AGENDA

November 18, 2013

Meetings of Standing Committees
Council Conference Room
6:45 P.M.

REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL
COUNCIL CHAMBERS/CITY HALL
7:00 P.M.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Approval of the Minutes of the Previous Regular Meeting

11-06-2013

5. Petitions, Communications, Remonstrance and Memorials

A letter from the City Plan Commission regarding recommendations from their November 12, 2013 meeting.

6. Report of Special Committee

7. Ordinances on First Reading

P.O. NO. 2013-50 Transfer Funds - Police Dept. $8,000.00

P.O. NO. 2013-51 Rezone from C-7 Automobile Oriented Restaurant Commercial to R-1 Single Family Residential - 1019 West Marion Street

P.O. NO. 2013-52 Amend the PUD to allow a Members-Only Retail Warehouse - 500-700 Block East University Drive

P.O. NO. 2013-53 Transfer Funds - Street Dept. $34,700.00

P.O. NO. 2013-54 Additional Funds - Controller - $633,000.00

8. Resolutions

R2013-23 Motor Fuel Hedge Fund for 2014

9. Ordinances on Second Reading

P.O. NO. 2013-49 Revised Electric Rates and Charges (Assigned to Budget and Finance Committee)

10. Privilege of the Floor – Non-Agenda Items

11. Unfinished Business

12. New Business

13. Adjournment

At this time I know of no other business to come before the Council.
Deborah S. Block, IAMC, MMC, City Clerk

REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL
November 6, 2013

Be it remembered that the Common Council of the City of Mishawaka, Indiana met in the Council Chambers of the Mishawaka City Hall on Monday November 6, 2013 at 7:00 p.m. The meeting was called to order by Vice President Ron Banicki and all were asked to stand for the Pledge of Allegiance.

Clerk Block's roll call showed the following:

Roll Call.

Present: Mr. Reisdorf, Mr. Banicki, Mrs. Voelker, Mr. Compton, Mr. Emmons, Mr. Mammolenti, Mr. Bellovich, Mr. Bilancio, Mr. Roggeman.

Others present; Mary Ellen Hazen Chief Deputy I, Linda Dotson Chief Deputy II, and Council Attorney Mike Trippel

The minutes from the October 21, 2013 meeting were approved as received from the Clerk's Office.

Clerk Block presented the following Appeals and Petitions to the Council, who referred them to the Plan Commission for their recommendation

APPEAL 2013-47	Use Variance to allow outside storage 1216 West 8th Street Clerk Block read a letter from the Plan Commission Regarding their Recommendations from their October 8, 2013 meeting.
PETITION 2013-39	Rezone from C-7 Automobile Oriented Restaurant Commercial to R-1 Single Family Residential – 1019 West Marion Street.
PETITION 2013-40	Amend the PUD to allow a members-only retail Warehouse 500-700 Block East University Drive

The following proposed ordinances were given first reading, and assigned to committee, to be set for public hearing at the next regular meeting.

PROPOSED ORDINANCE NO. 2013-49

AN ORDINANCE ESTABLISHING A SECHEDULE OF RATES AND CHARGES FOR ELECTRIC ENERGY AND SERVICES RENDERED BY THE MISHAWAKA UTILITIES ELECTRIC DEPARTMENT

(Revised Electric Rate and Charges)
Assigned to Budget and Finance Committee

Clerk Block read **PROPOSED ORDINANCE NO. 2013-45** opening it for public hearing.

PROPOSED ORDINANCE NO. 2013-45

AN ORDINANCE AMENDING CHAPTER 137, OF THE MUNICIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA, AS FROM TIME TO TIME AMENDED, COMMONLY KNOWN AS "THE ZONI NG ORDINANCE OF 1966" OF THE CITY OF MISHAWAKA, INDIANA
(Rezone from C-1 Commercial to R-1 Single Family – 3614 Lincolnway East)

Ms. Voelker reported the Land Use Planning Committee recommended this proposed ordinance should be adopted and moved for acceptance of same upon a second by Mr. Banicki motion carried.

William D. Morgan 3844 East 3rd Street said this property was zoned commercial; it was a narrow lot with two houses on it. He was requesting to have it rezoned to R-1 Single Family.

Question was called for at 7:08 p.m. on **PROPOSED ORDINANCE NO. 2013-45 the** Vote: Motion carried by unanimous roll call vote (summary: Yes = 9).
Yes: Mr. Reisdorf, Mr. Banicki, Mrs. Voelker, Mr. Compton, Mr. Emmons, Mr. Mammolenti, Mr. Bellovich, Mr. Bilancio, Mr. Roggeman. **Thus it becomes ORDINANCE NO. 5422**

Clerk Block read **PROPOSED ORDINANCE NO. 2013-46** opening it for public hearing.

PROPOSED ORDINANCE NO. 2013-46

AN ORDINANCE AMENDING CHAPTER 137, OF THE MUNICIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA, AS FROM TIME TO TIME AMENDED, COMMONLY KNOWN AS "THE ZONI NG ORDINANCE OF 1966" OF THE CITY OF MISHAWAKA, INDIANA
(Rezone from C-1 Commercial to C-4 Automotive Commercial – 4811 Grape Road)

Mr. Banicki reported the Land Use Planning Committee recommended this proposed ordinance should be adopted and moved for acceptance of same upon a second by Mr. Reisdorf motion carried.

Jeff Ballard, Danch Harner & Associates 1643 Commerce Drive, South Bend, said he was representing Bell Tire out of Michigan an Auto Maintenance and Tire store, who wishes to purchase the Ryan Steak House building and land.

Mr. Banicki asked if Bell Tire was aware of the stop light on Grape Rd. not being lined up with their property and the difficulty of entering and exiting that property. Mr. Ballard said they are aware. Mr. Compton asked if they would be raising the Ryan Steak House building and build new. Mr. Ballard said yes.

Question was called for at 7:11 p.m. on **PROPOSED ORDINANCE NO. 2013-46** the **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 9).
Yes: Mr. Reisdorf, Mr. Banicki, Mrs. Voelker, Mr. Compton, Mr. Emmons, Mr. Mammolenti, Mr. Bellovich, Mr. Bilancio, Mr. Roggeman. **Thus it becomes ORDINANCE NO. 5423**

Clerk Block read **PROPOSED ORDINANCE NO. 2013-47** opening it for public hearing.

PROPOSED ORDINANCE NO. 2013-47

AN ORDINANCE AMENDING CHAPTER 137, OF THE MUNICIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA, AS FROM TIME TO TIME AMENDED, COMMONLY KNOWN AS "THE ZONI NG ORDINANCE OF 1966" OF THE CITY OF MISHAWAKA, INDIANA
(Rezone from C-1 Commercial and R-2 Two Family Residential to R-2 Two Family Residential 3919 Lincolnway East)

Mr. Roggeman reported the Land Use Planning Committee recommended this proposed ordinance should be adopted and moved for acceptance of same upon a second by Mr. Banicki motion carried.

John Piraccini Coldwell Bankers, said this residence is across the street from Twin Branch School, the parents have passed away and the children are trying to sell the property and need it rezoned to an R2 Two Family Residential in order to refinance.

Question was called for at 7:16 p.m. on **PROPOSED ORDINANCE NO. 2013-47** the **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 9).
Yes: Mr. Reisdorf, Mr. Banicki, Mrs. Voelker, Mr. Compton, Mr. Emmons, Mr. Mammolenti, Mr. Bellovich, Mr. Bilancio, Mr. Roggeman. Thus it becomes **ORDINANCE NO. 5424.**

Clerk Block read **PROPOSED ORDINANCE NO. 2013-48** opening it for public hearing.

PROPOSED ORDINANCE NO. 2013-48

AN ORDINANCE DECLARING AN EMERGENCY AND TRANSFERRING AND REAPPROPRIATING FUNDS WITHIN THE BUDGET ADOPTED FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2013
(Transfer Funds – Park Dept. - $111,000.00)

Mr. Mammolenti reported the Budget and Finance Committee recommended this proposed ordinance should be adopted and moved for acceptance of same upon a second by Mr. Banicki motion carried.

Terry Zeller Superintendent of Parks for the City of Mishawaka said he was requesting this transfer to get his department through to the end of the year.

Ms. Voelker thanked Mr. Zeller for the wonderful design on the Riverwalk where it connects at the Hospice site. Mr. Zeller stated Mr. Prince was responsible for that. Mr. Reisdorf complimented Mr. Zeller on the trick or treat night inside at Battell Center. Mr. Zeller said they would be doing it again next year.

Question was called for at 7:19 on **PROPOSED ORDINANCE NO. 2013-48** opening it for public hearing the **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 9). **Yes:** Mr. Reisdorf, Mr. Banicki, Mrs. Voelker, Mr. Compton, Mr. Emmons, Mr. Mammolenti, Mr. Bellovich, Mr. Bilancio, Mr. Roggeman. Thus it becomes **ORDINANCE NO. 5425**

UNFINISHED BUSINESS

Clerk Block read **RESOLUTION NO. 2013-21** opening it for public hearing.

RESOLUTION NO 2013-21

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA INDIANA, MAKING A FINAL DETERMINATION AND CONFIRMING THE DESIGNATION OF AREAS WITHIN THE CITY OF MISHAWAKA, INDIANA, COMMONLY KNOWN AS

126 Mishawaka Avenue and Adjacent Vacant Land

AS AN ECONOMIC REVITALIZATION AREA AND ECONOMIC DEVELOPMENT TARGET AREA FOR PURPOSES OF REAL PROPERTY TAX ABATEMENT FOR

BARAK GROUP, L.L.C. and/or ITS ASSIGNS
(Confirming Resolution – Barak Group, LLC 126 West Mishawaka Avenue,
And surrounding vacant properties)

Dave Wood, Mayor said he was in support of the five year abatement for the Barak Group LLC, fundamentally he feels it is appropriate because it fits in for downtown pedestrian traffic, and a return for the city on the costs for clearing this property over the past decade. He said the Barak Group has become determined to build this project in one phase instead of stages and they feel the market conditions strongly point to the need of this development. Mayor Wood said it has been four years since any development in the downtown area and hopes this sends a message that the City Of Mishawaka was eager to work with new development.

Ken Prince, City Planner stated it was unusual for him to present tax abatement to the council but this was an unusual project. He said this was a down town mixed use, architect friendly, as well as pedestrian friendly. Mr. Prince said both parties have agreed to amend this from a 10 year Tax Abatement to a 5 year. He went on to explain the abatement and benefit of having a 15 million dollar building paying taxes as opposed to letting this land lay vacant as it has over the past decade. Mr. Prince's presentation has been incorporated by reference into these minutes and is on file the Office of the City Clerk with this Resolution.

Mr. Banicki asked about the construction and when would it be taxed and would the abatement start then. Mr. Prince stated the tax and abatement would only be on what was on the property at the time of the assessment.

Mr. Mammolenti thanked Mr. Prince for his presentation saying it answered questions that he had. He asked about the abatement clock, Mr. Prince said the abatement starts when the project was finished.

Mark Merrill, Merrill Pharmacy 606 North Main Street said he has been at this location for 29 years and watched many businesses come and go and as a small business owner he more then welcomes this 15 million dollar complex would only help the businesses in the area.

Richard Deahl, Barnes and Thornburg, 100 North Michigan Street, South Bend, said they were seeking approval of the abatement on the Barak Project and thanked everyone who has worked so hard on this proposal of a 15 million dollar investment.   He said this 150 thousand square feet construction would not only create construction jobs but would also employ 5 to 8 people at the complex.   Mr. Deahl said the retail entity on the ground floor could bring in as much as $200,000 a year, another benefit of this project was the intangible asset, build downtown to frequent shops and to encourage other developers to come in an invest here. Mr. Deahl went on to explain the abatement was not on the land just the improvements.

Mr. Banicki asked if they would be using local workers or bringing in outside contactors. Mr. Deahl said when at all possible they would be using local contractors at a cost competitive rate.

