment of any outstanding amount of the Loan (the "Outstanding Amount") will be on a date not later than thirty (30) days from the date when the Department, on behalf of the City, provides written notice to the Borrower that, in its sole discretion, it has determined that the Borrower has abandoned or failed to proceed with the Project as required by this Agreement and the Development Agreement (the date of such written notice being the "Trigger Date"). Interest will begin to accrue on the Outstanding Amount beginning on the Trigger Date at the Prime Rate plus three percent (3.0%) (where the "Prime Rate" shall mean the Prime Rate as published in *The Wall Street Journal*, and which is described as the base rate on corporate loans at large U.S. money center commercial banks, as such rate may vary from time to time, to be determined as of the Trigger Date) until the Outstanding Amount is fully paid by the Borrower. In

the event *The Wall Street Journal* ceases to publish a Prime Rate, the City shall use a similar source to determine the Prime Rate.

**ARTICLE V.
ADDITIONAL AGREEMENTS AND COVENANTS**

Section 5.1. Indemnification. The Borrower releases the City (including, but not limited to, members of the Common Council, the Economic Development Commission, and the Redevelopment Commission, and their respective attorneys, agents and employees) from, agrees that the City (including, but not limited to, members of the Common Council, the Economic Development Commission, and the Redevelopment Commission, and their respective attorneys, agents and employees) shall not be liable for, and indemnifies the City against, all liabilities, claims, costs and expenses, including reasonable attorneys' fees and expenses, imposed upon, incurred or asserted against the Common Council, Economic Development Commission or the Redevelopment Commission, on account of: (a) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the construction, maintenance, operation and use of the Project; and (b) any claim, action or proceeding brought with respect to the matters set forth in (a) above.

In case any action or proceeding is brought against the City in respect of which indemnity may be sought hereunder, the City promptly shall give notice of that action or proceeding to the Borrower, and the Borrower upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of the City to give that notice shall not relieve the Borrower from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the Borrower. At its own expense, the City may employ separate counsel and participate in the defense. The Borrower shall not be liable for any settlement made without its consent.

The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers and employees of the City, the Common Council, the Economic Development Commission and the Redevelopment Commission. That indemnification is intended to and shall be enforceable by the City to the full extent permitted by law. Notwithstanding anything herein, no indemnity shall be required hereunder for damages that result from the negligence or willful misconduct on the part of the party seeking indemnity.

**ARTICLE VI.
EVENTS OF DEFAULT AND REMEDIES**

Section 6.1. Events of Default. Each of the following shall be an Event of Default: The Borrower shall fail to observe and perform any agreement, term or condition contained in this Agreement or the Development Agreement, and the continuation of such failure for a period of thirty (30) days after notice thereof shall have been given to the Borrower by the City, or for such longer period as the City may agree to in writing; provided, that if the failure is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Borrower institutes curative action within the applicable period and diligently pursues that action to completion.

The declaration of an Event of Default, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor, and notice of default of the payment of any amount at any time payable to the City under or in connection with the Loan. All amounts payable under the Loan and the Note are payable with reasonable attorney fees and costs of collection and without relief from valuation and appraisal laws.

Section 6.2. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) The City may have access to, inspect, examine and make copies of the books, records, accounts and financial data of the Borrower pertaining to the Project; and

(b) The City may pursue all remedies now or hereafter existing at law or in equity, plus recover all expenses including attorney fees as provided in Section 6.4 or to enforce the performance and observance of any other obligation or agreement of the Borrower hereunder.

Notwithstanding the foregoing or any other provision in this Agreement, the City shall not be obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the City at no cost or expense to the City.

Section 6.3. No Remedy Exclusive. No remedy conferred upon or reserved to the City by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 6.4. Attorneys' Fees and Costs of Collection. If a default by the Borrower or the City shall occur, the Prevailing Party shall, to the extent permitted by applicable law, be entitled to recover from the non-prevailing party all reasonable costs, expenses and attorneys' fees (including court costs and other expenses through all appellate levels) that it incurs in connection therewith. For purposes hereof, the term "Prevailing Party" includes a party who obtains legal counsel or brings any action against another party by reason of an alleged breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment.

Section 6.5. No Waiver. No failure by the City to insist upon the strict performance by the Borrower of any provision hereof shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy

the failure by the Borrower to observe or comply with any provision hereof. The City may waive any Event of Default hereunder.

Section 6.6. Notice of Default. The Borrower shall notify the City immediately if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

ARTICLE VII. MISCELLANEOUS

Section 7.1. Term of Agreement. This Agreement shall be and remain in full force and effect from the date of Loan until such time as Loan shall have been fully paid or forgiven, except for obligations of the Borrower under Sections 5.1 hereof, which shall survive any termination of this Agreement.

Section 7.2. Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate Notice Address. The Borrower and the City, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 7.3. Extent of Covenants of the City; No Personal Liability. All covenants, obligations and agreements of the City contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the Common Council in other than his or her official capacity, and neither the members of the Common Council nor any official of the City shall be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the City contained in this Agreement.

Section 7.4. Binding Effect. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the City, the Borrower and their respective permitted successors and assigns. This Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

Section 7.5. Amendments and Supplements. This Agreement may not be effectively amended, changed, modified, altered or terminated except as may be evidenced in a writing executed by the appropriate representatives of the City and the Borrower.

Section 7.6. Execution Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.7. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein.

That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.8. Successors and Assigns. Whenever in this Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Agreement contained by or on behalf of the Borrower, or by or on behalf of the City, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. The Borrower may assign its interest in this Agreement to any affiliate of the Borrower with the prior approval of the City and the Borrower may further mortgage and assign all of the Borrower's interest in this Agreement to secure mortgage loans or other indebtedness incurred by the Borrower with respect to the acquisition, construction, reconstruction, rehabilitation, equipping and improvement of the Project. The Borrower may not otherwise assign its interest in this Agreement without obtaining the prior approval of the City. Notwithstanding any such assignment, the Borrower shall not be released from any liability or obligations hereunder.

Section 7.9. Third Party Beneficiary. The Borrower acknowledges and agrees that (i) the Redevelopment Commission is hereby deemed a third-party beneficiary of this Agreement and (ii) the terms of this Agreement may be enforced by the Redevelopment Commission.

Section 7.10. Governing Law. This Agreement shall be deemed a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State without giving effect to its conflict of laws rules.

Section 7.11. Dispute Resolution. The Borrower and the City agree to use their best efforts to resolve quickly and informally any disputes that may arise under this Agreement. In the event such informal means are unsuccessful, any such disputes shall be attempted to be resolved first by mediation in accordance with the Indiana Rules of Dispute Resolution; provided, however, the City may exercise any remedy available to it in the event the Borrower fails to pay, when due, any outstanding amount of the Loan. Any litigation commenced by either of the City or the Borrower related to or arising out of this Agreement must be filed in the state courts of St. Joseph County, Indiana. The Parties further consent to the personal jurisdiction by said courts over it and hereby expressly waive, in the case of any such action, any defenses thereto based on jurisdictions, venue or forum non conveniens.

Section 7.12. Unavoidable Delay. In the event that the Borrower shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of any unusually inclement weather, strikes, lock-outs, labor troubles, inability to procure materials which could not have been reasonably anticipated and avoided by the Borrower, failure of power to the Project for reason other than acts of the Borrower or any person or party acting by, through or under the Borrower, restrictive governmental laws or regulations, act of God, fire, earthquake, flood, explosion, terrorism, action of the elements, war (declared or undeclared), police action, invasion, insurrection, riot, mob violence, sabotage, health pandemic or epidemic, the act, failure to act or default of the City, or other causes beyond the Borrower's reasonable control, then performance of such act shall be extended for a period necessitated by such delay.

Section 7.13. Subordination and No Limitation on Mortgagee or Financing Party. Any and all rights of the City and obligations and liabilities of the Borrower under this Agreement and/or relating to the Loan shall be expressly subject and subordinate to any mortgage loans or other indebtedness incurred by the Borrower with respect to the acquisition, construction, reconstruction and/or rehabilitation of the Project. Notwithstanding anything in this Agreement to the contrary, (a) no provision of this Agreement shall restrict or otherwise limit (i) any foreclosure by or other transfer of title to any mortgagee or financing party of the Project, or (ii) any transfer of ownership of any interest in the Borrower to such mortgagee or financing party or any constituent owner of the Borrower, and (b) in the event of any such foreclosure by or other transfer of title to any mortgagee or financing party, as permitted in clause (a)(i) above, any such mortgagee or financing party (or any party taking by, through or under any such mortgagee or financing party) shall take title to the Project free and clear of any responsibility, obligation and/or liability under this Agreement and/or the Loan and without liability for the responsibilities, obligations and/or liabilities of the Borrower under this Agreement and/or with respect to the Loan.

[Signature Page Follows]

IN WITNESS WHEREOF, the City and the Borrower have caused this Agreement to be duly executed in their respective names, all as of the day and year first written above.

City:

CITY OF SOUTH BEND, INDIANA

By: _____
Mayor

ATTEST:

Clerk

Borrower:

BEACON APARTMENTS PRESERVATION LLC
an Indiana limited liability company

By: _____
Name: Adam Hellegers
Title: Authorized Signatory

Signature Page to the Financing and Loan Agreement, dated as of July 1, 2026, between the City of South Bend, Indiana and Beacon Apartments Preservation LLC.

EXHIBIT A

FORM OF PROMISSORY NOTE

Original Principal: Not to Exceed \$1,250,000

Maturity Date: December 31, 20__

Interest Rate: 0%*

FOR VALUE RECEIVED, the undersigned, Beacon Apartment Preservation LLC ("Borrower"), a limited liability company organized and existing under the laws of the State of Indiana, hereby promises to pay to the order of the City of South Bend, Indiana ("City"), in immediately available funds, the principal, interest, if any, and any other amounts due under the Financing and Loan Agreement, dated as of July 1, 2026, between the City and Borrower (the "Loan Agreement"), upon maturity or earlier under the terms of the Loan Agreement, unless this Promissory Note is forgiven in the sole discretion of the City pursuant to the Loan Agreement, at such place as the City may direct.

In certain events and in the manner set forth in the Loan Agreement, payments due under this Promissory Note may be subject to forgiveness in the sole discretion of the City.

This Promissory Note is issued pursuant to the Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The Borrower's obligations under this Promissory Note are subject in all respects to the further provisions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by the City under the Loan Agreement or under any other agreement between the Borrower or the City or out of any indebtedness or liability at any time owing to the Borrower by the City or for any reason, except for the forgiveness of the Loan as described in the Loan Agreement.

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

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

The Borrower hereby unconditionally waives diligence, presentment, protest, and notice of dishonor of the payment of any amount at any time payable to the City under or in connection with this Note. All amounts payable hereunder are payable with reasonable attorneys' fees and costs of collection and without relief from valuation and appraisal laws.

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

* Subject to Section 4.3 of the Loan Agreement

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

Dated: _____, 2026.