Scott Sivan Architect and Managing Operator for the Barak Group said he was an American but has worked abroad for many years and this was his first experience building in the Midwest. He said he has worked in 10 countries and built in five of them including the United States where he is a licensed Architect. Mr. Sivan said the inherent value was the site itself, the view and the community. He said he has never met so many hospitable people who have been very respectful even during disagreements and feels the long term potential in this community was tremendous and they hope to be here a very long time.

Mr. Banicki asked again if they would be using local contractors and suppliers. Mr. Sivan said absolutely yes as long as they are able to provide the materials and construction requirements local workers provide shorter transportation and therefore reduces costs so the answer is yes to the degree it is possible. .

Jim Cierzniak 1518 Pinetop Trace said they were getting to approve this without knowing what the apartments would be renting for and how much the condos would be selling for. He felt that was important to know before passing this.

Mr. Roggeman said we have grown up with Uniroyal Factory and watched the process for years and as we moved forward looking for development in this area. He said they have been waiting for something to happen down there and did not think it would take this long. Mr. Roggeman said there have been entities come to say they were going to build here but they have never bought into the concept of the city so we have waited for a development like this to come along. He said he would also like to thank Mr. Prince for all of the individual attention he gave the Council in answering questions along the way on this project.

Mr. Banicki thanked Mr. Prince for his stellar job. He said he felt with the amendment to the abatement being reduced from a 10 year abatement to a 5 year it would made all parties happy. Mr. Banicki thanked Mr. Sivan and said there are times when you just have to trust someone at their word, we trust our doctors, your lawyer. He said in checking the internet Mr. Sivan has done some great things and until the time when the trust is broken he was willing to stand hand in hand and make this work. Mr. Banicki thanked the Mayor for stepping up and supporting this and thanked the Barak Group for coming to Mishawaka instead of somewhere else.

Mr. Bellovich thanked Mr. Prince for his presentation and thinks the project would be a shot in the arm for Mishawaka and the businesses here.

Mr. Mammolenti thanked all involved and he felt that Barak Group had done their research and was willing to spend $15,000,000.00.

Mr. Emmons said this was a nice project for the north side of Mishawaka, his problem was with the abatement of 5 years for a total of 8 jobs and Long Term Care got four year abatement and employing 10 to 12 times more jobs at higher salaries. He said when he considers an abatement he looks at higher paying jobs and more jobs then just 5 to 8. Mr. Emmons said he does not understand why an abatement was considered for a company that was willing to build here without one.

Mr. Compton said this TIF District is not holding money back from schools, police, fire anything like that. He said 5 or 6 years ago he would have agreed with Mr. Emmons and said no to the abatement but with the economy being as it is we need the boost and new money is needed with people moving here paying real-estate taxes, sales tax, gas tax in our local stores.

Mr. Roggeman made a motion to delete and replace **RESOLUTION NO. R2013-21** in its entirety with a second from Mr. Reisdorf the motion carried.

Question was called for at 8:30 p.m. on **RESOLUTION NO. R2013-21AA** the **Vote:** Motion passed (**summary:** Yes = 8, No = 1, Abstain = 0).
Yes: Mr. Reisdorf, Mr. Banicki, Mrs. Voelker, Mr. Compton, Mr. Mammolenti, Mr. Bellovich, Mr. Bilancio, Mr. Roggeman. **No:** Mr. Emmons.

Clerk Block read **RESOLULTION NO. R2013-22** opening it for public hearing.

RESOLUTION NO. R2013-22

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, APPROVING A PETTITION OF THE MISHAWAKA BOARD OF ZONING APPEALS FOR THE PROPERTY LOCATED AT:

426 West Sixth Street, Mishawaka, Indiana

(Use Variation to allow a residential unit within a commercial zoned property a parking variance – 426 West 6th Street)

Gary Peden 325 Street Osceola said the property at 426 West 6th Street said this was a small neighborhood coffee shop and they would like to put a small residence in the back of the building. He said it was originally a residence and the coffee shop was added. Mr. Emmons said he was concerned because they have dealt with this property numerous times it has been boarded up and sat vacant for some time, he wishes them well and hopes he sticks to his word and do what he plans to. He said he would support it but please don't let him down. Mr. Peden thanked and said he wouldn't let him down.

Mr. Mammolenti asked what would the hours of operation be. Mr. Peden said 8 to 8 and maybe noon on weekends.   He asked if they plan on having music. Mr. Peden said maybe some accustic instruments. Mr. Emmons asked when they plan to open.   Mr. Peden said hopefully the first of the year._

Question was called for at 8:34 p.m. on **RESOLUTION NO. R2013-22** the **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 9).
Yes: Mr. Reisdorf, Mr. Banicki, Mrs. Voelker, Mr. Compton, Mr. Emmons, Mr. Mammolenti, Mr. Bellovich, Mr. Bilancio, Mr. Roggeman.

<u>NEW BUSINESS</u>

Clerk Block said there was the business of the New School Board Announcement.

Mr. Emmons said it was his honor to appoint Mr. Dennis Wood to the Mishawaka School Board with a second by Ms. Voelker motion carried.

President Compton thanked the other applicants saying he appreciate their willingness to serve.

Mr. Emmons announced his Neighborhood watch meeting would be on Thursday November 21st. at St. Bavo School, with the Penn Township Assessor being his speaker.

Mr. Emmons apologized to the community and the business affected by the road construction with the detours and the stress it has put on everyone. He said some businesses have closed their doors because of it and they would have to be putting up with for possibly another year. Mayor Wood said the streets would be opened unrestricted by winter.

Mr. Roggeman complemented the Mishawaka Park Football League headed by Carmen Carpenter for the 3rd and 4th grade 5 & 6th grade boys good times good games on Sunday afternoon it was a great program.

Mr. Compton asked Mr. Schrader, General Manager of Utilities about scheduled meetings for the new electric rates. Mr. Schrader said public meetings are scheduled for November 12th in John Young Junior High School on Main Street at 7:00 p.m. and November 13th at Twin Branch School on Lincolnway West at 7 p.m. and November 14th at St. Bavo School on 8th Street at 7:00 p.m.

Mr. Mammolenti said he would consider that meeting as his neighborhood watch meeting. He wanted all citizens to know that they could go to any of the meetings at any of the locations as it fit their schedules.

Mayor Wood said he has the pleasure of announcing the ribbon construction project completed newest section of Riverwalk at the Hospice Center, the ribbon cutting would be at 9:00 a.m.on Saturday Nov 23 .

There being no further business to come before the Council, President Compton adjourned the meeting at 8:44 p.m.

Deborah S. Block ____________	Michael S. Compton ___
Deborah S. Block, IAMC, MMC	Michael S. Compton
City Clerk	Presiding Officer

City of Mishawaka

DAVID A. WOOD, MAYOR **DEPARTMENT OF CITY PLANNING**

November 13, 2013

RECEIVED
DEBORAH S. BLOCK, MMC

NOV 14 2013

CITY CLERK
MISHAWAKA, IN

Honorable Members of the Common Council
City of Mishawaka, Indiana

RE: Plan Commission Recommendation
November 12, 2013, Public Hearing
Certification of Proposed Ordinances

Honorable Members:

A regular meeting of the Mishawaka Plan Commission was held on the above referenced date at which time the following proposed Ordinances were considered:

PETITION #13-39 A petition submitted by 5 Star Investment Group II, LLC, requesting to rezone **1019 West Marion Street** from C-7 Automobile Oriented Restaurant Commercial District to R-1 Single Family Residential District.

The Commission, with a vote of 8-0, recommended approval.

PETITION #13-40 A petition submitted by Memorial Health System, Inc., requesting to amend the Cass Road/East University Drive Planned Unit Development, **500-700 Block of East University Drive** to allow a members-only retail warehouse, fueling station, and tire center.

The Commission, with a vote of 8-0, recommended approval subject to the following conditions of approval:

Uses:

1. Permitted uses for the site shall be limited to those uses identified in the C-1 General Commercial zoning district based on City of Mishawaka Zoning classification defined in and in effect on the date of approved by the Mishawaka Common Council. In addition, a fueling center and tire service and sales center shall be permitted as an accessory use to a members only retail warehouse. The uses permitted on the outlot shall be limited to the C-1 General Commercial Zoning District.

2. Outside sale display for loose items shall be prohibited unless specifically approved by the Planning Commission as part of a final planned unit development site plan submission.

3. Off-premise signs/billboards shall be prohibited.

City Hall, 600 East Third Street, Mishawaka, IN 46544-2241 (574) 258-1625 FAX (574) 968-6999
E-mail planning @ Mishawaka.in.gov

Traffic Impact:

1. All traffic/transportation improvements required for the completion of this project shall be paid for by the applicant/developer concurrent with development as directed by the City Director of Engineering.

2. The number and/or type of curb cuts on University Drive shall be evaluated and approved as part of the final site plan approval process, and shall be revised as may be determined appropriate by the City Director of Engineering.

Internal Road Connections:

1. An access easement(s) shall be provided to the shopping center located to the west, the location and number of connections shall be reviewed as part of the final planned unit development site plan approval process.

Stormwater Run-off/Utilities:

1. The type of stormwater facilities proposed on the site shall be limited/restricted as directed by the City Director of Engineering.

2. Proposed stormwater retention areas shall specifically include the volumes associated with any required improvements to University Drive that are required as a result of the proposed development as may be directed by the City Director of Engineering.

3. A 20′ wide north/south utility easement shall be provided along the East property line of the site for a City sanitary sewer forcemain. The location of this easement shall be coordinated with and separate from required landscaping/buffer plantings. The sanitary sewer forcemain will be installed by the City and is intended to be placed before or concurrent with the proposed development.

4. All costs associated with the extension of utilities required for the proposed development shall be the responsibility of the applicant/developer. Extension of utilities shall occur in a location and size as directed by applicable codes and the City Director of Engineering.

Lighting:

1. All site lighting shall be limited to 35 feet in height. 90-degree cut-off fixtures shall be required for both pole and wall mounted fixtures.

2. A lighting plan shall be submitted with each subsequent final planned unit development plan submission.

3. Ornamental fixtures matching the current City standard may be utilized in addition or instead of the lighting noted above.

4. Canopy lighting within the proposed fueling center shall be recessed in the canopy or otherwise designed so that the light source is not visible from the perimeter of the fueling station development area/University Drive.

Signage:

1. No greater than three freestanding signs may be permitted within the Development. One sign shall be permitted for the fueling station, one for the members only retail warehouse, and one for the outlot. These signs shall be limited to 8′ in height and

contain a display area of no more than 60 square feet. Each shall include a masonry base (to match the architecture of the building) no less than 3' in height. No more than 1/3 of the display area for each sign may be utilized as an electronic readerboard. All freestanding signs shall be separated from each other by a minimum of 150 lineal feet.

2. Temporary banners, flush mounted to a building shall be limited to one per building/use, and shall not exceed 80 square feet. These banners shall also be subject to any future more restrictive regulation that may be passed by the City.

Building Limitations/Architecture:

1. All proposed buildings shall be constructed of 100% approved materials as identified within Section 161.41 of the City of Mishawaka Municipal Code as amended. In addition to approved materials, the developer may use textured architectural metal panels for up to 2/3 of the north, west, and south sides of the members only retail warehouse building. Metal panels may be placed on 100% of the east side of the building. The coating and textures of the metal panels shall be varied to provide architectural interest. A minimum of 1/3 of the surface area of the facades of the west, north, and south side of the building shall be a stone veneer or other high quality visually appealing masonry deemed appropriate by the developer. Final building elevations and colors shall be reviewed by the Planning Commission as part of any final planned unit development site plan submission.

2. For all developmental parcels – there shall be a minimum building setback of 75' from the public right-of-way of University Drive. A minimum side and rear building setback of 50' shall be provided along exterior lot/property lines. For the outlot, the internal side and rear building setback lines shall be 25'.

3. The maximum building height for the entire development shall be 48'.

Parking/Landscaping:

1. A minimum pavement setback of 10' in width shall be provided between developmental parcels and to the west property line. A minimum 25' pavement setback shall be provided along University Drive and the Indiana Toll Road.