BEACON APARTMENTS PRESERVATION LLC
an Indiana limited liability company

By: _____
Name: Adam Hellegers
Title: Authorized Signatory

South Bend City Hall
215 S. Dr. Martin Luther King Jr. Blvd.
Suite 500
South Bend, IN 46601

James Mueller, Mayor



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

Filed in Clerk's Office

Jun 17, 2026

Bianca Tirado
City Clerk, South Bend, IN

City of South Bend

Department of Community Investment

June 16, 2026

Council Member Canneth Lee
President
South Bend Common Council
South Bend City Hall, 3rd Floor
South Bend, Indiana 46601

Chairperson
Community Investment Committee
South Bend Common Council
South Bend City Hall, 3rd Floor
South Bend, Indiana 46601

RE: **SUBSTITUTE Bill No. 37-26**: An ordinance of the Common Council of the City of South Bend, Indiana Authorizing the City of South Bend, Indiana to Fund Its Taxable Economic Development Revenue Note, Series 2026 (Beacon Heights Project) and Approving and Authorizing Other Actions in Respect Thereto

Dear President Lee and Chairperson of the Community Investment Committee,

Please find enclosed SUBSTITUTE Bill No. 37-26, which includes minor amendments to the bill which received a first reading on June 8, 2026. The substitute bill makes the following amendments to Bill No. 37-26 as originally filed:

- Clarification in overall project costs and housing units
- Clarification on the process of the drawing of funds
- Non-substantive changes regarding clarification of certain terminology and conditions

Sincerely,

A handwritten signature in black ink, appearing to read "J. Molnar", is written over a white background.

Joseph R. Molnar
Deputy Director,
Department of Community Investment

Jun 17, 2026

Bianca Tirado
City Clerk, South Bend, IN

SUBSTITUTE BILL NO. 37-26

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AUTHORIZING A DIRECT LOAN TO THE DEVELOPER OF AN ECONOMIC DEVELOPMENT FACILITY (BEACON HEIGHTS PROJECT) AND APPROVING OTHER MATTERS IN CONNECTION THEREWITH

STATEMENT OF PURPOSE AND INTENT

The City of South Bend, Indiana (the "City"), is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. 36-7-11.9, I.C. 36-7-12 and I.C. 36-7-14 (collectively, the "Act"), is authorized and empowered to adopt this ordinance (this "Ordinance") and to carry out its provisions.

The Act declares that the financing and refinancing of economic development facilities (as defined in the Act) constitutes a public purpose.

Pursuant to the Act, the City is authorized to make loans for the purpose of financing, reimbursing or refinancing all or a portion of the costs of acquisition, construction, renovation, installation and equipping of economic development facilities in order to foster diversification of economic development and creation or retention of opportunities for gainful employment in or near the City.

Beacon Apartments Preservation LLC, an Indiana limited liability company (the "Developer") has informed the City that it desires to construct, renovate and/or rehabilitate certain economic development facilities within the City which will consist of up to one hundred seventy-four (174) affordable housing rental units in the existing Beacon Heights development in the River West Development Area in the City, with an approximate total redevelopment cost of Forty-Seven Million Dollars (\$47,000,000) including a private investment of no less than Forty-Seven Million Dollars (\$47,000,000) to be expended by the Developer (collectively, the "Project"), and has requested that the City make a loan to the Developer for the purposes of financing or reimbursing the Developer for a portion of the costs of construction, renovation and/or rehabilitation of the Project.

The Project will be located in or physically connected to, and will directly serve and benefit, the River West Development Area and the River West Development Area Allocation Area (the "Allocation Area").

The Developer has requested from the City and the City of South Bend Economic Development Commission (the “Commission”) that the City make a loan to the Developer pursuant to the Act in a total amount not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) for the purpose of financing or reimbursing a portion of the costs of the Project (the “Loan”) as described in the proposed Financing and Loan Agreement between the City and the Developer (the “Loan Agreement”).

The completion of the Project will result in the creation of jobs, the diversification of industry and the creation of business opportunities in the City.

Pursuant to I.C. § 36-7-12-24, the Commission published notice of a public hearing on the proposed financing of a portion of the Project costs (the “Public Hearing”).

On the date specified in the notice of the Public Hearing, the Commission conducted the Public Hearing, and adopted its evaluative report and resolution, which have been transmitted to the Common Council, finding that the financing of a portion of the Project complies with the purposes and provisions of the Act and that such financing will be of benefit to the health and welfare of the City and its citizens.

The Commission has performed all actions required of it by the Act preliminary to the adoption of this Ordinance and has approved and forwarded to the Common Council the forms of: (1) the Loan Agreement; (2) the Funding and Reimbursement Agreement (the “Funding Agreement”) between the City and the South Bend Redevelopment Commission (the “Redevelopment Commission”); and (3) this Ordinance (the Loan Agreement, the Funding Agreement, and this Ordinance, collectively, the “Financing Agreements”).

Pursuant to Indiana Code 36-7-14-39(b)(4), the Redevelopment Commission may use certain incremental property taxes, among other purposes, to reimburse the City for expenditures (including loans) made for local public improvements (which include buildings, parking facilities, and all expenses reasonably incurred in connection with the acquisition and redevelopment of property) that are physically located in or physically connected to the Allocation Area.

The Redevelopment Commission has adopted its Resolution No. 3672 on June 11, 2026, determining, subject to appropriation by the Redevelopment Commission, to make available tax increment revenues on deposit in the allocation fund for the Allocation Area (the “River West TIF Revenues”) to simultaneously reimburse the City for its costs incurred to fund the Loan to the Developer with respect to the Project.

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

SECTION I. Findings; Public Benefits. The Common Council hereby finds and determines that the Project involves the acquisition and construction of an “economic development facility” as that phrase is used in the Act; that the Project will increase employment opportunities and increase diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by the making of the Loan to the Developer

to finance and/or reimburse Project costs, in tending to overcome insufficient employment opportunities, insufficient diversification of industry and lack of adequate housing, are greater than the cost of public works or services (as that phrase is used in the Act) which will be required by the Project; and, therefore, that the financing of a portion of the Project by the making the Loan to the Developer under the Act: (i) will be of benefit to the health and general welfare of the City; and (ii) complies with the Act.

SECTION II. Approval of Financing. The proposed financing of the Project by the funding of the Loan to the Developer under the Act, in the form that such financing was approved by the Commission, is hereby approved.

SECTION III. Terms of the Loan. (a) A portion of the costs of the Project will be funded by the Loan to the Developer. The City shall fund the Loan in the aggregate principal amount not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000), from River West TIF Revenues then on deposit in the allocation fund for the Allocation Area, and made available by the Redevelopment Commission to the City for the purposes of making the Loan to the Developer under the Act and the terms of the Loan Agreement. The Loan shall (i) mature no later than December 31, 2056, on the date set forth in the final Loan Agreement (the "Maturity Date"), (ii) bear no interest, except as provided herein, and (iii) be secured by the pledge of an unsecured promissory note of the Developer. Subject to the Unavoidable Delay provisions of the Loan Agreement, the principal of the Loan may be forgiven, in the sole discretion of the City, following the expiration of the Qualified Project Period (as defined in the Loan Agreement) and subject to the conditions contained in Section 4.3 of the Loan Agreement. In the event that the Developer abandons the Project or otherwise fails to proceed to substantially complete the Project as required by the Loan Agreement and the Development Agreement between the Redevelopment Commission and the Developer (the "Development Agreement"), the repayment of any outstanding amount of the Loan (the "Outstanding Amount") will be on a date not later than thirty (30) days from the date when the City's Department of Community Investment, on behalf of the City, provides written notice to the Developer that, in its sole discretion, it has determined that the Developer has abandoned or failed to proceed with the Project as required by the Loan Agreement and the Development Agreement (the date of such written notice being the "Trigger Date") subject in all respects to the rights of Developer's senior lenders. Interest will begin to accrue on the Outstanding Amount beginning on the Trigger Date at the Prime Rate (as defined in the Loan Agreement) plus three percent (3.0%) until the Outstanding Amount is fully paid by the Developer. In the event that the Loan is forgiven, it is hereby acknowledged that the consideration received by the City for the Loan being forgiven is the completion of the Project by the Developer and the economic benefits resulting to the City therefrom.

(b) The Loan does not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City. Forms of the Financing Agreements are before this meeting and are by this reference incorporated in this Ordinance, and the Clerk of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file.

SECTION IV. Execution and Delivery of Financing Agreements. The Mayor, the Clerk and the Controller of the City are hereby authorized and directed, in the name and on behalf

of the City, to execute or endorse and deliver the Financing Agreements, submitted to the Common Council, which are hereby approved in all respects.

SECTION V. Changes in Financing Agreements. The Mayor, the Clerk and the Controller of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the Financing Agreements as may be permitted by the Act, such approval to be conclusively evidenced by their execution thereof.

SECTION VI. General. The Mayor, the Clerk and the Controller of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Ordinance (including the preambles hereto and the documents mentioned herein), the Project, the making of the Loan, and the securing of the Loan under the Financing Agreements, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.

SECTION VII. Binding Effect. The provisions of this Ordinance and the Financing Agreements shall constitute a binding contract between the City and the Developer, and after making the Loan, this Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the Developer.

SECTION VIII. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION IX. Effective Date. This Ordinance shall be in full force and effect immediately upon adoption and compliance with I.C. 36-4-6-14.

SECTION X. Copies of Financing Agreements on File. Two copies of the Financing Agreements incorporated into this Ordinance were duly filed in the office of the Clerk of the City, and are available for public inspection in accordance with I.C. 36-1-5-4.

[Signature Page Follows]

Duly passed and adopted on this ____ day of _____, 2026 by the Common Council of the City of South Bend, Indiana.

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the ____ day of _____, 2026, at ____ o'clock .m.

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

Approved and signed by me on the ____ day of _____, 2026, at ____ o'clock ____ .m.

James Mueller, Mayor
City of South Bend, Indiana

FINANCING AND LOAN AGREEMENT

between

CITY OF SOUTH BEND, INDIANA

and

BEACON APARTMENTS PRESERVATION LLC

Re:

**CITY OF SOUTH BEND, INDIANA
(BEACON HEIGHTS PROJECT)**

Dated as of July 1, 2026

FINANCING AND LOAN AGREEMENT

THIS FINANCING AND LOAN AGREEMENT made and entered into as of July 1, 2026, by and between the City of South Bend, Indiana, a municipal corporation and political subdivision existing under the laws of the State of Indiana (the “City”), and Beacon Apartments Preservation LLC, an Indiana limited liability company (the “Borrower”), under the following circumstances summarized in the following recitals (the capitalized terms not defined in the recitals are as defined in Article I hereof):

A. Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, each as supplemented and amended (collectively, the “Act”), authorizes and empowers the City to make loans to provide funding for economic development projects and facilities and vests the City with powers that may be necessary to enable it to accomplish such purposes.

B. The Borrower has requested a certain economic development incentive from the City in the form of a loan to the Borrower in the amount not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) (the “Loan”), to finance a portion of the construction, renovation and/or rehabilitation of economic development projects and facilities within the meaning of the Act, consisting of the construction, renovation and/or rehabilitation of up to one hundred seventy-four (174) affordable housing rental units in the existing Beacon Heights development in the River West Development Area in the City, with an approximate total redevelopment cost of Forty-Seven Million Dollars (\$47,000,000.00) including a private investment of no less than Forty-Seven Million Dollars (\$47,000,000.00) to be expended by the Borrower (collectively, the “Project”).

C. The City believes that developing the Project as described herein is in the best interests of the health, safety and welfare of the City and its residents and complies with the public purposes and provisions of the Act, and based upon the information presented to the City by the Borrower, the City has determined that the Project constitutes an economic development project and an economic development facility as defined by applicable law.

D. The City desires to facilitate the development of the Project by making the Loan to the Borrower from available funds of the City and the Redevelopment Commission (as hereinafter defined) to finance a portion of the Project.

E. This Loan Agreement provides for the repayment by the Borrower of the Loan and further provides for the Borrower’s repayment obligation to be evidenced by the promissory note in substantially the form attached as Exhibit A hereto (the “Note”), unless the Loan is forgiven upon satisfaction of the conditions set forth in Section 4.3 hereof.

F. The parties hereto agree that it is of mutual benefit for the parties hereto to enter into this Agreement relating to the Project and the Loan that will include the commitments of each of the parties.

G. The South Bend Redevelopment Commission, for and on behalf of the City of South Bend, Department of Redevelopment, and the Borrower have entered into a Development

Agreement dated as of the date hereof (the “Development Agreement”) pursuant to which the parties agreed to their respective commitments with respect to the development of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the City and the Borrower agree as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 hereof shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2. Definitions. As used herein:

“Act” means, collectively, Indiana Code 36-7-11.9 and 36-7-12, as enacted and amended.

“Agreement” means this Financing and Loan Agreement as amended or supplemented from time to time.

“Bond Regulatory Agreement” means that certain Regulatory Agreement or similar agreement to be executed by the Borrower, as the same may be amended, restated, supplemented or otherwise modified from time to time, relating to the tax-exempt bonds to be issued to finance the Project and imposing certain income and rent restrictions on the Project pursuant to Section 142(d) of the Internal Revenue Code of 1986, as amended.

“Borrower” means Beacon Apartments Preservation LLC, an Indiana limited liability company, and its lawful successors and assigns to the extent permitted by this Agreement and the Development Agreement.

“Business Day” means any day other than a Saturday, Sunday, or a day on which banks in the State of Indiana or the Federal Reserve Bank of Chicago are authorized or required by law or executive order to be closed.

“City” means the City of South Bend, Indiana, a municipal corporation and political subdivision existing under the laws of the State of Indiana.

“Closing Date” mean July __, 2026.

“Common Council” means the Common Council of the City.

“Completion Date” means the date of completion of the Project evidenced in accordance with the requirements of Section 3.2 hereof.

“Designated Representative” means Jeffrey Moelis, Adam Hellegers, Eben Ellerston and/or Carrie Van Syckel or the person at the time designated to act on behalf of the Borrower by

written certificate furnished to the City and signed on behalf of the Borrower by a duly authorized officer. That certificate may designate an alternate or alternates. In the event that all persons so designated become unavailable or unable to act and the Borrower fails to designate a replacement within 10 days after such unavailability or inability to act, the City may appoint an interim Designated Representative until such time as the Borrower designates that person.

“Development Agreement” means the Development Agreement, dated as of the date hereof, by and between the Borrower and the City of South Bend, Department of Redevelopment, acting by and through its governing body, the Redevelopment Commission.

“Event of Default” means any of the events described as an Event of Default in Section 6.1 hereof.

“Land Use Restriction Agreement” means that certain Land Use Restriction Agreement or similar agreement to be executed by the Borrower, as the same may be amended, restated, supplemented or otherwise modified from time to time, imposing certain income and rent restrictions on the Project pursuant to Section 42 of the Internal Revenue Code of 1986, as amended.

“Loan” means the loan by the City to the Borrower pursuant to the terms of this Agreement.

“Mandatory Project Completion Date” means December 31, 2029, or as agreed to by the Borrower or the Redevelopment Commission pursuant to Section 3.3 of the Development Agreement, subject to the Unavoidable Delay provisions of Section 7.12 of this Agreement and Force Majeure provisions of Section 6.2 of the Development Agreement.

“Maturity Date” means December 31, 2056.

“Note” means the Borrower’s promissory note in the form attached as Exhibit A hereto, which shall be unsecured.

“Notice Address” means:

As to the City: City of South Bend Department of Community
Investment
215 S. Dr. Martin Luther King, Jr. Blvd., Suite 500
South Bend, IN 46601
Attention: Executive Director

With a copy to: South Bend Legal Department
215 S. Dr. Martin Luther King, Jr. Blvd., Suite 600
South Bend, IN 46601
Attn: Corporation Counsel

As to the Borrower:

Beacon Apartments Preservation LLC

2 Park Avenue, 23rd Floor
New York, New York 10016
Attention: Jeffrey Moelis and Adam Hellegers, Esq.
Email: jmoelis@lmdp.com and
ahellegers@lmdp.com

With a copy to: Cohen Liuzzo PLLC
88 Pine Street, Suite 1430
New York, New York 10005
Attention: Anthony Bargnesi, Esq. and Eleor
Cohen, Esq.
Email: abargnesi@cohenliuzzo.com and
ecohen@cohenliuzzo.com

As to Investor Member : Cinnaire Fund for Housing Limited Partnership 45
c/o Cinnaire 45, LLC
1118 South Washington
Lansing, Michigan 48910

With a copy to Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Attn: Asher R. Ball

or such additional or different address, notice of which is given under Section 7.2 hereof.

“Ordinance” means Ordinance No. 36-27 of the Common Council of the City adopted on June 22, 2026, authorizing the Loan and the execution and delivery of this Agreement.

“Person” or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Project” has the meaning set forth in Recital B hereof.

“Redevelopment Commission” means the South Bend Redevelopment Commission.

“State” means the State of Indiana.

Section 1.3. Interpretation. Any reference herein to the City, to the Common Council, to the Redevelopment Commission, or to any member or officer of the City includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Indiana Code or to any statute of the United States of America,

includes that section, provision or chapter or statute as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter or statute shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the City or the Borrower under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the date of the Loan. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

The Form of Promissory Note, attached hereto as Exhibit A, is by reference made a part hereof.

Section 1.4. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

ARTICLE II. REPRESENTATIONS; LOAN TO THE BORROWER

Section 2.1. Representations of the City. The City represents and warrants that:

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

(b) The City agrees to make the Loan to the Borrower in the amount of not to exceed \$1,250,000 pursuant to the terms and conditions hereof and the Development Agreement for the costs associated with the acquisition, construction, reconstruction and/or rehabilitation of the Project to create additional employment opportunities in the City and to benefit the health, safety, morals and general welfare of the citizens of City and the State.

Section 2.2. Representations and Covenants of the Borrower. The Borrower represents and warrants, as of the date hereof, that:

(a) It is an Indiana limited liability company duly organized and validly existing under the laws of the State and authorized to do business in the State, is not in violation of any laws in any manner material to its ability to perform its obligations under this Agreement and the Note, has full power to enter into and perform its obligations under this Agreement and the Note, and by proper action has duly authorized the execution and delivery of this Agreement and the issuance of the Note.

(b) All of the proceeds from the Loan provided hereunder (including any income earned on the investment of such proceeds) will be used for costs of acquiring, constructing, reconstructing and/or rehabilitating the Project.

(c) The provision of financial assistance to be made available to it under this Agreement from the proceeds of the Loan and the commitments therefor made by the City have induced the Borrower to undertake the Project and such Project will create additional jobs and employment opportunities within the boundaries of the City and result in the private investment of the Project of approximately Forty-Seven Million Dollars (\$47,000,000).

(d) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Note, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of the terms, conditions or provisions of the Borrower's Articles of Organization or any restriction or any agreement or instrument to which the Borrower is now a party or by which it is bound or to which any of its property or assets is subject or of any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Borrower or its property that will have a material and adverse effect on the Borrower, City or the Project, or constitutes a default under any of the foregoing that will have a material and adverse effect on the Borrower, City or the Project, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Borrower under the terms of any instrument or agreement, except as set forth in this Agreement or in such manner as will not materially and adversely impair the ability of the Borrower to perform its obligations hereunder.

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

(f) This Agreement and the Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Borrower's obligations under said documents is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(g) The Borrower shall use commercially reasonable efforts to complete the rehabilitation of the Project by not later than the Mandatory Project Completion Date, subject to the Unavoidable Delay provisions of Section 7.12 of this Agreement and the Force Majeure provisions of Section 6.2 of the Development Agreement. The Borrower shall apply all of the proceeds of the Loan toward the costs of the Project and shall finance all remaining costs of the Project from other available funds of the Borrower, including, but not limited to, construction financing.

(h) No portion of the proceeds of the Loan will be used to provide any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller

skating, skateboard and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility, racetrack, airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store, the principal business of which is the sale of alcoholic beverages for off premises consumption.

(i) No litigation at law or in equity nor any proceeding before any governmental agency or other tribunal involving the Borrower is pending or, to the actual knowledge of the Borrower threatened, in which any liability of the Borrower is not adequately covered by insurance and in which any judgment or order would have a material and adverse effect upon the business or assets of the Borrower or would materially and adversely affect the Project, the validity of this Agreement or the performance of the Borrower's obligations thereunder or the transactions contemplated hereby.

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

Section 2.3. Loan. The City will fund the Loan in full on the Closing Date, provided that the Borrower provides the City with at least ten (10) Business Days advance notice of said Closing Date, utilizing tax increment revenues then currently on deposit in the allocation fund for the River West Allocation Area of the River West Development Area available to the Borrower as provided herein (it being understood the total amount of the Loan shall not exceed \$1,250,000). The Borrower acknowledges and agrees that such tax increment revenues are subject to appropriations thereof by the Redevelopment Commission. Such Loan is being evidenced by the execution and delivery by the Borrower of the Note substantially in the form attached hereto as Exhibit A. Within ninety (90) days after the Closing Date, and every ninety (90) days thereafter until all Project costs paid from the Loan have been reported, the Borrower shall submit to the City's Department of Community Investment (the "Department") a report detailing: (a) the costs of the Project paid from the Loan; (b) a summary of vendors and amounts paid to each; and (c) copies of paid invoices.

ARTICLE III. COMPLETION OF THE PROJECT

Section 3.1. Acquisition, Construction, Reconstruction, Rehabilitation, Equipping and Improving of Project. It is understood that improvements made for the Project are that of the Borrower and any contracts made by the Borrower with respect thereto shall acquire, construct, reconstruct and/or rehabilitate the Project. The Borrower shall use commercially reasonable efforts to construct, reconstruct and/or rehabilitate the Project with all reasonable dispatch and to complete the Project by no later than the Mandatory Project Completion Date, and shall pay when due all fees, costs and expenses incurred in connection with that acquisition, construction, reconstruction and/or rehabilitation from funds made available therefor. It is further understood that any contracts made by the Borrower with respect to the Project, whether construction contracts or otherwise, or any work to be done by the Borrower on the Project are made or done by the Borrower on its own behalf and not as agent or contractor for the City.