2. For large shopping areas where shopping carts are utilized, cart corrals shall be provided. Corrals shall be identified and removed from total number of parking spaces provided. Curbed landscape islands shall be provided to break up large pavement areas as determined by the Planning Commission as part of the review of any final planned unit development site plan.

3. All development parcels shall comply with the landscape requirements of the C-1 General Commercial zoning district.

4. All loading docks, dumpsters, and mechanical equipment shall be screened from view. Dumpsters shall be screened by a wall matching the building materials of the principal building. Dumpster locations shall be located away from any roads behind principal buildings and located away from internal collector drives.

5. A 15' wide (minimum) landscape buffer yard shall be provided between the adjacent apartments to the East and the proposed development. The buffer yard shall run continuously from the Indiana Toll Road right-of-way to the University Drive right-of-way. The buffer yard shall include 65 evergreen trees planted at a 10'-12' height, 17 shade trees, 2 ½ inch caliper or greater, and 20 ornamental trees 2" caliper or greater. Plantings shall be clustered for aesthetics and to maximize the desired buffer. This shall also fulfill the C-1 landscape requirement for planting along the

East property line. This buffer shall be installed in the first phase of the development and shall include the area within the outlot.

6. In addition to the C-1 Commercial Landscaping requirements, three evergreen trees planted at a 10'-12' height shall be provided between University Drive and the proposed fueling station canopy intended to visually buffer the view between the church and the fueling area. These trees shall be planted in a single cluster of three.

Pursuant to I.C. 36-7-4-605 the Mishawaka Plan Commission hereby certifies to the Mishawaka Common Council the attached proposed ordinances regarding the above matters.

Respectfully,

Kari Myers

Kari Myers, Administrative Planner
Secretary, City of Mishawaka Plan Commission

cc: Jeff Lawler
Ted Johnson

STAFF REPORT

Location: 1019 West Marion Street Date: Nov 12, 2013

Petition: 13 39 Prepared By: KM

GENERAL INFORMATION

Applicant:	5 Star Investment Group II, LLC
Status:	Property Owner
Request:	Rezone from C-7 Automobile Oriented Restaurant Commercial to R-1 Single Family Residential District
Zoning Classification:	C-7 Automobile Oriented Restaurant Commercial
Lot Size:	37' X 116'
Applicable Regulations:	Sec. 137-164 Residential R-1 District; Sec. 137-40 Plan Commission; & Sec. 137-41 Amendment to Zoning Ordinance and Zoning Map

SPECIAL INFORMATION

Area Development Pattern:	North:	R-1 Single Family Residential and C-1 General Commercial Districts
	South:	R-1 Single Family Residential District
	East:	R-1 Single Family Residential District
	West:	C-7 Automobile Oriented Restaurant Commercial District

Thoroughfare:	Marion Street east of Logan
School District:	School City of Mishawaka
Public Utilities:	Available
Comprehensive Plan:	Low Density Residential

ANALYSIS

The Petitioner is requesting to rezone 1019 West Marion Street from C-7 Automobile Oriented Restaurant Commercial District to R-1 Single Family Residential District. The property is located just east of the intersection of Logan and Marion Street. The property is immediately to the east of Faulkner's Root Beer Stand and the neighborhood is primarily single family residential in nature.

Prior to the 1980's residential uses were permitted in commercially zoned districts. Around 1986 the Zoning Ordinance was amended to prohibit residential uses in certain commercial districts. Originally constructed as a private residence, the home historically has remained residential in its use. The Petitioner states the home has been a rental property but they are in the process of selling the home to be owner-occupied.

Pertinent City Departments have reviewed and approved the request.

RECOMMENDATION

The Planning Department recommends **approval** of Petition 13-39 to rezone 1019 West Marion Street from C-7 Automobile Oriented Restaurant Commercial District to R-1 Single Family Residential District. This recommendation is based upon the following findings of fact:

1. There are a few commercial zonings in the neighborhood, but the neighborhood surrounding the property are used as single family dwellings, and its historic use as a single family dwelling would be compatible to the area;

2. Use and value of the area adjacent to the property included in the rezoning will not be affected in a substantially adverse manner because given the context of its location, its relationship to surrounding properties, and the potential of development as an commercial project, staff feels that the most desirable use for this property is its historical single-family use;

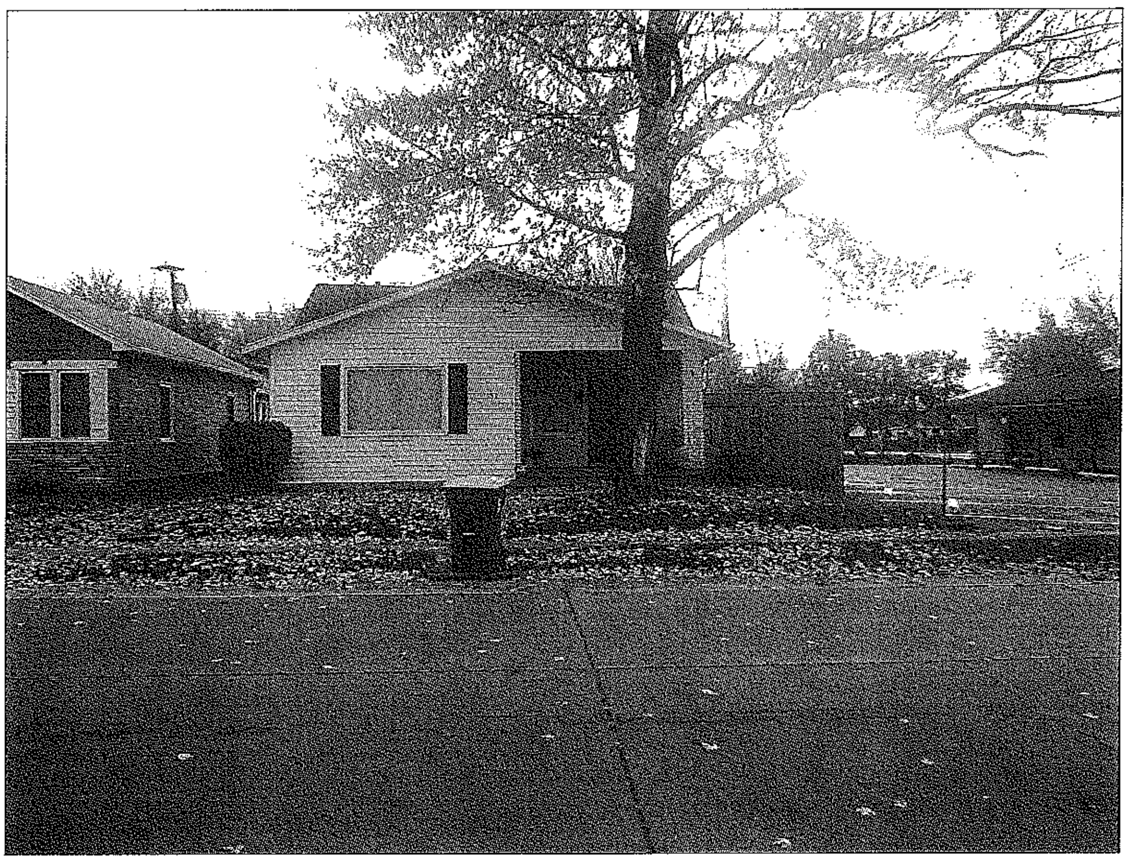
3. Because the parcel is located in an area of residential uses, the rezoning to R-1 Single-Family Residential is a desirable use for this property;

4. As opposed to the range of potential commercial development that could occur with its current zoning, rezoning this property to the R-1 Single-family Residential classification will have a favorable and stabilizing impact on the neighborhood, conserving property values in the immediate and surrounding residential neighborhood; and,

5. The City's Comprehensive Plan calls for low density residential and its historic use as a single family home is compatible and consistent with the historic residential uses in the area.

ATTACHMENTS

PETITION, PHOTOGRAPHS, AERIAL, LOCATION MAP



1019 W. Marion Street

STAFF REPORT

Location: Northeast corner of Fir & Cleveland Rd Date: Nov. 12, 2013

Petition: 13 40 Prepared By: KBP

GENERAL INFORMATION

Applicant:	Memorial Health System Inc.
Status:	Property Owner
Request:	To amend the Cass Road East University Drive Planned Unit Development zoning district to allow a members only retail warehouse, fueling station, and tire center
Zoning Classification:	S-2 Planned Unit Development
Lot Size:	18.76 Acres
Applicable Regulations:	Section 137-671 to 137-679 S-2 Planned Unit Development District Section 137-41 Amendments to the Zoning Map

SPECIAL INFORMATION

Area Development Pattern:	North: R-1 Single Family Residential (Granger Community Church) South: I 80/90- Indiana Toll Road East: S-2 Planned Unit Development (Summer Place Apartments) West: C-2 Shopping Center Commercial (Super Target Center)
Thoroughfare:	University Drive
School District:	Penn-Harris-Madison School Corporation
Township:	Harris Township
Public Utilities:	All utilities are available or can be extended to the site at the developer's cost.
Comprehensive Plan:	The Mishawaka 2000 Comprehensive Plan does not specifically identify a directed use for this property. The properties located to the west are identified as service commercial.

ANALYSIS

The applicants are proposing to change the existing Planned Unit Development Zoning Designation to allow for to allow for the construction of a 150,000 square foot Costco retail warehouse, fueling station, and tire center. This property is adjacent to the Target commercial shopping center which is located west of the proposed development. As part of the conceptual site plan filed with the application, one commercial outlot has been identified for future development (undetermined use). Currently the site is undeveloped and filled with scrub vegetation.

At this time, the applicants are only proposing to amend the planned unit development to allow for the fueling station, and tire center. The retail warehouse by itself would be permitted under the existing planned unit development district. If approved, a final planned unit development site plan would be submitted at a later date.

Similar to when Whole Foods remodeled the former Border's Book Store, Costco is a national retailer with a following. The proposed development has already had media coverage and if approved and constructed will contribute to the large regional shopping and service district located on the north side of the City.

Since the members only retail warehouse component is already permitted by the current zoning, the proposed change is only relative to adding the fueling station and tire center uses. The standard zoning districts that permit these uses are the C-10 and C-4 districts respectively.

The City has made a concerted effort in the past to keep Automobile related (C-4 and C-10) uses off of Main Street. This proposal does not jeopardize this policy and is consistent with what Martin's has done at Heritage Square and what Kroger has installed on West McKinley Avenue. The development site is also located approximately 1300 feet from the intersection of Main Street and University Drive. The uses are completely appropriate for the site and corridor.

Given that there is residential (Summer Place Apartments) to the East, and a Church (Granger Community Church) to the north across the street, Staff is recommending that a number of conditions be placed to buffer and create a transition between uses.

The applicant has also identified a desire to use architectural metal panels on portions of the building. The use of these panels has been included as part of the proposed conditions. The intent is to provide design flexibility while providing a high quality visually interesting end product. With a building this large, the metal panels will provide an ability to change textures and are appropriate. An example of a Coctco that was construct4ed in East Peoria Illinois has been attached to the staff report for reference.

RECOMMENDATION

Staff recommends in favor of Petition # 13-40 to amend the Cass Road East University Drive Planned Unit Development zoning district to allow a members only retail warehouse, fueling station, and tire center, subject to the following conditions:

Uses:

1. Permitted uses for the site shall be limited to those uses identified in the C-1 (General Commercial) and C-2 (Shopping Center Commercial) zoning districts based on City of Mishawaka Zoning classification defined and in effect on the date of approval by the Mishawaka Common Council. In addition, a fueling center and tire service and sales center shall be permitted as an accessory use to a members only retail warehouse. The uses permitted on the outlot shall be limited to the C-1 (General Commercial) Zoning District.
2. Outside sale display for loose items shall be prohibited unless specifically approved by the Planning Commission as part of a final planned unit development site plan submission.
3. Off-premise signs/billboards shall be prohibited.

Traffic Impact:

1. All traffic/transportation improvements required for the completion of this project shall be paid for by the applicant/developer concurrent with development as directed by the City Director of Engineering.