Section 3.2. Completion Date. The Borrower shall notify the City of the Completion Date for the Project by a certificate signed by the Designated Representative stating:

(a) the date on which the Project is substantially completed, which shall be evidenced by the issuance of a temporary or permanent certificate of occupancy by the City (or its local equivalence), if the City provides such certificates of occupancy,

(b) that all other facilities necessary in connection with the Project have been acquired, constructed, reconstructed, rehabilitated, equipped and improved, and

(c) that to the date hereof, the acquisition, construction, reconstruction, rehabilitation, equipping and improvement of the Project and those other facilities have been accomplished in such a manner as to conform in all material respects with all applicable zoning, planning, building, environmental and other similar governmental regulations.

The certificate shall be delivered as promptly as practicable after the occurrence of the events and conditions referred to in subsections (a) through (c) of this Section (the date of delivery of such certificate being, the "Completion Date"). The Project must be completed prior to the Mandatory Project Completion Date.

ARTICLE IV. LOAN BY CITY; FORGIVENESS OF THE LOAN

Section 4.1. Loan. The City hereby makes the Loan to the Borrower. Subject to the terms and conditions hereof, the Loan shall bear no interest and shall be evidenced by the Note. The Loan shall be non-recourse against the Borrower and the Project.

Section 4.2. Payment of Principal, Premium and Interest. (a) Subject at all times to Section 4.3 hereof, the Borrower will duly and punctually pay the principal of, premium, if any, and interest on the Note at the rates, at the times and the places and in the manner mentioned in the Note and this Agreement according to the true intent and meaning thereof and hereof, until the principal of, premium, if any, and interest on the Note shall have been fully paid.

(b) Subject at all times to Section 4.3 hereof, the Borrower also agrees to pay (i) all reasonable out of pocket expenses incurred in connection with the enforcement of any rights under this Agreement; and (ii) all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of this Agreement; provided, however, that the Borrower may, without creating a default under this Agreement, contest in good faith the necessity for any such services and expenses and the reasonableness of any such fees, charges or expenses.

(c) Subject at all times to Section 4.3 hereof, except as provided herein, the Borrower covenants and agrees with and for the express benefit of the City that all payments pursuant hereto and to the Note shall be made by the Borrower on or before the date the same become due, and the Borrower shall perform (in all material respects) all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification (except for defenses and counter claims brought in good faith and excepting the defense of full payment and/or performance) or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof,

expiration of this Agreement, any failure of consideration or frustration of purpose, or whether with or without the approval of the City, any change in the tax or other laws of the United States of America, the State of Indiana, or any political subdivision of either thereof, any change in the City's legal organization or status, and regardless of the invalidity of any portion of this Agreement; and to the extent permitted by applicable law, the Borrower hereby waives the provisions of any statute or other law now or hereafter in effect impairing or conflicting with any of its obligations, covenants or agreements under this Agreement or which releases or purports to release the Borrower therefrom. Nothing in this Agreement shall be construed as a waiver by the Borrower of any rights or claims the Borrower may have against the City under this Agreement or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Agreement that the Borrower shall be unconditionally and absolutely obligated without right of set-off or abatement, to perform fully all of its obligations, agreements and covenants under this Agreement in all material respects for the benefit of the City.

(d) Subject at all times to Section 4.3 hereof, the obligations of the Borrower to make the required payments and to perform and observe the other agreements on its part shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the City (except for defenses and counter claims brought in good faith and excepting the defense of full payment and/or performance), and the Borrower shall pay absolutely during the term of this Agreement the payments to be made on account of the Loan and all other payments required thereunder free of any deductions and without abatement, diminution or set-off; and the Borrower: (i) will not suspend or discontinue any payments of the Loan; (ii) will perform and observe all of its other agreements contained in this Agreement; and (iii) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Borrower to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State of Indiana or any political subdivision of either thereof, liability or obligation arising out of or connected with this Agreement.

(e) Subject to receipt by the Borrower of sufficient insurance and/or condemnation proceeds, the Borrower shall be obligated to continue to pay all amounts specified herein and in the Note regardless of whether any portion of the Project is damaged, destroyed, or taken by condemnation, and there shall be no abatement of any such payments or other charges by reason of any such damage, destruction, or taking.

Section 4.3. Forgiveness. Notwithstanding anything herein to the contrary, but subject to the Unavoidable Delay provisions of Section 7.12 of this Agreement, the principal of the Loan may be forgiven, in the sole discretion of the City, following the expiration of the Qualified Project Period (as defined in the Land Use Restriction Agreement); provided that, as a condition of any such forgiveness, the Borrower shall be in compliance with all of its obligations under the Land Use Restriction Agreement, the Bond Regulatory Agreement and the Development Agreement at the time of forgiveness. In the event the Loan is forgiven by the City, in its sole discretion, pursuant to this Section 4.3, it is hereby acknowledged that the consideration for the Loan is the completion of the construction, reconstruction and/or rehabilitation of the Project by the Borrower and the resulting economic benefits to the City. In the event that the Borrower abandons the Project or otherwise fails to proceed to substantially complete the Project by the Mandatory Project

Completion Date as required by this Agreement and the Development Agreement subject to the Unavoidable Delay provisions of Section 7.12 hereof and the Force Majeure provisions of Section 6.2 of the Development Agreement, the repayment of any outstanding amount of the Loan (the "Outstanding Amount") will be on a date not later than thirty (30) days from the date when the Department, on behalf of the City, provides written notice to the Borrower that, in its sole discretion, it has determined that the Borrower has abandoned or failed to proceed with the Project as required by this Agreement and the Development Agreement (the date of such written notice being the "Trigger Date") subject in all respects to the rights of Borrower's senior lenders. Interest will begin to accrue on the Outstanding Amount beginning on the Trigger Date at the Prime Rate plus three percent (3.0%) (where the "Prime Rate" shall mean the Prime Rate as published in *The Wall Street Journal*, and which is described as the base rate on corporate loans at large U.S. money center commercial banks, as such rate may vary from time to time, to be determined as of the Trigger Date) until the Outstanding Amount is fully paid by the Borrower. In the event *The Wall Street Journal* ceases to publish a Prime Rate, the City shall use a similar source to determine the Prime Rate.

ARTICLE V. ADDITIONAL AGREEMENTS AND COVENANTS

Section 5.1. Indemnification. The Borrower releases the City (including, but not limited to, members of the Common Council, the Economic Development Commission, and the Redevelopment Commission, and their respective attorneys, agents and employees) from, agrees that the City (including, but not limited to, members of the Common Council, the Economic Development Commission, and the Redevelopment Commission, and their respective attorneys, agents and employees) shall not be liable for, and indemnifies the City against, all actual, out of pocket liabilities, claims, costs and expenses, including reasonable attorneys' fees and expenses, imposed upon, incurred or asserted against the Common Council, Economic Development Commission or the Redevelopment Commission, on account of: (a) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the construction, maintenance, operation and use of the Project; and (b) any claim, action or proceeding brought with respect to the matters set forth in (a) above.

In case any action or proceeding is brought against the City in respect of which indemnity may be sought hereunder, the City promptly shall give notice of that action or proceeding to the Borrower, and the Borrower upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of the City to give that notice shall not relieve the Borrower from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the Borrower. At its own expense, the City may employ separate counsel and participate in the defense. The Borrower shall not be liable for any settlement made without its consent.

The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers and employees of the City, the Common Council, the Economic Development Commission and the Redevelopment Commission. That indemnification is intended to and shall be enforceable by the City to the full extent permitted by law. Notwithstanding anything herein, no indemnity shall be required hereunder for damages that result from the negligence, gross negligence, fraud or willful misconduct on the part of any of the parties

subject to indemnification hereby, nor shall the Borrower have any liability hereunder with respect to any claims or liability that arises from actions that first occur after the Borrower is no longer in possession of the Project.

ARTICLE VI. EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default. Each of the following shall be an Event of Default: The Borrower shall fail to observe and perform in all material respects any agreement, term or condition contained in this Agreement or the Development Agreement, and the continuation of such failure for a period of thirty (30) days after notice thereof shall have been given to the Borrower by the City and received by it, or for such longer period as the City may agree to in writing; provided, that if the failure is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Borrower institutes curative action within the applicable period and diligently pursues that action to completion.

The declaration of an Event of Default, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings, and shall be subject in all respects to the rights of Borrower's senior lenders.

To the extent permitted by applicable law, the Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor, and notice of default of the payment of any amount at any time payable to the City under or in connection with the Loan except as required herein, including, but not limited to the first paragraph of this Section 6.1. All amounts payable under the Loan and the Note are payable with reasonable attorney fees and costs of collection and without relief from valuation and appraisal laws.

Section 6.2. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting past the expiration of any notice and cure period, any one or more of the following remedial steps may be taken:

(a) The City may have access to, inspect, examine and make copies of the books, records, accounts and financial data of the Borrower pertaining to the Project; and

(b) The City may pursue all remedies now or hereafter existing at law or in equity, plus recover all actual expenses including reasonable attorney fees as provided in Section 6.4 or to enforce the performance and observance of any other obligation or agreement of the Borrower hereunder.

Notwithstanding the foregoing or any other provision in this Agreement, the City shall not be obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the City at no cost or expense to the City.

Section 6.3. No Remedy Exclusive. No remedy conferred upon or reserved to the City by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 6.4. Attorneys' Fees and Costs of Collection. If a default by the Borrower or the City shall occur, the Prevailing Party shall, to the extent permitted by applicable law, be entitled to recover from the non-prevailing party all reasonable costs, actual expenses and attorneys' fees (including court costs and other expenses through all appellate levels) that it incurs in connection therewith. For purposes hereof, the term "Prevailing Party" includes a party who obtains legal counsel or brings any action against another party by reason of an alleged breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment.

Section 6.5. No Waiver. No failure by the City to insist upon the strict performance by the Borrower of any provision hereof shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Borrower to observe or comply with any provision hereof. The City may waive any Event of Default hereunder.

Section 6.6. Notice of Default. The Borrower shall notify the City promptly if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

ARTICLE VII. MISCELLANEOUS

Section 7.1. Term of Agreement. This Agreement shall be and remain in full force and effect from the date of Loan until such time as Loan shall have been fully paid or forgiven, pursuant to the terms hereof except for obligations of the Borrower under Sections 5.1 hereof, which shall survive any termination of this Agreement.

Section 7.2. Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate Notice Address. The Borrower and the City, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 7.3. Extent of Covenants of the City; No Personal Liability. All covenants, obligations and agreements of the City contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent

or employee of the City or the Common Council in other than his or her official capacity, and neither the members of the Common Council nor any official of the City shall be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the City contained in this Agreement.