2. The number and or type of curb cuts on University Drive shall be evaluated and approved as part of the Final Site Plan approval process, and shall be revised as may be determined appropriate by the City Director of Engineering.

.nternal Road connections:

1. An access easement(s) shall be provided to the shopping center located to the west, the location and number of connections shall be reviewed as part of the final Planned Unit Development Site Plan approval process.

Stormwater Run-off/Utilities:

1. The type of stormwater facilities proposed on the site shall be limited/restricted as directed by the City Director of Engineering.

2. Proposed stormwater retention areas shall specifically include the volumes associated with any required improvements to University Drive that are required as a result of the proposed development as may be directed by the City Director of Engineering.

3. A 20′ wide north/south utility easement shall be provided along the East property line of the site for a City sanitary sewer forcemain. The location of this easement shall be coordinated with and separate from required landscaping/buffer plantings. The sanitary sewer forcemain will be installed by the City and is intended to be placed before or concurrent with the proposed development.

4. All costs associated with the extension of utilities required for the proposed development shall be the responsibility of the applicant/developer. Extension of utilities shall occur in a location and size as directed by applicable codes and the City Director of Engineering.

Lighting:

1. All site lighting shall be limited to 35 feet in height. 90-degree cut-off fixtures shall be required for both pole and wall mounted fixtures.

2. A lighting plan shall be submitted with each subsequent final planned unit development plan submission.

3. Ornamental fixtures matching the current City standard may be utilized in addition or instead of the lighting noted above.

4. Canopy lighting within the proposed fueling center shall be recessed in the canopy or otherwise designed so that the light source is not visible from the perimeter of the fueling station development area/University Drive.

Signage:

1. No greater than three freestanding signs may be permitted within the Development. One sign shall be permitted for for the fueling station, one for the Member's Only Retail Warehouse, and one for the outlot. These signs shall be limited to 8′ in height and contain a display area of no more than 60 square feet. Each shall include a masonry base (to match the architecture of the building) no less than 3′ in height. No more than 1/3 of the display area for each sign may be utilized as an electronic reader board. All freestanding signs shall be separated from each other by a minimum of 150 lineal feet.

2. Temporary banners, flush mounted to a building shall be limited to one per building/use, and shall not exceed 80 square feet. These banners shall also be subject to any future more restrictive regulation that may be passed by the City.

Building Limitations/Architecture:

1. All proposed buildings shall be constructed of 100% approved materials as identified within Section 161.41 of the City of Mishawaka Municipal code as amended. In addition to approved materials , the developer may use textured architectural metal panels for up to 2/3 of the north, west and south sides of the members only retail warehouse building. Metal panels may be placed on 100% of the east side of the building. The coating and textures of the metal panels shall be varied to provide architectural interest. A minimum of 1/3 of the surface area of the facades of the west north and south side of the building shall be a stone veneer or other high quality visually appealing masonry deemed appropriate by the developer. Final building elevations and colors shall be reviewed by the Planning Commission as part of any final planned unit development site plan submission.

2. For all development parcels- there shall be a minimum building setback of 75' from the public right-of-way of University Drive. A minimum side and rear building setback of 50' shall be provided along exterior lot/property lines. For the outlot, the internal side and rear building setback lines shall be 25'.

3. The maximum building height for the entire development shall be 48'

Parking/Landscaping:

1. A minimum pavement setback of 10' in width shall be provided between development parcels and to the west property line. A minimum 25' pavement setback shall be provided along University Drive and the Indiana Toll Road.

2. For large shopping areas where shopping carts are utilized, Cart corral's shall be provided. Corral's be identified and removed from total number of parking spaces provided. Curbed landscape islands shall be provided to break up large pavement areas as determined by the Planning Commission as part of the review of any final planned unit development site plan.

4. All development parcels shall comply with the landscape requirements of the C-1 General Commercial zoning district.

5. All loading docks, dumpsters, and mechanical equipment shall be screened from view. Dumpsters shall be screened by a wall matching the building materials of the principle building. Dumpster locations shall be located away from any roads behind principle buildings and located away from internal collector drives.

6. A 15' wide (minimum) landscape buffer yard shall be provided between the adjacent apartments to the East and the proposed development. The buffer yard shall run continuously from the Indiana Toll Road right-of-way to the University Drive right-of-way. The buffer yard shall include 65 evergreen trees planted at a 10'-12' height, 17 shade trees 2 ½ inch caliper or greater, and 20 ornamental trees 2" caliper or greater. Plantings shall be clustered for aesthetics and to maximize the desired buffer. This shall also fulfill the C-1 landscape requirement for planting along the East property line. This buffer shall be installed in the first phase of the development and shall include the area within the outlot.

7. In addition to the C-1 Commercial Landscaping requirements, Three evergreen trees planted at a 10'-12' height shall be provided between University Drive and the proposed fueling station canopy intended to visually buffer the view between the church and the fueling area. These trees shall be planted in a single cluster of three.

This recommendation is based on the following findings of fact:

1. Existing Conditions- The subject parcel is located adjacent to the existing Target Shopping Center on University Drive which is a 5-lane road. Significant retail shopping areas have been proposed and developed on the north side of the City in reasonable proximity to the site. The site has been marketed and directed by multiple government entities to commercial oriented development for many years.

2. Character of Buildings in Area- The area is predominantly commercial. The existing apartment complex to the east should not be adversely impacted based on the proposed buildinging separation and landscaping requirements that should help provide a buffer between the two uses. Granger Community Church located to the north has a very large congregation and encourages the public to visit the eatery and bookstore they have on site in a commercial way. The character of many of the buildings on the north side of the City are commercial.
3. The most desirable/highest and best use- Because of the parcels' location and the significant commercial development on the north side of the City, serving as a regional area of commerce, combined with the proximity of the Indiana Toll Road, Capital Avenue, Fir Road, University Drive, Main Street, and SR 23, makes the most desirable use for the property a heavy mix of intensive commercial and professional office and service uses.
4. Conservation of property values- The proposed zoning will not be injurious to property values in the surrounding area, because the vast majority of adjacent property is compatible or will be buffered with the proposed conditions.
5. Comprehensive Plan- This specific property was not guided by the Mishawaka 2000 Comprehensive Plan, however, the petition is reasonably consistent with the goals, objectives and policies of the Comprehensive Plan. The continued change and expansion of the commercial areas of the City are commensurate to the City's status as a regional area of commerce. The substantial residential growth that occurred in the unincorporated County (the unincorporated area of Granger) also contributes to the need/demand for services.

ATTACHMENTS

Photographs of Site Area, Site Location Map, Aerial, Preliminary Planned Unit Development Petition, Preliminary Planned Unit Development Block Plan

View from Granger Community Church looking south along the property line between Summer Place Apartments and the proposed development site.

RECEIVED
DEBORAH S. BLOCK, MMC

NOV 13 2013

CITY CLERK
MISHAWAKA, IN

1st Reading 11-18-13
2nd Reading
Passed
Failed
Continued To

PROPOSED ORDINANCE NO. 2013-50

ORDINANCE NO.____________

AN ORDINANCE DECLARING AN EMERGENCY AND TRANSFERRING AND REAPPROPRIATING FUNDS WITHIN THE BUDGET ADOPTED FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2013

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, THAT:

Section 1. An emergency exists which requires the transfer and reappropriation of funds within the budget for the Police Department in the General Fund adopted for the fiscal year ending December 31, 2013

Section 2. There is hereby transferred and reappropriated the sum of $8,000.00 as follows:

General Fund

From:	Police Department		
	Other Services and Charges		
	101-20-431-09	Health Services	$ 8,000.00
		Total	$ 8,000.00
To:	Police Department		
	Services Personal		
	101-20-411-03	Temporary	$ 1,500.00
	Other Services and Charges		
	101-20-436-01	Repairs & Maintenance	$ 6,500.00
		Total:	$ 8,000.00

Section 3. This ordinance shall be in full force and effect from and after its passage, signing and attestation.

PASSED BY THE COMMON COUNCIL of the City of Mishawaka,

Indiana, on this ______ day of _______________, 2013 at ______ o'clock, ___. M.

____
Presiding Officer

ATTEST;

____
Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED BY ME to the Mayor this ________________day of

__________________________,2013 at ____________o'clock, __________.M.

____
Deborah S. Block, IAMC, MMC, City Clerk

APPROVED BY ME this __________day of _____________________, 2013

at _____________o'clock, _____M.

____
David A. Wood, Mayor

P.O. Box 902
200 N. Church St.
Mishawaka, IN 46544

CITY OF MISHAWAKA

Police Department
Kenneth L. Witkowski, Chief
David A. Wood, Mayor

RECEIVED
DEBORAH S. BLOCK, MMC
NOV 12 2013
CITY CLERK
MISHAWAKA, IN

November 18, 2013

Mishawaka Common Council
Mayor David Wood
Rebecca Miller, Controller
Budget/Finance Committee

Dear Honorable Members:

An emergency exists which requires the transfer and re-appropriation of funds within the budget for the Police Department. No additional funds are needed at this time.

From:	101-20-431.09	Health Services	$ 8,000.00
		TOTAL	**$ 8,000.00**
To:	101-20-436-01	Bldg/Equip Repair & Maint	$6,500.00
	101-20-411.03	Temporary	$1,500.00
		TOTAL	**$8,000.00**

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

Respectfully,

Kenneth L. Witkowski
Chief, Mishawaka Police Department

KLW:dcs

EMERGENCY 911
FRONT DESK .... (574) 258-1678
DETECTIVE BUREAU .... (574) 258-1684
RECORDS .... (574) 258-1681
CHIEF .... (574) 258-1683
UNIFORM CHIEF .... (574) 258-1688
TRAFFIC DIVISION .... (574) 259-2966
FAX .... (574) 258-1690

RECEIVED
DEBORAH S. BLOCK MMC

NOV 14 2013

CITY CLERK
MISHAWAKA, IN

1st Reading 11-18-13
2nd Reading
Passed
Failed
Continued To

PETITION 13-39

CITY OF MISHAWAKA, INDIANA

PROPOSED ORDINANCE NO. 2013-51

ORDINANCE NO. ______

AN ORDINANCE AMENDING CHAPTER 137, OF THE MUNICIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA, AS FROM TIME TO TIME AMENDED, COMMONLY KNOWN AS "THE ZONING ORDINANCE OF 1966" OF THE CITY OF MISHAWAKA, INDIANA.

WHEREAS, the Plan Commission of the City of Mishawaka, Indiana, has recommended the reclassification of the zoning as herein set forth of the real estate hereinafter described.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, that:

Section 1. Chapter 137, of the Municipal Code of the City of Mishawaka, commonly known as "The Zoning Ordinance of 1966", be, and the same is hereby amended as follows:

Lot numbered Thirty-one (31), as shown on the recorded Plat of Northern Indiana Realty Company's First Addition to the City of Mishawaka, recorded in the Office of the Recorder of St. Joseph County, Indiana, in Plat Book 9, page 166.

COMMON ADDRESS: 1019 West Marion Street

which real estate is now classified as C-7 Automobile Oriented Restaurant Commercial District shall hereafter be within and a part of that District known as R-1 Single Family Residential District and designated in "The Zoning Ordinance of 1966" as amended.

Section 2. The Common Council of the City of Mishawaka, Indiana, hereby finds that:

1. There are a few commercial zonings in the neighborhood, but the neighborhood surrounding the property are used as single family dwellings, and its historic use as a single family dwelling would be compatible to the area;

2. Use and value of the area adjacent to the property included in the rezoning will not be affected in a substantially adverse manner because given the context of its location, its relationship to surrounding properties, and the potential of development as an commercial project, staff feels that the most desirable use for this property is its historical single-family use;

3. Because the parcel is located in an area of residential uses, the rezoning to R-1 Single-Family Residential is a desirable use for this property;

Proposed Ordinance No: 2013-51

Ordinance No: ______________________

4. As opposed to the range of potential commercial development that could occur with its current zoning, rezoning this property to the R-1 Single-family Residential classification will have a favorable and stabilizing impact on the neighborhood, conserving property values in the immediate and surrounding residential neighborhood; and,

5. The City's Comprehensive Plan calls for low density residential and its historic use as a single family home is compatible and consistent with the historic residential uses in the area.

Section 3. This Ordinance shall be in full force and effect from and after its passage, due attestation and legal publication.

PASSED by the Common Council of the City of Mishawaka, Indiana, this _________day of ____________________, 2013, at ________ o'clock ___.M.

____
Presiding Officer

ATTEST:

____
Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED by me to the Mayor this ________ day of ___________________, 2013, at _________ o'clock ____.M.

____
Deborah S. Block, IAMC, MMC, City Clerk

APPROVED by me this ________ day of __________________, 2013, at ________o'clock ____.M.

____
David A. Wood, Mayor

DATE: October 23rd, 2013

RECEIVED
OCT 23 2013
BUILDING, PLANNING
COMMUNITY DEVELOPMENT
Pet 13-39

Honorable Members of the
Common Council
City of Mishawaka, Indiana
And
Mishawaka City Plan Commission
City of Mishawaka, Indiana

RE: PETITION TO REZONE

The undersigned 5 Star Investment Group II, LLC respectfully shows they are the owners of the following described real estate located in the City of Mishawaka, County of St. Joseph, State of Indiana, to-wit:

Legal Description: Lot numbered Thirty-one (31), as shown on the recorded Plat of Northern Indiana Realty Company's First Addition to the City of Mishawaka, recorded in the Office of the Recorder of St. Joseph County, Indiana, in Plat Book 9, page 166.
Tax Key Numbers: 16-2034-1069 1019
Common Location: Marion St., Mishawaka, IN 46545.
1019 W.

Petitioner owns one hundred (100%) percent of the above described parcel of land which carries a zoning classification of C-7 District. Said property is Residential.

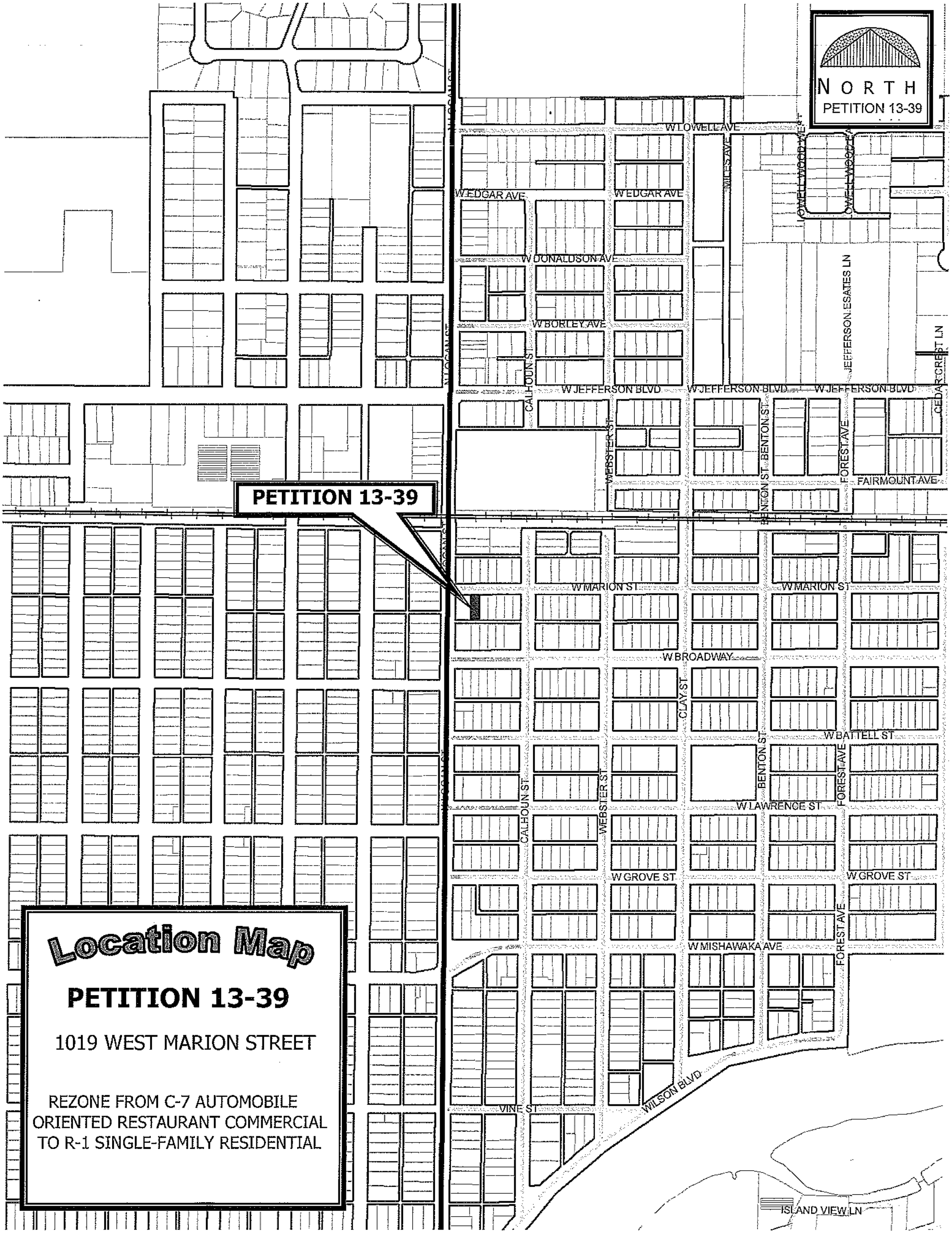
Petitioner desires said real estate to be rezoned to R-1 District. Petitioner further states that they intend to utilize said land for Residential.

Wherefore, the petitioner prays and respectfully requests that the common council of the City of Mishawaka refer this matter to the Mishawaka City Plan Commission and that after hearing, an appropriate ordinance be enacted rezoning the above described parcel of land located in the City of Mishawaka.

Jeff Lawler (5 Star Investment Group II, LLC)

Contact Person:
5 Star Investment Group / Jeff Lawler
426 W. 7th St.
Mishawaka, IN 46544
Phone: 574-855-1423
Fax: 574-855-1092
Email: jefflawler@5starhouses.com

RECEIVED
DEBORAH S. BLOCK, MMC
OCT 31 2013
CITY CLERK
MISHAWAKA, IN


NORTH
PETITION 13-39
W LOWELL AVE
MILES AVE
LOWELL WOOD W
LOWELL WOOD E
W EDGAR AVE
W EDGAR AVE
W DONALDSON AVE
W BORLEY AVE
JEFFERSON ESATES LN
CEDAR CREST LN
N LOGAN ST
CALHOUN ST
W JEFFERSON BLVD
W JEFFERSON BLVD
W JEFFERSON BLVD
WEBSTER ST
BENTON ST
FOREST AVE
FAIRMOUNT AVE
PETITION 13-39
LOGAN ST
W MARION ST
W MARION ST
W BROADWAY
CLAY ST
W BATTELL ST
W LAWRENCE ST
W GROVE ST
W GROVE ST
W MISHAWAKA AVE
WILSON BLVD
VINE ST
ISLAND VIEW LN
Location Map
PETITION 13-39
1019 WEST MARION STREET
REZONE FROM C-7 AUTOMOBILE
ORIENTED RESTAURANT COMMERCIAL
TO R-1 SINGLE-FAMILY RESIDENTIAL

RECEIVED
DEBORAH S. BLOCK, MMC

NOV 14 2013

CITY CLERK
MISHAWAKA, IN

1st Reading 11-18-13
2nd Reading
Passed
Failed
Continued To

PETITION 13-40

CITY OF MISHAWAKA, INDIANA

PROPOSED ORDINANCE NO. 2013-52

ORDINANCE NO. ______

AN ORDINANCE AMENDING CHAPTER 137 OF THE MUNICIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA, AS FROM TIME TO TIME AMENDED, COMMONLY KNOWN AS "THE ZONING ORDINANCE OF 1966" OF THE CITY OF MISHAWAKA, INDIANA.

WHEREAS, the Plan Commission of the City of Mishawaka, Indiana, has recommended the reclassification of the zoning as herein set forth of the real estate hereinafter described.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, that:

Section 1. Chapter 137, of the Municipal Code of the City of Mishawaka, commonly known as "The Zoning Ordinance of 1966", be, and the same is hereby amended as follows:

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 3 EAST, HARRIS TOWNSHIP, CITY OF MISHAWAKA, ST. JOSEPH COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°31'38" WEST ALONG THE NORTH LINE OF SAID WOUTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 564.94 FEET; THENCE SOUTH 00°07'27" EAST, A DISTANCE OF 40.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00°07'27" EAST, A DISTANCE OF 1027.47 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE INDIANA EAST-WEST TOLL ROAD (INTERSTATE 80-90); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7489.44 FEET AND A CENTRAL ANGLE OF 5°55'08" AND LIMITED IN LENGTH BY A CHORD WHICH BEARS SOUTH 77°54'46" WEST, A DISTANCE OF 773.33 FEET; THENCE NORTH 00°16'37" WEST, A DISTANCE OF 1183.15 FEET; THENCE NORTH 89°31'38" EAST, A DISTANCE OF 759.70 FEET TO THE PLACE OF BEGINNING.

COMMON ADDRESS: 500-700 Block East University Drive

which real estate is now classified as S-2 Planned Unit Development District shall hereafter be amended to allow a members only retail warehouse, fueling station, and tire center subject to the following PUD developmental standards/conditions:

Uses:

1. Permitted uses for the site shall be limited to those uses identified in the C-1 General Commercial zoning district based on City of Mishawaka Zoning classification defined in and in effect on the date of approved by the

Mishawaka Common Council. In addition, a fueling center and tire service and sales center shall be permitted as an accessory use to a members only retail warehouse. The uses permitted on the outlot shall be limited to the C-1 General Commercial Zoning District.

2. Outside sale display for loose items shall be prohibited unless specifically approved by the Planning Commission as part of a final planned unit development site plan submission.

3. Off-premise signs/billboards shall be prohibited.

Traffic Impact:

1. All traffic/transportation improvements required for the completion of this project shall be paid for by the applicant/developer concurrent with development as directed by the City Director of Engineering.

2. The number and/or type of curb cuts on University Drive shall be evaluated and approved as part of the final site plan approval process, and shall be revised as may be determined appropriate by the City Director of Engineering.

Internal Road Connections:

1. An access easement(s) shall be provided to the shopping center located to the west, the location and number of connections shall be reviewed as part of the final planned unit development site plan approval process.

Stormwater Run-off/Utilities:

1. The type of stormwater facilities proposed on the site shall be limited/restricted as directed by the City Director of Engineering.

2. Proposed stormwater retention areas shall specifically include the volumes associated with any required improvements to University Drive that are required as a result of the proposed development as may be directed by the City Director of Engineering.

3. A 20' wide north/south utility easement shall be provided along the East property line of the site for a City sanitary sewer forcemain. The location of this easement shall be coordinated with and separate from required landscaping/buffer plantings. The sanitary sewer forcemain will be installed by the City and is intended to be placed before or concurrent with the proposed development.

4. All costs associated with the extension of utilities required for the proposed development shall be the responsibility of the applicant/developer. Extension of utilities shall occur in a location and size as directed by applicable codes and the City Director of Engineering.

Lighting:

1. All site lighting shall be limited to 35 feet in height. 90-degree cut-off fixtures shall be required for both pole and wall mounted fixtures.

2. A lighting plan shall be submitted with each subsequent final planned unit development plan submission.

3. Ornamental fixtures matching the current City standard may be utilized in addition or instead of the lighting noted above.

4. Canopy lighting within the proposed fueling center shall be recessed in the canopy or otherwise designed so that the light source is not visible from the perimeter of the fueling station development area/University Drive.

Signage:

1. No greater than three freestanding signs may be permitted within the Development. One sign shall be permitted for the fueling station, one for the members only retail warehouse, and one for the outlot. These signs shall be limited to 8' in height and contain a display area of no more than 60 square feet. Each shall include a masonry base (to match the architecture of the building) no less than 3' in height. No more than 1/3 of the display area for each sign may be utilized as an electronic readerboard. All freestanding signs shall be separated from each other by a minimum of 150 lineal feet.