Section 7.4. Binding Effect. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the City, the Borrower and their respective permitted successors and assigns. This Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

Section 7.5. Amendments and Supplements. This Agreement may not be effectively amended, changed, modified, altered or terminated except as may be evidenced in a writing executed by the appropriate representatives of the City and the Borrower.

Section 7.6. Execution Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.7. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.8. Successors and Assigns. Whenever in this Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Agreement contained by or on behalf of the Borrower, or by or on behalf of the City, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. The Borrower may assign its interest in this Agreement to any affiliate of the Borrower (or any direct or indirect member of the Borrower) or any third party with the prior approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, and the Borrower may further mortgage and assign all of the Borrower's interest in this Agreement to secure mortgage loans or other indebtedness incurred by the Borrower with respect to the acquisition, construction, reconstruction, rehabilitation, equipping and improvement of the Project. The Borrower may not otherwise assign its interest in this Agreement without obtaining the prior approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding any such assignment, the Borrower shall not be released from any liability or obligations hereunder. Notwithstanding anything to the contrary contained herein or in the Note, the following shall be permitted without consent of the City and shall not constitute an event of default or result in any fee: (i) the transfer of investor member interests in Borrower pursuant to the terms of Borrower's First Amended and Restated Operating Agreement ("Operating Agreement"); (ii) transfer of an interest in Cinnaire Fund for Housing Limited Partnership 45 to Affiliates of Cinnaire Corporation (including, but not limited to, a transfer to a fund in which an Affiliate of Cinnaire Corporation is a manager or

managing member); (iii) the removal and replacement of the managing member of the Borrower in accordance with the terms of the Operating Agreement; and/or (iv) an amendment of the Operating Agreement memorializing the transfers or removal described above. In addition to the foregoing, and notwithstanding anything to the contrary contained herein or in the Note, for the avoidance of doubt, the transfer of any direct or indirect interest in the Borrower to a constituent owner of the Borrower, including, but not limited to, the managing member of the Borrower, its managers, members, partners and/or shareholders (or any affiliate of the foregoing) shall be permitted without consent of the City and shall not constitute an event of default or result in any fee.

Section 7.9. Third Party Beneficiary. The Borrower acknowledges and agrees that (i) the Redevelopment Commission is hereby deemed a third-party beneficiary of this Agreement and (ii) the terms of this Agreement may be enforced by the Redevelopment Commission.

Section 7.10. Governing Law. This Agreement shall be deemed a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State without giving effect to its conflict of laws rules.

Section 7.11. Dispute Resolution. The Borrower and the City agree to use their best efforts to resolve quickly and informally any disputes that may arise under this Agreement. In the event such informal means are unsuccessful, any such disputes shall be attempted to be resolved first by mediation in accordance with the Indiana Rules of Dispute Resolution; provided, however, the City may exercise any remedy available to it in the event the Borrower fails to pay, when due, any outstanding amount of the Loan. Any litigation commenced by either of the City or the Borrower related to or arising out of this Agreement must be filed in the state courts of St. Joseph County, Indiana. The Parties further consent to the personal jurisdiction by said courts over it and hereby expressly waive, in the case of any such action, any defenses thereto based on jurisdictions, venue or forum non conveniens.

Section 7.12. Unavoidable Delay. In the event that the Borrower shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of any unusually inclement weather, strikes, lock-outs, labor troubles, inability to procure materials which could not have been reasonably anticipated and avoided by the Borrower, failure of power to the Project for reason other than acts of the Borrower or any person or party acting by, through or under the Borrower, restrictive governmental laws or regulations, act of God, fire, earthquake, flood, explosion, terrorism, action of the elements, war (declared or undeclared), police action, invasion, insurrection, riot, mob violence, sabotage, health pandemic or epidemic, the act, failure to act or default of the City, or other causes beyond the Borrower's reasonable control, then performance of such act shall be extended for a period necessitated by such delay.

Section 7.13. Subordination and No Limitation on Mortgagee or Financing Party. Any and all rights of the City and obligations and liabilities of the Borrower under this Agreement and/or relating to the Loan shall be expressly subject and subordinate to any mortgage loans or other indebtedness incurred by the Borrower with respect to the acquisition, construction, reconstruction and/or rehabilitation of the Project. Notwithstanding anything in this Agreement to the contrary, (a) no provision of this Agreement shall restrict or otherwise limit (i) any foreclosure by or other transfer of title to any mortgagee or financing party of the Project, or (ii) any transfer

of ownership of any interest in the Borrower to such mortgagee or financing party or any constituent owner of the Borrower, and (b) in the event of any such foreclosure by or other transfer of title to any mortgagee or financing party, as permitted in clause (a)(i) above, any such mortgagee or financing party (or any party taking by, through or under any such mortgagee or financing party) shall take title to the Project free and clear of any responsibility, obligation and/or liability under this Agreement and/or the Loan and without liability for the responsibilities, obligations and/or liabilities of the Borrower under this Agreement and/or with respect to the Loan.

Section 7.14. Limitation of Liability. Notwithstanding anything contained herein to the contrary, the parties hereby agree that (i) the obligations of the Borrower hereunder shall not be recourse to the members, partners, shareholders, agents or employees of the Borrower; (ii) no punitive, special, speculative, loss of profit or consequential damages shall be awarded in any suit, action or other proceeding arising out of or based upon this Agreement or the subject matter hereof; (iii) the Borrower shall not be liable to the extent any liability hereunder arose from the fraud, gross negligence or willful misconduct of the City, Commission or any of their agents and (iv) the Borrower shall not be liable for any liability hereunder that first arises after the Borrower is no longer in possession of the Project.

[Signature Page Follows]

IN WITNESS WHEREOF, the City and the Borrower have caused this Agreement to be duly executed in their respective names, all as of the day and year first written above.

City:

CITY OF SOUTH BEND, INDIANA

By: _____
Mayor

ATTEST:

Clerk

Borrower:

BEACON APARTMENTS PRESERVATION LLC
an Indiana limited liability company

By: _____
Name: Adam Hellegers
Title: Authorized Signatory

Signature Page to the Financing and Loan Agreement, dated as of July 1, 2026, between the City of South Bend, Indiana and Beacon Apartments Preservation LLC.

EXHIBIT A

FORM OF PROMISSORY NOTE

Original Principal: \$1,250,000
Maturity Date: December 31, 2056
Interest Rate: 0%*

FOR VALUE RECEIVED, the undersigned, Beacon Apartments Preservation LLC ("Borrower"), a limited liability company organized and existing under the laws of the State of Indiana, hereby promises to pay to the order of the City of South Bend, Indiana ("City"), in immediately available funds, the principal, interest, if any, and any other amounts due under the Financing and Loan Agreement, dated as of July 1, 2026, between the City and Borrower (the "Loan Agreement"), upon maturity or earlier under the terms of the Loan Agreement, unless this Promissory Note is forgiven in the sole discretion of the City pursuant to the Loan Agreement, at such place as the City may direct.

In certain events and in the manner set forth in the Loan Agreement, payments due under this Promissory Note may be subject to forgiveness in the sole discretion of the City.

This Promissory Note is issued pursuant to the Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The Borrower's obligations under this Promissory Note are subject in all respects to the further provisions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by the City under the Loan Agreement or under any other agreement between the Borrower or the City or out of any indebtedness or liability at any time owing to the Borrower by the City or for any reason, except for the forgiveness of the Loan as described in the Loan Agreement.

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

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

The Borrower hereby unconditionally waives diligence, presentment, protest, and notice of dishonor of the payment of any amount at any time payable to the City under or in connection with this Note. All amounts payable hereunder are payable with reasonable attorneys' fees and costs of collection and without relief from valuation and appraisal laws.

All terms used in this Promissory Note which are defined in the Loan Agreement shall have the meanings assigned to them in the Loan Agreement. Section 7.14 of the Loan Agreement is hereby included by reference with the same force and effect as if set forth herein in its entirety.

* Subject to Section 4.3 of the Loan Agreement

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

Dated: _____, 2026.

BEACON APARTMENTS PRESERVATION LLC
an Indiana limited liability company

By: _____
Name: Adam Hellegers
Title: Authorized Signatory

FUNDING AND REIMBURSEMENT AGREEMENT

between

CITY OF SOUTH BEND, INDIANA

and

CITY OF SOUTH BEND, INDIANA, REDEVELOPMENT DISTRICT

Re:

**CITY OF SOUTH BEND, INDIANA
(BEACON HEIGHTS PROJECT)**

Dated as of July 1, 2026

FUNDING AND REIMBURSEMENT AGREEMENT

This FUNDING AND REIMBURSEMENT AGREEMENT, is made and entered into as of July 1, 2026 (the "Agreement") by and between the CITY OF SOUTH BEND, INDIANA (the "City"), a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the "State"), and the SOUTH BEND REDEVELOPMENT COMMISSION (the "Redevelopment Commission"), as governing body of the CITY OF SOUTH BEND REDEVELOPMENT DISTRICT, a special taxing district duly organized and validly existing under the laws of the State of Indiana (the "District").

WHEREAS, Indiana Code 36-7-11.9 and 36-7-12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the City to make direct loans to users or developers (each as defined under the Act) for the cost of acquisition, construction, or installation of economic development facilities, with such loans to be secured by the pledge of one or more taxable or tax-exempt debt obligations of the users or developers, for diversification of economic development and promotion of job opportunities in or near such City and vests the City with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, the City, upon finding that the Project (as hereinafter defined) and the proposed financing of the construction thereof will create additional employment opportunities in the City; will benefit the health, safety, morals, and general welfare of the citizens of the City and the State; and will comply with the purposes and provisions of the Act, adopted an ordinance approving a loan to Beacon Apartments Preservation LLC, an Indiana limited liability company (the "Borrower"); and

WHEREAS, the City intends to make a direct loan to the Borrower, pursuant to the provisions of the Act, this Agreement, and the Financing and Loan Agreement, dated as of July 1, 2026, between the City and the Borrower (the "Loan Agreement"), all for the purpose of financing a portion of the Project; and

WHEREAS, pursuant to Indiana Code 36-7-14-39(b)(4), the Redevelopment Commission may use certain incremental property taxes to reimburse the City for expenditures (including loans) made for local public improvements (which include buildings and all expenses reasonably incurred in connection with the acquisition and redevelopment of property) that are physically located in or physically connected to the Allocation Area (as defined herein); and

WHEREAS, pursuant to Resolution No. 3672, adopted by the Redevelopment Commission on June 11, 2026, a copy of which is attached hereto as Exhibit A (the "Authorizing Resolution"), the Commission has authorized the use of Tax Increment Revenues (as defined herein), in the total amount of not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) from moneys then currently on deposit in the Allocation Fund (as defined herein), in order to reimburse the City for expenditures made, or to be made, to finance a portion of the Project costs.

NOW THEREFORE, in consideration of the premises, the covenants and agreements hereinafter contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District hereby agree and covenant.

(End of Recitals)

ARTICLE I.