2. Temporary banners, flush mounted to a building shall be limited to one per building/use, and shall not exceed 80 square feet. These banners shall also be subject to any future more restrictive regulation that may be passed by the City.

Building Limitations/Architecture:

1. All proposed buildings shall be constructed of 100% approved materials as identified within Section 161.41 of the City of Mishawaka Municipal Code as amended. In addition to approved materials, the developer may use textured architectural metal panels for up to 2/3 of the north, west, and south sides of the members only retail warehouse building. Metal panels may be placed on 100% of the east side of the building. The coating and textures of the metal panels shall be varied to provide architectural interest. A minimum of 1/3 of the surface area of the facades of the west, north, and south side of the building shall be a stone veneer or other high quality visually appealing masonry deemed appropriate by the developer. Final building elevations and colors shall be reviewed by the Planning Commission as part of any final planned unit development site plan submission.

2. For all developmental parcels – there shall be a minimum building setback of 75' from the public right-of-way of University Drive. A minimum side and rear building setback of 50' shall be provided along exterior lot/property lines. For the outlot, the internal side and rear building setback lines shall be 25'.

3. The maximum building height for the entire development shall be 48'.

Parking/Landscaping:

1. A minimum pavement setback of 10' in width shall be provided between developmental parcels and to the west property line. A minimum 25' pavement setback shall be provided along University Drive and the Indiana Toll Road.

2. For large shopping areas where shopping carts are utilized, cart corrals shall be provided. Corrals shall be identified and removed from total number of parking spaces provided. Curbed landscape islands shall be provided to break up large pavement areas as determined by the Planning Commission as part of the review of any final planned unit development site plan.

3. All development parcels shall comply with the landscape requirements of the C-1 General Commercial zoning district.

4. All loading docks, dumpsters, and mechanical equipment shall be screened from view. Dumpsters shall be screened by a wall matching the building materials of the principal building. Dumpster locations shall be located away from any roads behind principal buildings and located away from internal collector drives.

5. A 15' wide (minimum) landscape buffer yard shall be provided between the adjacent apartments to the East and the proposed development. The buffer yard shall run continuously from the Indiana Toll Road right-of-way to the University Drive right-of-way. The buffer yard shall include 65 evergreen trees planted at a 10'-12' height, 17 shade trees, 2 ½ inch caliper or greater, and 20 ornamental trees 2" caliper or greater. Plantings shall be clustered for aesthetics and to maximize the desired buffer. This shall also fulfill the C-1 landscape requirement for planting along the East property line. This buffer shall be installed in the first phase of the development and shall include the area within the outlot.

6. In addition to the C-1 Commercial Landscaping requirements, three evergreen trees planted at a 10'-12' height shall be provided between University Drive and the proposed fueling station canopy intended to visually buffer the view between the church and the fueling area. These trees shall be planted in a single cluster of three.

Section 2. The Common Council of the City of Mishawaka, Indiana, hereby finds that:

1. Existing Conditions - The subject parcel is located adjacent to the existing Target Shopping Center on University Drive which is a 5-lane road. Significant retail shopping areas have been proposed and developed on the north side of the City in reasonable proximity to the site. The site has been marketed and directed by multiple government entities to commercial oriented development for many years.

2. Character of Buildings in Area - The area is predominantly commercial. The existing apartment complex to the east should not be adversely impacted based on the proposed building separation and landscaping requirements that should help provide a buffer between the two uses. Granger Community

Church located to the north has a very large congregation and encourages the public to visit the eatery and bookstore they have on site in a commercial way. The character of many of the buildings on the north side of the City are commercial.

3. The most desirable/highest and best use - Because of the parcels' location and the significant commercial development on the north side of the City, serving as a regional area of commerce, combined with the proximity of the Indiana Toll Road, Capital Avenue, Fir Road, University Drive, Main Street, and SR 23, makes the most desirable use for the property a heavy mix of intensive commercial and professional office and service uses.

4. Conservation of property values - The proposed zoning will not be injurious to property values in the surrounding area, because the vast majority of adjacent property is compatible or will be buffered with the proposed conditions.

5. Comprehensive Plan - This specific property was not guided by the Mishawaka 2000 Comprehensive Plan, however, the petition is reasonably consistent with the goals, objectives and policies of the Comprehensive Plan. The continued change and expansion of the commercial areas of the City are commensurate to the City's status as a regional area of commerce. The substantial residential growth that occurred in the unincorporated County (the unincorporated area of Granger) also contributes to the need/demand for services.

Section 3. This Ordinance shall be in full force and effect from and after its passage, due attestation and legal publication.

PASSED by the Common Council of the City of Mishawaka, Indiana, this day of __________________, 2013, at o'clock _____.M.

____
Presiding Officer

ATTEST:

____
Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED by me to the Mayor this ________ day of __________________, 2013, at ________o'clock _____.M.

____
Deborah S. Block, IAMC, MMC, City Clerk

ORDINANCE NO._______________________

PROP. ORD. NO 2013-52

APPROVED by me this __________ day of ________________, 2013, at o'clock ______.M.

____
David A. Wood, Mayor

Memorial
Health System℠
Quality of Life

RECEIVED
OCT 23 2013
BUILDING, PLANNING
COMMUNITY DEVELOPMENT
Pet 13-40

October 21, 2013

RECEIVED
DEBORAH S. BLOCK, MMC
OCT 31 2013
CITY CLERK
MISHAWAKA, IN

Honorable Members of the
Common Council
City of Mishawaka, Indiana
And
Mishawaka City Plan Commission
City of Mishawaka, Indiana

RE: Petition for PUD Amendment

The undersigned Memorial Health System, Inc. respectfully show they are the owners of the following described real estate located in the City of Mishawaka, County of St. Joseph, State of Indiana, to-wit:

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 3 EAST, HARRIS TOWNSHIP, CITY OF MISHAWAKA, ST. JOSEPH COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°31'38" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 564.94 FEET; THENCE SOUTH 00°07'27" EAST, A DISTANCE OF 40.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00°07'27" EAST, A DISTANCE OF 1027.47 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE INDIANA EAST-WEST TOLL ROAD (INTERSTATE 80-90); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7489.44 FEET AND A CENTRAL ANGLE OF 5°55'08" AND LIMITED IN LENGTH BY A CHORD WHICH BEARS SOUTH 77°54'46" WEST, A DISTANCE OF 773.33 FEET; THENCE NORTH 00°16'37" WEST, A DISTANCE OF 1183.15 FEET; THENCE NORTH 89°31'38" EAST, A DISTANCE OF 759.70 FEET TO THE PLACE OF BEGINNING.

PARCEL NOS: 30-1012-0155, 30-1012-015503

615 North Michigan Street • South Bend, Indiana 46601
www.qualityoflife.org

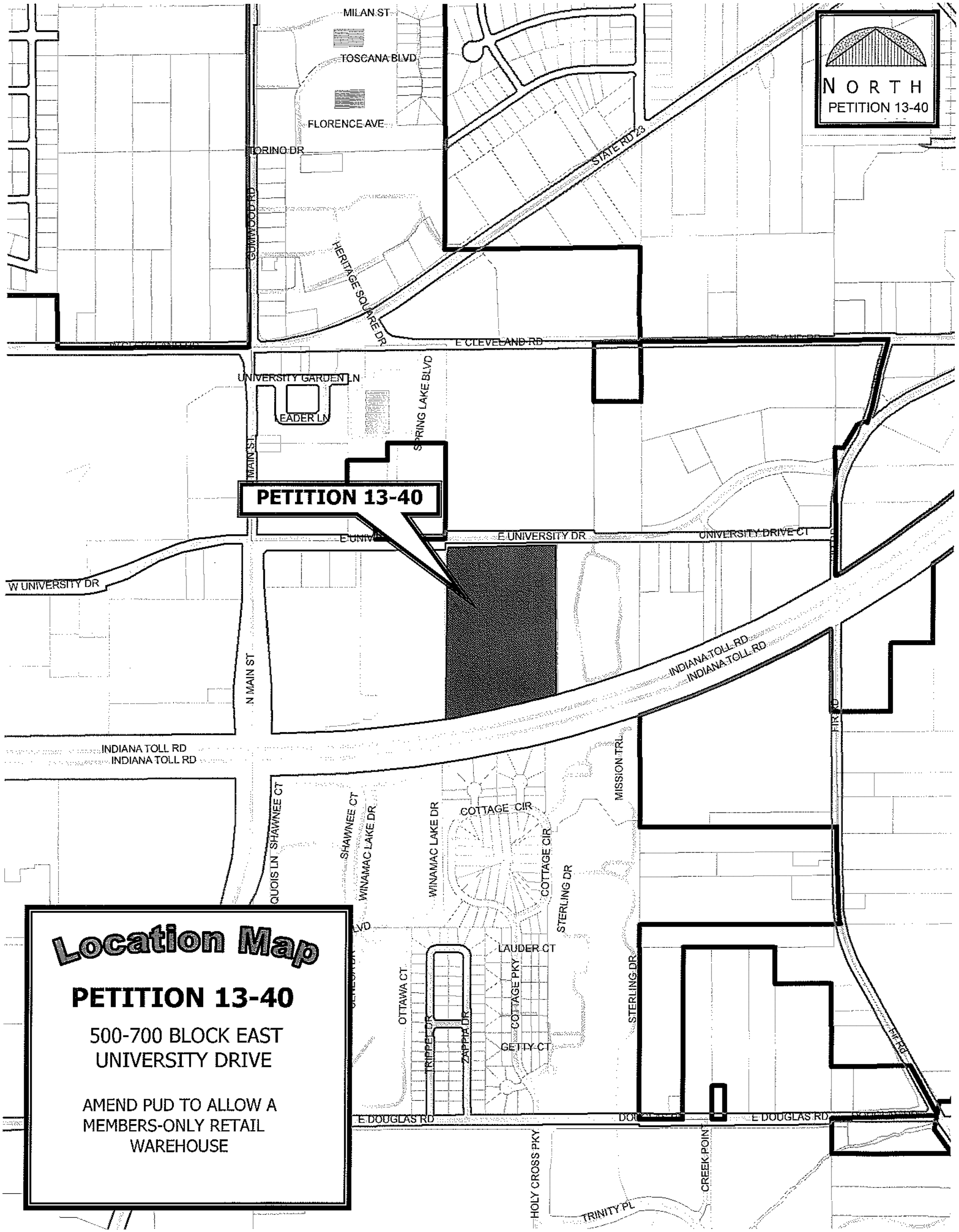
Petitioner owns one hundred (100%) percent of the above described parcel of land which carries a zoning classification of S-2 Planned Unit Development specifically for currently vacant land.

Petitioner desires said real estate to be amended to allow for the construction and operation of an approximately 160,000 square foot members-only retail warehouse with accessory uses to include a free-standing fueling facility and an attached tire center. In addition, a parcel of approximately 1.12 acres will be created for an end-user that has yet to be determined.

Wherefore, the petitioner respectfully requests that the Common Council of the City of Mishawaka refer this matter to the Mishawaka City Plan Commission and that after hearing, an appropriate ordinance be enacted amending the PUD of the above described parcel of land located in the City of Mishawaka.

Jeffrey P. Costello
Chief Financial Officer
Memorial Health System, Inc.