DEFINITIONS AND EXHIBITS

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

“Act” means, collectively, Indiana Code 36-7-11.9, Indiana Code 36-7-12, Indiana Code 36-7-14, and Indiana Code 36-7-25, each as amended.

“Allocation Area” means the River West Development Area Allocation Area previously established by the Redevelopment Commission within the River West Development Area in accordance with Indiana Code 36-7-14-39 for the purposes of capturing incremental *ad valorem* real property taxes levied and collected on all taxable property in such allocation area.

“Allocation Fund” means the River West Development Area Allocation Area Allocation Fund established under Indiana Code 36-7-14 for the Tax Increment Revenues collected in the Allocation Area.

“Authorizing Resolution” shall have the meaning set forth in the recitals hereof.

“Borrower” means Beacon Apartments Preservation LLC, an Indiana limited liability company, duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana, or any successors thereto.

“City” means the City of South Bend, Indiana, a municipal corporation duly organized and validly existing under the laws of the State.

“Costs of Construction” means the costs of providing for an “economic development facility” as defined and set forth in the Act, including any legal, accounting, management, program or consulting fees and expenses of the Borrower, the City or the District, and any other costs permitted under the Act related thereto.

“Development Agreement” means the Development Agreement, dated as of July 1, 2026, by and between the Borrower, the City and the Redevelopment Commission.

“District” means the Redevelopment District of the City.

“Loan” means the loan from the City to the Borrower in the original aggregate principal amount of not to exceed \$1,250,000, which will be made under the terms of the Loan Agreement, the proceeds of which will be used by the Borrower to pay a portion of the Costs of Construction for the Project.

“Loan Agreement” means the Financing and Loan Agreement, dated as of July 1, 2026, between the City and the Borrower.

“Project” means the construction, renovation and/or rehabilitation of up to one hundred seventy-four (174) affordable housing rental units in the existing Beacon Heights development in the River West Development Area in the City, with an approximate total redevelopment cost of Forty-Seven Million Dollars (\$47,000,000) including a private investment of no less than Forty-Seven Million Dollars (\$47,000,000) to be expended by the Borrower.

“Project Fund” means the Project Fund established and held by the City or by a financial institution or custodian selected by the City for such purpose, as the case may be, for purposes of paying Costs of Construction of the Project.

“Redevelopment Commission” means the South Bend Redevelopment Commission, governing body of the District.

“River West Development Area” means the economic development area within the District previously established by the Redevelopment Commission in accordance with Indiana Code 36-7-14.

“State” means the State of Indiana.

“Tax Increment Revenues” means the property tax proceeds received by the Redevelopment Commission which are derived from the assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in Indiana Code 36-7-14-39(b)(1) and Indiana Code 36-7-14-39(b)(2), as such statutory provision exists on the date of execution of this Agreement.

Section 1.2. Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement.

Exhibit A. Copy of Authorizing Resolution.

(End of Article I)

ARTICLE II.

REPRESENTATIONS; LOAN TO BORROWER

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

(a) The City is a municipal corporation organized and existing under the laws of the State of Indiana. Under the provisions of the Act, the City is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. City has been duly authorized to execute and deliver this Agreement. City agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) Concurrently with the execution and delivery of the Loan Agreement and this Agreement, the City agrees to make the Loan to the Borrower (upon the District making funds available to simultaneously reimburse the City for such purpose in accordance with the terms of this Agreement) for the purpose of financing a portion of the Costs of Construction for the Project, in order to create additional employment opportunities in the City and to benefit the health, safety, morals and general welfare of the citizens of the City and the State.

Section 2.2. Representations by Redevelopment District. The Redevelopment Commission, governing body for the District, represents and warrants that:

(a) The Redevelopment Commission is the governing body of the District, which is a special taxing district organized and existing under the laws of the State of Indiana. Under the provisions of the Act, the Redevelopment Commission is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Redevelopment Commission has been duly authorized to execute and deliver this Agreement. The Redevelopment Commission agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) In order to simultaneously reimburse the City for its costs incurred, or to be incurred, in providing the Loan pursuant to Section 2.3 of the Loan Agreement to finance a portion of the Costs of Construction for the Project, the Redevelopment Commission agrees that it will consider appropriations from the Tax Increment Revenues then currently on deposit in the Allocation Fund for the purpose of paying to, or upon the order of, the City for depositing into the Project Fund, with the sum of such appropriations not to exceed an aggregate principal amount equal to One Million Two Hundred Fifty Thousand Dollars (\$1,250,000).

(c) The Redevelopment Commission acknowledges and agrees that the Loan being made by the City to the Borrower is subject to forgiveness in the sole discretion of the City and upon the Borrower's satisfaction of certain conditions set forth in Section 4.3 of the Loan Agreement.

(End of Article II)

ARTICLE III.

MISCELLANEOUS PROVISIONS

Section 3.1. Supplements and Amendments to this Agreement. The Borrower, the City and the District may from time to time, upon the written agreement of all parties hereto, enter into such supplements and amendments to this Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof, which consent and agreement to such supplement or amendment hereto may be withheld in the sole discretion of any party.

Section 3.2. Agreement for Benefit of Parties Hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, and their successors and assigns, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, and their successors and assigns.

Section 3.3. Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 3.4. Counterparts. This Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 3.5. Governing Law. It is the intention of the parties hereto that this Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the laws of the State of Indiana.

(End of Article III)

IN WITNESS WHEREOF, the City and the Redevelopment Commission, acting for and on behalf of the District, have caused this Agreement to be executed in their respective names, and the City and the Redevelopment Commission, acting for and on behalf of the District, have caused their corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF SOUTH BEND, INDIANA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF SOUTH BEND
REDEVELOPMENT DISTRICT, acting by
and through the SOUTH BEND
REDEVELOPMENT COMMISSION

President

Attest:

Secretary

*Signature Page to the Funding and Reimbursement Agreement, dated as of July 1, 2026, between
the City of South Bend, Indiana and
the City of South Bend, Indiana, Redevelopment District*

EXHIBIT A

Copy of Authorizing Resolution

Jun 9, 2026

Bianca Tirado
City Clerk, South Bend, IN

June 09, 2026

TO:

Ms. Karen White, Councilperson At-Large
Chair, South Bend Common Council Residential Neighborhoods Committee

A Resolution Acknowledging the History of Racial Discrimination, Environmental Harm, Disinvestment, and Industrial Pollution Impacting the LaSalle Park Neighborhood in the City of South Bend, Indiana

Dear Councilwoman White,

Please accept this letter in support of the attached resolution entitled, "A Resolution of the South Bend Common Council Acknowledging the History of Racial Discrimination, Environmental Harm, Disinvestment, and Industrial Pollution Impacting the LaSalle Park Neighborhood, and Formally Apologizing to the Residents and Families of the Community."

This resolution is respectfully requested to be acted upon during the Residential Neighborhoods Committee meeting and during the South Bend Common Council meeting on Monday, June 22, 2026.

This resolution is specific to LaSalle Park Neighborhood in the city of South Bend, Indiana because of the neighborhood's unique history as a primarily historically Black community that has contributed greatly to South Bend while experiencing decades of racial discrimination, housing segregation, redlining, environmental harm, industrial pollution, and public disinvestment. Generations of LaSalle Park residents have raised concerns regarding environmental contamination, neighborhood conditions, and unequal treatment, making formal recognition of this history an important step toward accountability and healing.

We respectfully request that the Residential Neighborhoods Committee review and act upon this special resolution acknowledging LaSalle Park's history and formally apologizing to past, present and future residents and families impacted by these harms. This resolution represents a commitment to truth, to reconciliation, to environmental justice, and to building a stronger relationship between the City of South Bend and historically impacted communities.

With Gratitude,

Oliver Davis

Dr. Oliver Davis, Councilman At-Large

Sherry Bolden-Simpson

Sherry Bolden-Simpson, Councilperson - 5th District

Jun 9, 2026

Bianca Tirado
City Clerk, South Bend, IN

BILL NO. 26-16

RESOLUTION NO. _____

A RESOLUTION OF THE SOUTH BEND COMMON COUNCIL ACKNOWLEDGING THE HISTORY OF RACIAL DISCRIMINATION, ENVIRONMENTAL HARM, DISINVESTMENT, AND INDUSTRIAL POLLUTION IMPACTING THE LASALLE PARK NEIGHBORHOOD, AND FORMALLY APOLOGIZING TO THE RESIDENTS AND FAMILIES OF THE COMMUNITY

WHEREAS, the LaSalle Park Neighborhood in the City of South Bend has historically been home to a significant Black community that contributed greatly to the social, cultural, political and economic life of the city; and

WHEREAS, residents of the LaSalle Park Neighborhood experienced decades of racial discrimination, redlining, unequal public investment, housing segregation, and environmental injustice that negatively impacted the health, safety, stability, social and economic opportunities of the community; and

WHEREAS, industrial dumping, contamination, and pollution associated with nearby industrial activity caused longstanding concerns regarding environmental quality, public health, and neighborhood wellbeing in and around the LaSalle Park and Beck's Lake area; and

WHEREAS, generations of residents raised concerns regarding environmental contamination, neighborhood decline, public disinvestment, and unequal treatment, while often feeling unheard or excluded from decision-making processes affecting their community; and

WHEREAS, redlining, racial covenants, and unfair loan practices relegated Black people to certain areas of the city, including LaSalle Park; and

WHEREAS, other governmental bodies and officials in our region of Indiana have formally acknowledged and/or apologized for histories of racial discrimination, including the City of Goshen, Indiana's 2015 resolution recognizing its history as a "sundown town," where people of color faced threats of harm after sunset, and the unanimous 2020 declaration by the St. Joseph County Board of Health recognizing racism as a public health crisis; and

WHEREAS, by passage of this resolution, the City of South Bend joins similar efforts lead by Mayors and local leaders across the United States in cities like Evanston (Illinois), Chicago (Illinois), Asheville (North Carolina), Boston (Massachusetts), Kansas City (Missouri), San Francisco (California), Tulsa (Oklahoma), among others, in acknowledging harms committed against Black communities and seeking forms of repair; and

WHEREAS, the City of South Bend recognizes the importance of acknowledging historical harms and the lasting impacts of environmental racism and systemic inequities on Black residents; and

WHEREAS, acknowledging historical injustice is an important step toward healing, accountability, reconciliation, and building a more just and equitable future for all residents.

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH BEND COMMON COUNCIL:

SECTION I. The South Bend Common Council formally acknowledges the history of racial discrimination, redlining, environmental harm, disinvestment, and industrial pollution impacting the LaSalle Park Neighborhood and its residents.

SECTION II. The South Bend Common Council formally apologizes to the past and present residents and families of the LaSalle Park Neighborhood for the harms caused by policies, practices, and decisions that contributed to intended and unintended racial inequities, environmental injustice, and community disinvestment.

SECTION III. The South Bend Common Council reaffirms its commitment to advancing equity, environmental justice, community health, and meaningful engagement with residents of historically harmed neighborhoods.

SECTION IV. The Office of the South Bend City Clerk is directed to provide copies of this Resolution to relevant city departments, community organizations, and neighborhood representatives connected to the LaSalle Park Neighborhood and beyond.