CONTACT PERSON:
Theodore R. Johnson
Costco Wholesale Corporation
c/o TJ Design Strategies, Ltd.
2311 W 22nd Street, Suite 208
Oak Brook, IL 60523
Phone: 630-368-0840 Fax: 630-368-0845
Email: tjohnson@tjdesignltd.com


NORTH
PETITION 13-40
MILAN ST
TOSCANA BLVD
FLORENCE AVE
TORINO DR
GUMWOOD RD
STATE RD 23
HERITAGE SQUARE DR
E CLEVELAND RD
UNIVERSITY GARDEN LN
LEADER LN
SPRING LAKE BLVD
MAIN ST
PETITION 13-40
E UNIVERSITY DR
UNIVERSITY DRIVE CT
W UNIVERSITY DR
INDIANA TOLL RD
INDIANA TOLL RD
N MAIN ST
FIR RD
INDIANA TOLL RD
INDIANA TOLL RD
MISSION TRL
SHAWNEE CT
SHAWNEE CT
WINAMAC LAKE DR
WINAMAC LAKE DR
COTTAGE CIR
COTTAGE CIR
STERLING DR
LAUDER CT
OTTAWA CT
TRIPPEL DR
ZAPPIA DR
COTTAGE PKY
GETTY CT
STERLING DR
FIR RD
E DOUGLAS RD
E DOUGLAS RD
HOLY CROSS PKY
CREEK POIN
TRINITY PL
Location Map
PETITION 13-40
500-700 BLOCK EAST
UNIVERSITY DRIVE
AMEND PUD TO ALLOW A
MEMBERS-ONLY RETAIL
WAREHOUSE

RECEIVED
DEBORAH S. BLOCK, MMC

NOV 13 2013

CITY CLERK
MISHAWAKA, IN

1st Reading 11-18-13
2nd Reading
Passed
Failed
Continued To

PROPOSED ORDINANCE NO. 2013-53

ORDINANCE NO.___________

AN ORDINANCE DECLARING AN EMERGENCY AND TRANSFERRING AND REAPPROPRIATING FUNDS WITHIN THE BUDGET ADOPTED FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2013

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, THAT:

Section 1. An emergency exists which requires the transfer and reappropriation of funds within the Motor Vehicle Highway Fund budget adopted for the fiscal year ending December 31, 2013

Section 2. There is hereby transferred and reappropriated the sum of $34,700.00 as follows:

Motor Vehicle Highway Fund

From:	Street Department		
	Personal Services		
	201-50-411-02	Regular Employees	$ 34,700.00
	Total		$ 34,700.00
To:	Street Department		
	Supplies		
	201-50-423-01	Street Materials	$ 15,000.00
	201-50-423-03	Equip, Parts, Supplies	10,000.00
	Other Services and Charges		
	201-50-432-04	Telephone	3,000.00
	201-50-433-02	Publications	200.00
	201-50-436-01	Building/Equip Repair	5,000.00
	201-50-437-05	Uniforms	1,500.00
	Total		$ 34,700.00

Section 3. This ordinance shall be in full force and effect from and after its passage, signing and attestation.

PASSED BY THE COMMON COUNCIL of the City of Mishawaka, Indiana, on this ______day of ____________, 2013 at ________ o'clock, ___.M.

____
Presiding Officer

ATTEST;

____
Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED BY ME to the Mayor this ______day of____________,2013 at

________ o'clock, ____.M.

____
Deborah S. Block, IAMAC, MMC, City Clerk

APPROVED BY ME this ___day of , ___________ 2013 at_____ o'clock, _M.

____
David A. Wood, Mayor

CITY OF MISHAWAKA

Ronald (Mike) Watson
Street Commissioner

David A. Wood,Mayor

November 13, 2013

Mishawaka Common Council
City Hall
600 East Third Street
Mishawaka, IN 46544

RE: Proposed Ordinance 2013-53

Honorable Council Members:

At this time, we find the need to request a transfer of $34,700 from our *Personal Services/Regular Employees* line #201-50-411-02 to be distributed as follows:

FROM:	Street Department Personal Services		
	201-50-411-02	Regular Employees	$34,700
TO:	Street Department		
	201-50-423-01	Street Materials	$15,000
	201-50-423-03	Equipment/Parts,Supplies	$10,000
	201-50-432-04	Telephone/Paging	$ 3,000
	201-50-433-02	Publications	$ 200
	201-50-436-01	Bldg/Equipment Repair	$ 5000
	201-50-437-05	Uniforms	$ 1,500
		TOTAL -	$34,700

If you have any questions concerning this transfer, please call or visit my office.

Sincerely,

Ronald E. (Mike) Watson
Street Commissioner

500 N. Cedar Street, Mishawaka, IN 46545 (574) 258-1660 FAX (574) 258-1699
Street@mishawaka.in.gov

1st Reading 11-18-13
2nd Reading
Passed
Failed
Continued To

PROPOSED ORDINANCE NO. 2013-54

ORDINANCE NO.____________

AN ORDINANCE DECLARING AN EMERGENCY AND DETERMINING THE EXPENDITURE OF ADDITIONAL FUNDS FOR THE YEAR ENDING DECEMBER 31, 2013

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA INDIANA, THAT:

Section 1. An emergency exists which requires the appropriation of additional funds for the fiscal year ending December 31, 2013 in addition to that set out in detail in the published budget.

Section 2. There is hereby appropriated from the General Fund of the City of Mishawaka the sum of $633,000.00 for assignment as follows:

General Fund

Controller		
Personal Services		
101.02.413.05	Employee Health Insurance	$116,000.00
Other Services and Charges		
101.02.434.90	Insurance, Claims	50,000.00
Law		
Other Services and Charges		
101.06.434.90	Insurance, Claims	50,000.00
Fire		
Personal Services		
101.19.411.60	Overtime	135,000.00
101.19.413.05	Employee Health Insurance	252,000.00
Police		
Personal Services		
101.20.413.05	Employee Health Insurance	30,000.00
	Total	$633,000.00

Section 3. This Ordinance shall be in full force and effect from and after its passage, signing and attestation.

PASSED BY THE COMMON COUNCIL of the City of Mishawaka, Indiana

on this ____________day of ________________,2013 at ______________

o'clock, _____.M.

____
Presiding Officer

ATTEST:

____
Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED BY ME to the Mayor of the City of Mishawaka, Indiana on this________________ day of ___________________,2013 at________ o'clock, _____ .M.

____
Deborah S. Block, MMC, City Clerk

APPROVED BY ME this ____________day of ____________________,2013 at __________________o'clock, ______.M.

____
David A. Wood, Mayor

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

DEPARTMENT OF FINANCE
Rebecca S. Miller, Controller
Misti D. Horvath, Deputy Controller

Date: November 14, 2013

To: Members of the Common Council

From: Becky

Re: Additional Appropriation

RECEIVED
DEBORAH S. BLOCK, MMC
NOV 14 2013
CITY CLERK
MISHAWAKA, IN

In reviewing the account lines prior to year end, I would like to request additional funds in the employee health insurance lines for the general fund, the insurance claims line in both the Controller's budget and the Law budget, and Overtime in the Fire budget.

Concerning health insurance: new employees have been added, employees have shifted from employee only to family and employee/spouse, and the full cost of the medical insurance increase was not known at the time the 2013 budget was prepared.

For the insurance claims line: the Worker's Comp audit came in higher than estimated, and we have received over $115,000 in bills through October for Law since the prior $100,000 additional.

Fire OT: I've attached a spreadsheet showing the various reasons for the OT.

Please contact me if you have any questions or would like additional information.

c: David A. Wood
Geoff Spiess
Dale Freeman

REASONS FOR OT THROUGH THE 11/8/2013 PAYROLL

	3rd Ambo	Billing	Cpat	Court	DC	Dive Ass.	El	Erho	Fire	FL	Fml	Griev.	Inv.
	$ 15,293.21	$0.00	$ 3,013.81	$ -	$ 128,832.15	$ -	4,537.29	6,703.96	7,281.71	16,274.00	$ -	$ -	2,453.78
% of Total	2.66%	0.00000%	0.52383%	0.000000%	22.39250%	0.00000%	0.78863%	1.16523%	1.26564%	2.83%	0.00000%	0%	0.42650%

CODE KEY:

3rd Ambo = 3rd Ambo
Billing = Ambo Billing
Court = Court
CP= CPAT
DC = Doctors Care
Dive Ass. = Dive Assist

EL = Emergency Leave
Erho = Emerg. Run Hold Over
Fire = Fire
Fl = Funeral Leave
Griev. = Grievance
Inv. = Investigation

IT = Info. Tech.
KDC = Kelly Day Change
Late = Late
Manpower = Manpower
Mech. = Mechanical
ML=Military Leave

Neo-Nate = Neonatal Run
Retire = Retire
Sick = Sick
Snow Storm = Snow storm
Spcevent = Special Event
Spctrn = Specialty Training

Transfer = Tranfer
NARC = Drug Check on Ambo
URT = Union Release Time
Wff = Wait For Fill

IT	Kdc	Late	Manp	Mech.	ML	NARC	NEO-NAT	OUT RANK PAY	Retire	Sick	Snow Storm	Spcevent	Spctrn	Transfer
3,989.53	-	206.32	72,489.38	415.92	16,466.60	-	-	33,619.63	63,334.82	64,382.67	-	3,437.24	81,493.43	-
0.69343%	0.00000%	0.03586%	12.59948%	0.07229%	2.86208%	0.00000%	0.00000%	5.84348%	11.00830%	11.19045%	0.00000%	0.59743%	14.16449%	0.00000%

URT	Wff	*SUBTOTAL*	*FLSA*	GRAND TOTAL	Date
-	4,021.33	$ 528,246.78	$ 28,855.31	557,102.09	*TOTAL*
0.00000%	0.69895%		5%		

RECEIVED
DEBORAH S. BLOCK, MMC

NOV 04 2013

CITY CLERK
MISHAWAKA, IN

RESOLUTION NO. 2013-23

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, AUTHORIZING THE PARTICIPATION OF SAID CITY IN THE MOTOR FUEL BUDGETING PROGRAM OF THE INDIANA BOND BANK FOR THE 2014 BUDGET YEAR, THE EXECUTION OF THE QUALIFIED ENTITY REIMBURSEMENT AGREEMENT IN CONNECTION THEREWITH AND OTHER RELATED MATTERS

WHEREAS, the City of Mishawaka, Indiana (the "City") owns and operates a fleet of motor vehicles which motor vehicles are essential to the ability of the City to serve and provide municipal services to the inhabitants of the City, thereby ensuring the safety and well-being of said inhabitants; and

WHEREAS, the Common Council of the City (the "Council"), acting as the legislative body and fiscal body of the City, finds that the availability of motor vehicle fuel, which includes both gasoline and diesel motor fuel (collectively, "Motor Fuel"), is therefore critical to the City in providing such services; and

WHEREAS, the market-driven volatility of Motor Fuel presents a substantial risk to the Motor Fuel budget of the City, which may require the appropriation of additional funds for the purchase of Motor Fuel should prices increase beyond the amount of funds which have been appropriated for such purpose; and

WHEREAS, current market conditions limit the ability of the City to secure Motor Fuel with qualified suppliers of Motor Fuel in a manner which minimizes the adverse impacts of the volatile Motor Fuel market on the budget for the City; and

WHEREAS, the City has been advised by representatives of the Indiana Bond Bank (the "Bond Bank"), including Crowe Horwath LLP and Maverick Energy Consulting, that the Bond Bank has established and continued a motor fuel budgeting program (the "Program") pursuant to which "qualified entities", as defined in Indiana Code 5-1.5-1-8, may participate for the purpose of managing and mitigating the volatility of Motor Fuel prices in order to achieve budget stability; and

WHEREAS, the Council finds that the City participated in the Program for its budget years 2009 through 2013 and is eligible to participate in the Program for its 2014 budget year; and

WHEREAS, the City's Board of Public Works and Safety (the "Board") has considered the matter of the City's participation in the Program for the 2014 budget year and has adopted a resolution recommending to the Council that the City participate in the Program for the 2014 budget year; and

WHEREAS, the Council, having considered the information presented to it, including the recommendation of the Board, finds that (i) participation in the Program will allow the City to manage and mitigate the volatility of Motor Fuel prices in order to achieve stability in the City's Motor Fuel budget for the 2014 budget year, (ii) participation in the Program will enhance the City's ability to continue to operate its motor vehicle fleet in an economical manner to assure the continued provision of municipal services to the inhabitants of the City, and (iii) the City is authorized to participate in the Program pursuant to Indiana Code 5-1.5, 36-1-4 and 36-9-6; and

WHEREAS, the Bond Bank has caused to be prepared a Qualified Entity Reimbursement Agreement in connection with the Program, attached hereto as Exhibit A and incorporated herein by reference (the "Agreement"), for execution by and between the City and the Bond Bank; and

WHEREAS, the Bond Bank intends to enter into agreements substantially the same as the Agreement with other qualified entities in connection with the Program; and

WHEREAS, the Agreement has been reviewed by the Council, which has had an opportunity to obtain independent advice and counsel with respect thereto, and has also had the opportunity to review the Agreement with the Bond Bank and seek explanation of the provisions thereof from the Bond Bank; and

WHEREAS, the Agreement sets forth the obligations of the City with respect to its participation in the Program during the term of the Agreement; and

WHEREAS, based upon the foregoing, the Council finds and determines that the City should participate in the Program for the 2014 budget year, that the Agreement should be approved and that any other actions necessary to be taken to assure the City's participation in the Program for the 2014 budget year should be approved;

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

Section 1. The findings and determinations set forth in the preambles to this Resolution are hereby made findings and determinations of the City.