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the ____ day of _____, 2026, at _____ o'clock .m.

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

Approved and signed by me on the _____ day of _____, 2026, at ____ o'clock
____.m.

James Mueller, Mayor
City of South Bend, Indiana

26-17



CITY OF SOUTH BEND

DEPARTMENT OF PUBLIC WORKS

June 22, 2026

Filed in Clerk's Office

Hon. Canneth Lee
President, South Bend Common Council
3rd Floor – South Bend City Hall
South Bend, IN 46601

Jun 16, 2026

Bianca Tirado
City Clerk, South Bend, IN

Re: Resolution Requesting Approval for the Purchase of 2950 Lathrop Street

Dear President Lee:

Attached is a resolution for consideration by the South Bend Common Council (“Council”) requesting authorization from Council for the Board of Public Works to pursue the acquisition of right of way parcels at 2950 Lathrop Street, South Bend, IN, (“Property”). The Board of Works intends to follow the statutory framework set forth under IC 36-1-10.5-5 to purchase the Property.

The City of South Bend Department of Public Works is performing a Road Reconstruction Project beginning at the Intersection of Bendix Drive and Voorde Drive, and continuing North to approximately 0.1 miles north of Lathrop Road in South Bend, Indiana. The project is scheduled to be ready for contracts on December 30, 2026, subject to revision. The purpose of the project is to improve the condition of the pavement and to improve the connectivity of pedestrian facilities, by reconstructing Bendix Drive from 4 lanes to 3 lanes, the addition of a multi-use path and installation of storm sewer.

I will present the resolution to Council at its upcoming meeting. As always, thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Horvath', is written over a light blue horizontal line.

Eric Horvath
Director of Public Works

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

1316 County-City Building | 227 W. Jefferson Blvd. | South Bend, Indiana 46601 | p 574.235.9251 | f 574.235.9171 | www.southbendin.gov

Jun 16, 2026

Bianca Tirado
City Clerk, South Bend, IN

BILL NO. 26-17

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,
INDIANA, APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT
2950 LATHROP ST, SOUTH BEND, INDIANA

WHEREAS, on June 23, 2026, the Board of Public Works of the City of South Bend, Indiana (the "Board"), is expected to vote on a Resolution, attached hereto as Exhibit 1, recommending the purchase of real estate located at 2950 Lathrop St, South Bend, Indiana (the "Property"), which will include copies of the two requisite appraisals in accordance with Ind. Code 36-1-10.5;

WHEREAS, pursuant to Ind. Code 36-1-10.5-5 (1), the South Bend Common Council desires to declare and affirm its interest in the purchase of the Property and to approve the Board's purchase of the Property in accordance with Ind. Code 36-1-10.5.

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

Section I. The City of South Bend Common Council hereby declares and affirms its interest in the purchase of the Property and approves and authorizes the Board, and or its designee, to secure the purchase of the Property in accordance with LC. 36-1-10.5.

Section II. This Resolution shall be in full force and effect from and after its adoption by the Common Council and approval by the Mayor.

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the ____ day of _____, 2026, at _____ o'clock .m.

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

Approved and signed by me on the ____ day of _____, 2026, at ____ o'clock ____m.

James Mueller, Mayor
City of South Bend, Indiana

EXHIBIT 1.

Board of Public Works Resolution

RESOLUTION NO. 22-2026

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF SOUTH BEND,
INDIANA, REGARDING THE PURCHASE OF REAL PROPERTY LOCATED AT 2950
LATHROP ST., SOUTH BEND, INDIANA**

WHEREAS, the City of South Bend, Indiana, Board of Public Works (the “Board”) has custody of and may maintain all real property owned by the City of South Bend, Indiana (the “City”) pursuant to I.C. 36-9-6-3; and

WHEREAS, the City, acting by and through the Board, may purchase land or structures in accordance with the procedure stated in I.C. 36-1-10.5; and

WHEREAS, on June 22, 2026 the South Bend Common Council approved Resolution _____ pursuant to I.C. 36-1-10.5-5(1), and the Board now intends to purchase the real property located at 2950 Lathrop St., South Bend, Indiana, and more particularly described in attached Exhibit A (the “Property”); and

WHEREAS, the Board has obtained two (2) appraisals of the fair market value of the Property, attached hereto as Exhibit B, and provided copies of each to the South Bend Common Council in accordance with I.C. 36-1-10.5-5(2); and

WHEREAS, the Board believes it is in the best interest of the City and its residents to purchase the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF SOUTH BEND, INDIANA, AS FOLLOWS:

1. The Board hereby appoints both Ms. Erin Michaels, employee of the Department of Community Investment and Hannah Youngs, Right of Way agent at DLZ, as the Board’s authorized representative in pursuing the purchase of the Property and delegates all necessary authority to serve jointly in the Board’s place as purchasing agent under I.C. 36-1-10.5.

2. The Board hereby approves and will execute simultaneously with this Resolution the form of purchase agreement attached hereto as Exhibit C. The Board instructs its designees to deliver a signed copy of the purchase agreement to the owner of the Property.

3. The Board acknowledges that its authority to consummate the purchase of the Property, including the authority hereby delegated to the designees, is expressly conditioned upon South Bend Common Council's approval of the purchase in accordance with I.C. 36-1-10.5-5(1).

4. This Resolution shall be in full force and effect upon its adoption.

ADOPTED at a meeting of the Board of Public Works of the City of South Bend, Indiana held on _____, at 215 S. Dr. Martin Luther King Jr. Boulevard Suite 300, South Bend, Indiana 46601.

CITY OF SOUTH BEND
BOARD OF PUBLIC WORKS

Elizabeth A. Maradik, President

Joseph R. Molnar, Vice President

Murray L. Miller, Member

Abigail E. Magas, Member

Breana N. Micou, Member

ATTEST:

Hillary R. Horvath, Clerk

EXHIBIT A

Description of the Property

Parcel Key No. 018-2109-4060

State ID: 71-03-34-101-001.000-026

Legal Description: S Sw1/4 Nw1/4 Cont Apprx 100 Acres Sec 34-38-2e

Commonly Known as 2950 Lathrop St

EXHIBIT B

Real Estate Appraisals

[See attached.]

EXHIBIT C

Real Estate Purchase Agreement

26-18



City of South Bend Common Council "

300 City Hall • 215 S. Martin Luther King, Jr. Blvd.
South Bend, Indiana 46601

June 17, 2026

Canneth Lee
President

Sheila Niezgodski
Vice President

Ophelia Gooden-Rodgers
Chairperson, Committee
of the Whole

Canneth Lee
First District

Ophelia Gooden-Rodgers
Second District

Sharon L. McBride
Third District

Dr. Heidi Beidinger
Fourth District

Sherry Bolden-Simpson
Fifth District

Sheila Niezgodski
Sixth District

Dr. Oliver Davis
At Large

Rachel Tomas Morgan
At Large

Karen L. White
At Large

Chairperson Karen White

Residential Neighborhoods Committee

South Bend Common Council

3rd Floor, South Bend City Hall

South Bend, IN 46601

Filed in Clerk's Office

Jun 17, 2026

Bianca Tirado
City Clerk, South Bend, IN

Re: A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, FORMALLY ACCEPTING THE HISTORICAL SECTIONS OF THE FINAL REPORT OF THE REPARATORY JUSTICE COMMISSION AND THE HISTORY OF RACIAL DISCRIMINATION AGAINST BLACK RESIDENTS DOCUMENTED THEREIN, ACKNOWLEDGING THE ANALYSES AND RECOMMENDATIONS SECTIONS OF THE REPORT FOR PURPOSES OF POLICY DISCUSSIONS, AND ISSUING A FORMAL APOLOGY FROM THE COMMON COUNCIL AND ON BEHALF OF THE CITY OF SOUTH BEND

Dear Chairperson White:

I am submitting this proposed resolution for Council consideration of the next step following presentation of the Reparatory Justice Commission final report. This resolution formally accepts the historical sections of the report and directs that they be made a part of the official City record.

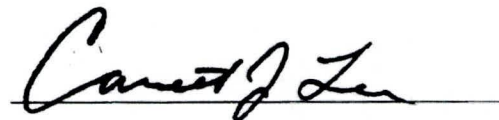
The resolution also acknowledges the analyses and recommendations of the report to be used in future discussions to facilitate policies and legislation for the benefit of all residents of South Bend.

Finally, the resolution apologizes to the Black residents of the City of South Bend, past and present, for the history of discrimination and for the harms it has caused.

I ask for this proposed resolution to be placed on the agenda for consideration by the Residential Neighborhoods Committee at its June 22, 2026, meeting and the full Council meeting later that same evening.

Thank you for your consideration.

Sincerely yours,

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

Canneth Lee, President, South Bend
Common Council



Jun 17, 2026

Bianca Tirado
City Clerk, South Bend, IN

BILL NO. 26-18

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, FORMALLY ACCEPTING THE HISTORICAL SECTIONS OF THE FINAL REPORT OF THE REPARATORY JUSTICE COMMISSION AND THE HISTORY OF RACIAL DISCRIMINATION AGAINST BLACK RESIDENTS DOCUMENTED THEREIN, ACKNOWLEDGING THE ANALYSES AND RECOMMENDATIONS SECTIONS OF THE REPORT FOR PURPOSES OF POLICY DISCUSSIONS, AND ISSUING A FORMAL APOLOGY FROM THE COMMON COUNCIL AND ON BEHALF OF THE CITY OF SOUTH BEND

WHEREAS, on September 25, 2023, the Common Council of the City of South Bend established the Reparatory Justice Commission to examine the history of racial discrimination against Black residents of South Bend and to recommend measures by which the City might repair the documented harms of that history; and

WHEREAS, the Commission, composed of community members with expertise across housing, employment, education, health, civil rights, and public service conducted eighteen months of research, public testimony, archival inquiry, and community engagement; and

WHEREAS, the Commission produced a final report of 138 pages documenting an extensive history of racial discrimination in economic opportunity & employment, housing, education, health & mental health, policing & criminal justice system, sustained over more than a century, and identified sixty-two specific recommendations for the City, the Common Council, allied institutions, and community partners; and

WHEREAS, the historical record the Commission has compiled draws on official municipal records, federal and state archives, scholarly research, and the lived testimony of South Bend residents whose families experienced the harms documented therein; and

WHEREAS, this Council recognizes that an accurate account of the City's history is the foundation on which any honest reparative efforts must build from; and

WHEREAS, the Commission's analyses and recommendations represent a substantive framework for further discussions from which the work of repair, with the Common Council and the administration of the City of South Bend, along the South Bend Community School Corporation, the Housing Authority of South Bend, the St. Joseph County Health Department, area hospitals and universities, faith communities, philanthropic institutions, and the broader business community bear collective and shared responsibility for the implementation of policies and legislation within the bounds of the Constitution and applicable law to benefit all residents.

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

SECTION I. The Common Council formally accepts the historical sections of the final report of the Reparatory Justice Commission and enters them into the permanent public record of the City of South Bend.

SECTION II. The Common Council acknowledges, on behalf of the City of South Bend, the history of racial discrimination documented in the report — in economic opportunity & employment, housing, education, health & mental health, policing & criminal justice system — sustained over more than a century.

SECTION III. On behalf of the City of South Bend, the Common Council apologizes to the Black residents of the City of South Bend, past and present, for that history and for the harms it has caused.

SECTION IV. The Common Council expresses its gratitude to the members of the Reparatory Justice Commission for their work, to the community members whose testimony made that work possible, to former Council President Sharon McBride for empaneling the Commission, and to Council President Canneth Lee for shepherding the report to its current place among the historical documents of the City of South Bend.

SECTION V. The Common Council commits to preserving the Commission's final report, supporting documentation, and historical research as a permanent public record, including through a dedicated public website to be developed in partnership with the St. Joseph County Public Library and the Indiana University South Bend Civil Rights Heritage Center.

SECTION VI. The Common Council calls upon the administration of the City of South Bend to act upon the analyses and recommendations of the report as a framework for discussions and for the implementation of policies and legislation within its executive authority and within the limits of all federal & state laws and Constitutions, and in coordination with the Common Council, and to report periodically the Common Council and the public on the implementation of those actions.

SECTION VII. The Common Council recognizes that the work of repair extends beyond the authority of any single body or branch of city government, and calls upon the South Bend Community School Corporation, the Housing Authority of South Bend, the St. Joseph County Health Department, area hospitals and universities, faith communities, philanthropic institutions, and the broader business community to engage with the Commission's recommendations as bases for further discussions and implementation of policies and legislation within their respective spheres of responsibility.

SECTION VIII. This Resolution shall take effect upon passage by the South Bend Common Council and approval by the Mayor.

Dated this 22nd day of June 2026

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the ____ day of _____, 2026, at _____ o'clock .m.

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

Approved and signed by me on the ____ day of _____, 2026, at ____ o'clock
____.m.

James Mueller, Mayor
City of South Bend, Indiana



26-19

City of South Bend Common Council

300 City Hall • 215 S. Martin Luther King, Jr. Blvd.
South Bend, Indiana 46601

June 17, 2026

Canneth Lee
President

Sheila Niezgodski
Vice President

Ophelia Gooden-Rodgers
Chairperson, Committee
of the Whole

Canneth Lee
First District

Ophelia Gooden-Rodgers
Second District

Sharon L. McBride
Third District

Dr. Heidi Beidinger
Fourth District

Sherry Bolden-Simpson
Fifth District

Sheila Niezgodski
Sixth District

Dr. Oliver Davis
At Large

Rachel Tomas Morgan
At Large

Karen L. White
At Large

South Bend Common Council
3rd Floor, South Bend City Hall
South Bend, IN 46601

Filed in Clerk's Office

Jun 17, 2026

Bianca Tirado
City Clerk, South Bend, IN

Re: A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, APPOINTING AN AGENT/NEGOTIATOR AND AN ADVISORY COMMON COUNCIL NEGOTIATING TEAM TO REPRESENT THE COMMON COUNCIL IN THE UPCOMING SOUTH BEND FRATERNAL ORDER OF POLICE LODGE #36 NEGOTIATIONS

Dear Chairperson Niezgodski:

FOP Lodge # 36 has notified the City of its intent to renegotiate its collective bargaining agreement with the City. This proposed Resolution names our attorney, Bob Palmer, as the Council's Agent/Negotiator on behalf of the Common Council. The resolution also names a Common Council Advisory Team consisting of Rachel Tomas Morgan, Vice President Sheila Niezgodski and President Canneth Lee to represent the Council during negotiations.

I ask for this proposed resolution to be placed on the agenda for consideration by the Personnel & Finance Committee at its June 22, 2026, meeting and the full Council meeting later that same evening.

Thank you for your consideration.

Sincerely yours,

Canneth Lee, President, South Bend
Common Council

Jun 17, 2026

Bianca Tirado
City Clerk, South Bend, IN

BILL NO. 26-19
RESOLUTION NO. _____

**A RESOLUTION OF THE COMMON COUNCIL
OF THE CITY OF SOUTH BEND, INDIANA, APPOINTING
AN AGENT/NEGOTIATOR AND AN ADVISORY COMMON COUNCIL
NEGOTIATING TEAM TO REPRESENT THE COMMON COUNCIL
IN THE UPCOMING SOUTH BEND FRATERNAL ORDER OF POLICE LODGE #36
NEGOTIATIONS**

WHEREAS, the Board of Public Safety is the administrator of the Police Department and has the “exclusive control over all matters and property relating” to it and the authority to adopt the rules governing the Police Department pursuant to Indiana Code §36-8-3-2; and

WHEREAS, pursuant to Indiana Code §36-8-3-3(d), the Common Council has the exclusive authority to fix by ordinance the annual compensation for all members of the South Bend Police Department and other appointees by the Board of Public Safety until November 1, 2026; and

WHEREAS, such ordinance may grade the members of the Police Department and regulate their pay by rank as well as by length of service; and

WHEREAS, the 2026 Collective Bargaining Agreement between the City of South Bend and the South Bend Fraternal Order of Police Lodge #36 will expire at 11:59 p.m. on December 31, 2026; and

WHEREAS, the Common Council desires to appoint a Chief Negotiator and an advisory Common Council Negotiating Team to represent it and to provide updates during executive sessions called for the purpose of discussing strategy with regard to collective bargaining pursuant to Indiana Code §5-14-1.5-6.1(b)(2)(A); and

WHEREAS, the Advisory Common Council Negotiating Team shall not be considered a “governing body” or “public agency” under Indiana Code §5-14-1.5-2; and

WHEREAS, the Common Council believes that this Resolution is in the best interests of promoting positive and harmonious labor negotiations.

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

Section I. The Common Council of the City of South Bend, Indiana hereby appoints Robert J. Palmer as its Agent for the upcoming labor negotiations with the South Bend Fraternal Order of Police Lodge #36. Mr. Palmer shall be the Common Council’s Chief Spokesperson and Negotiator concerning all matters related to the Common Council’s right to establish the compensation of the Police Department by ordinance. The Common Council also appoints as an advisory Common Council Negotiating Team, Council members, Rachel Tomas Morgan, Sheila Niezgodski, and Canneth Lee.

Section II. This Resolution shall be in full force and effect from this date until an ordinance regarding the Police Department's compensation is passed by the Common Council.

Dated this 22nd day of June 2026.

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the ____ day of _____, 2026, at ____ o'clock __m.

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

Approved and signed by me on the ____ day of _____, 2026, at ____ o'clock ____m.

James Mueller, Mayor
City of South Bend, Indiana

City of South Bend

BOARD OF ZONING APPEALS

June 16, 2026

Honorable Dr. Oliver Davis
3rd Floor, City Hall
South Bend, IN 46601

Filed in Clerk's Office

Jun 16, 2026

Bianca Tirado
City Clerk, South Bend, IN

RE: Special Exception 2404 W. Western

Dear Committee Chair Dr. Davis:

Enclosed is an Ordinance for the proposed Special Exception at the above-mentioned location. Please include the attached Ordinance on the Council agenda for **first reading** at your **June 22, 2026**, Council meeting and set it for public hearing at your **July 13, 2026**, Council meeting. The petition is tentatively scheduled for public hearing at the July 6, 2026, South Bend Board of Zoning Appeals meeting. The staff report and recommendation of the South Bend Board of Zoning Appeals will be forwarded to the Office of the City Clerk by noon on the Wednesday following the public hearing.

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

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

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

Sincerely,



Brian Killen
Zoning Administrator

CC: Bob Palmer

Jun 16, 2026

Bianca Tirado
City Clerk, South Bend, IN

BILL NO. 38-26

ORDINANCE NO. _____

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND,
INDIANA, APPROVING A PETITION OF THE ADVISORY BOARD OF ZONING
APPEALS FOR THE PROPERTY LOCATED AT 2404 W. WESTERN
COUNCILMANIC DISTRICT NO. 6 IN THE CITY OF SOUTH BEND, INDIANA**

STATEMENT OF PURPOSE AND INTENT

Request a Special Exception to allow a parking lot

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

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

2404 W. Western Avenue

In order to permit a parking lot.

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

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

1. The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience, or general welfare;
2. The proposed use will not injure or adversely affect the use of adjacent area of property values therein;
3. The proposed use will be consistent with the character of the district in which it is located, and the land uses authorized therein;
4. The proposed use is compatible with the recommendations of the City of South Bend Comprehensive Plan;

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

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

Canneth J. Lee, Council President
South Bend Common Council

Attest:

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

Presented by me, the undersigned Clerk of the City of South Bend, to the Mayor of the City of South Bend, Indiana on the ____ day of _____, 2026, at ____ o'clock __.m.

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

Approved and signed by me on the ____ day of _____, 2026, at ____ o'clock ____m.

James Mueller, Mayor
City of South Bend, Indiana

City of South Bend
BOARD OF ZONING APPEALS

215 S Dr. Martin Luther King Jr Blvd - Suite
500, South Bend, IN 46601
zoning@southbendin.gov

Petition for Variance - Special Exception

Property Information

Tax Key Number: 018-4024-0817

Address: 2404 Western Avenue South Bend IN. 46619

Owner: Muhammed Akram

Zoning: NC Neighborhood Center



Project Summary:

Rezone property allow continued use as parking lot

Filed in Clerk's Office

Jun 16, 2026

Bianca Tirado
City Clerk, South Bend, IN

Requested Action

- Special Exception/ Use Variance – *complete and attach Criteria for Decision Making*
Use requested: Parking lot variance
- Variance(s) - *List variances below, complete and attach Criteria for Decision Making*
Variance(s) requested:
Use as parking lot.

Required Documents

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

Criteria for Decision Making

Special Exception - *if applicable*

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

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

The site is currently used as a parking lot, it was previously an automotive repair facility and the building has been removed.

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

Site is currently in use as a parking lot.

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

Neighboring establishments have previously and are currently using the location as a parking lot.

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

Parking is needed for the area businesses as there is limited street parking available.

Criteria for Decision Making

Variance(s) - *if applicable*

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

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

As previously stated, this site is currently being used as a parking lot.

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

The neighboring businesses are already using this lot for parking.

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

To restrict use of this property as a parking lot will force neighboring businesses to use street parking or fill other business's lots.

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

This property has historically been used as parking by local customers and residents.

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

This property has historically been used as parking by local customers and residents.

Contact Information

Property owner(s) of the petition site:

Name: Muhammad U. Akram

Address: 52227 Evarad Dr. Granger IN 46530

Name: _____

Address: _____

Name: _____

Address: _____

Contact Person:

Name: Muhammad U. Akram

Address: 52227 Evarad Dr. Granger IN

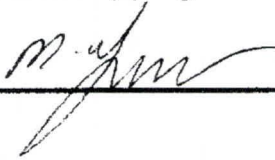
Phone Number: 574-210-2672

E-mail: Akram1@outlook.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:

 _____