Section 2. The City is hereby authorized to enter into the Program with the Bond Bank for the purpose of managing and mitigating the volatility of Motor Fuel prices in order to achieve budget stability for the 2014 budget year.

Section 3. The Agreement, in the form attached hereto as Exhibit A, is hereby approved by the Council so that the City may participate in the Program. The Mayor of the City is hereby authorized and directed to execute and deliver, and the Controller of the City is hereby authorized and directed to attest, the Agreement, and to approve any such changes in form or substance thereto which are consistent with the terms of this Resolution, such changes to be conclusively evidenced by its execution. The Mayor, Clerk and Controller of the City, and any officer of the Board, are hereby further authorized and directed to take such other actions or deliver such other certificates as are necessary or desirable in connection with the City's participation in the Program and the other documents needed for the City's participation in the Program as they deem necessary or desirable in connection therewith.

Section 4. The obligations of the City under the Agreement shall be payable from and shall not exceed the amount appropriated by the City for Motor Fuel for the 2014 budget year. The Controller is hereby authorized and directed to make any payments necessary to the Bond Bank pursuant to the terms of the Agreement from funds budgeted by the City for Motor Fuel for the 2014 budget year.

Section 5. All resolutions and parts of resolutions in conflict herewith are hereby repealed.

Section 6. This Resolution shall be in full force and effect upon its passage by the Council and approval by the Mayor of the City as required by law.

Passed this _____ day of __________________, 2013.

COMMON COUNCIL, CITY OF
MISHAWAKA, INDIANA

____
Presiding Officer

Attest:

____
Deborah S. Block, Clerk

Presented by me to the Mayor of the City of Mishawaka, Indiana, on the _____ day of __________________, 2013 at the hour of _____:_____ m.

____
Deborah S. Block, Clerk

This resolution approved and signed by me, the Mayor of the City of Mishawaka, Indiana, on the _____ day of __________________, 2013 at the hour of _____:______m.

____
David A. Wood, Mayor

EXHIBIT A

Form of Qualified Entity Reimbursement Agreement

QUALIFIED ENTITY REIMBURSEMENT AGREEMENT

This QUALIFIED ENTITY REIMBURSEMENT AGREEMENT, dated as of the ___ day of ________, 2013(this "Agreement"), between the INDIANA BOND BANK, a body corporate and politic ("Bond Bank"), created and existing pursuant to the provisions of Indiana Code 5-1.5, as amended (the "Act"), having its principal place of business in the City of Indianapolis, Indiana, and CITY OF MISHAWAKA, INDIANA, a political subdivision of the State of Indiana ("Qualified Entity");

WITNESSETH:

WHEREAS, pursuant to the Act, the Board of Directors of the Bond Bank has adopted a resolution (the "Bond Bank Resolution") establishing a motor fuel budgeting program (the "Fuel Budgeting Program, Series 2014 A") and authorizing the Bond Bank (i) to enter into certain transactions with the Qualified Entity for the purpose of hedging the price associated with the purchase of gasoline and/or diesel motor fuel (such gasoline and diesel motor fuel hereinafter referred to as "Motor Fuel") for use by the Qualified Entity, and (ii) to enter into one or more commodity index swap agreements with one or more commodity index swap counterparties that will allow the Qualified Entity to manage and mitigate the volatility of Motor Fuel prices in order to achieve budget stability for such Qualified Entity; and

WHEREAS, pursuant to Resolution No. _______, adopted on November __, 2013 (the "Qualified Entity Resolution") by the Common Council for the City of Mishawaka, Indiana, acting as the fiscal body for the Qualified Entity, the Qualified Entity is authorized to enter into this Agreement for the purpose of allowing the Bond Bank to (i) solicit and select creditworthy swap counterparties, (ii) negotiate and manage one or more commodity index swap agreements, and (iii) to fund all or a portion of the costs and expenses associated with any such swap agreements and the Fuel Budgeting Program, Series 2014 A, in accordance with this Agreement; and

WHEREAS, pursuant to Resolution No. _______, adopted on November _, 2013 by the Board of Public Works and Safety for the City of Mishawaka, Indiana, acting pursuant to Indiana Code 36-9-6, as amended, as the purchasing agent for the Qualified Entity with respect to Motor Fuel, the Qualified Entity is authorized to pay to the Bond Bank all or a portion of the funds budgeted for Motor Fuel by the Qualified Entity for the purpose of (i) reimbursing the Bond Bank for amounts advanced by the Bond Bank from the Reserve Account (as defined in the Bond Bank Resolution) necessary to make payments due by the Bond Bank, if any, with respect to a commodity index swap agreement, and (ii) to pay any and all expenses associated with or incurred by the Bond Bank in connection with the Fuel Budgeting Program, Series 2014 A, allocable to the Qualified Entity; and

WHEREAS, pursuant to the Bond Bank Resolution and in reliance, in part, on the adoption of the Qualified Entity Resolution and the execution and delivery of this Agreement by the Qualified Entity, the Bond Bank has entered into a commodity index swap agreement in the form of the Master Agreement, including the Schedule thereto and the Credit Support Annex thereto, each dated as of ______, 2013 (collectively, the "ISDA Agreement"), and the Confirmations entered into thereunder each dated ___________, 2013 (the "Confirmations" and, together with the ISDA Agreement, the "Swap Agreement"), with ______________________________ (the "Swap Counterparty");

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein THE BOND BANK AND THE QUALIFIED ENTITY AGREE AS FOLLOWS:

1. Representations and Warranties.

(a) The Qualified Entity makes the following representations and warranties to the Bond Bank:

(i) The Qualified Entity has been duly organized and is validly existing under and pursuant to State law.

(ii) Under State law: (A) the Qualified Entity has full legal right, power and authority (I) to enter into, execute, deliver and perform its obligations under this Agreement, (II) to adopt and perform its obligations under the Qualified Entity Resolution and (III) to carry out and consummate the transactions contemplated by this Agreement and the Qualified Entity Resolution; and (B) the Qualified Entity has complied with and will be in compliance in all respects with the terms of State law in connection with the adoption of the Qualified Entity Resolution and the entering into of this Agreement.

(iii) By all necessary official action, the Qualified Entity has duly approved and adopted the Qualified Entity Resolution, authorized the execution and delivery of this Agreement. This Agreement, when executed and delivered by the parties hereto and the consideration therefor is received by the Qualified Entity, will constitute the legal, valid and binding obligation of the Qualified Entity, enforceable in accordance with its terms, except that its enforceability may be limited by laws relating to bankruptcy, reorganization or other similar laws affecting the rights of creditors, by the exercise of judicial discretion in accordance with general principles of equity and by matters of public policy.

(iv) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Qualified Entity under: (A) any law, regulation, order or decree to which the Qualified Entity is subject; or (B) any agreement or instrument to which the Qualified Entity is a party or by which the Qualified Entity is bound (other than this).

(v) The Qualified Entity is a "qualified entity," within the meaning of Indiana Code 5-1.5-1-8, as amended.

(vi) The Qualified Entity is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United States, or any applicable judgment or decree of any court, regulatory body or other public body or any loan agreement, indenture, bond, note, resolution, agreement or other instrument (collectively, "Laws and Agreements") to which the Qualified Entity is a party or to which the Qualified Entity or any of its property or assets is otherwise subject, and no event has occurred and is continuing, which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument. The execution and delivery of this Agreement and the Qualified Entity's compliance with the provisions hereof will not conflict with or constitute a breach of or default under any Laws and Agreements.

(vii) The Qualified Entity will take such action as may be reasonably requested to facilitate the timely consummation of the transactions contemplated by this Agreement.

(viii) The Qualified Entity hereby covenants that it has taken all proceedings required by law to enable it to appropriate and transfer funds to the Bond Bank as provided in Section 2 hereof.

(ix) Except as disclosed in writing to the Bond Bank, there is no action, suit, proceeding, inquiry or investigation of any nature at law or in equity, before or by any court, governmental agency, public board or body pending or, to the knowledge of the Qualified Entity, threatened, seeking to restrain or enjoin the performance of any of the covenants contained in this Agreement or in any way questioning or affecting (A) the transactions contemplated by this Agreement, (B) the right or authority of the Qualified Entity to carry out the terms and provisions of this Agreement, or (C) the power of the Qualified Entity to perform its obligations under this Agreement. Neither the existence of the Qualified Entity nor the right of the officials of the Qualified Entity to their offices nor the titles of the officers of the Qualified Entity to their respective offices are being contested, and no authority or proceeding in connection with or relating to the execution and delivery of this Agreement has been repealed, revoked or rescinded.

(x) The Qualified Entity hereby covenants that it has duly, regularly and properly adopted or will adopt a budget for 2014 setting forth estimated revenues to be received and estimated expenditures for the fiscal year, including funds appropriated for the purchase of Motor Fuel to be used by the Qualified Entity; has complied with or will comply with all statutory and regulatory requirements with respect to the adoption of such budget; and will levy *ad valorem* property taxes in accordance with all statutory and regulatory requirements.

(b) The Bond Bank makes the following representations and warranties:

(i) The Bond Bank is a separate body corporate and politic, constituting an instrumentality of the State, and duly organized and validly existing as such under the Act.

(ii) The Bond Bank has all necessary power and authority under the Act to enter into this Agreement and to consummate the transactions contemplated hereby and by proper corporate action has duly authorized the execution and delivery of this Agreement.

(iii) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or result in a breach of, and do not and will not constitute a default under, or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Bond Bank under: (A) any law, regulation, order or decree to which the Bond Bank is subject; or (B) any agreement or instrument to which the Bond Bank is a party or by which the Bond Bank is bound.

2. Execution of Swap Agreement; Advancements; Reimbursement by Qualified Entity.

(a) The Bond Bank hereby agrees to enter into the Swap Agreement with the Swap Counterparty for the purpose of hedging the price associated with the purchase of Motor Fuel for use by the Qualified Entity, and to advance payments owed by the Bond Bank to the Swap Counterparty, if any, with respect to the Swap Agreement from the Reserve Account.

(b) Subject to Section 9, the Qualified Entity hereby agrees to appropriate and pay funds to the Bond Bank: (i) to reimburse the Bond Bank for amounts advanced by the Bond Bank from the Reserve Account necessary to make payments due by the Bond Bank to the Swap Counterparty, if any, with respect to the Swap Agreement, which are allocable to the Qualified Entity; (ii) to pay any and all expenses associated with or incurred by Bond Bank in connection with the Fuel Budgeting Program, Series 2014 A, allocable to the Qualified Entity, including, but not limited to, the Swap Agreement, other agreements contemplated under this Agreement, and future agreements, amendments to this Agreement or the agreements contemplated herein, or transactions made pursuant to and consistent with this Agreement; and (iii) paying any other transaction or related costs contemplated hereunder, which are allocable to the Qualified Entity.

(c) Within five (5) business days following a Scheduled Payment Date (as defined in the Swap Agreement), the Bond Bank or its agent shall: (i) confirm and calculate any amounts owed under the Swap Agreement pursuant to this Agreement (A) by the Qualified Entity to the Bond Bank or (B) to the Qualified Entity by the Bond Bank; and (ii) prepare and send any bills or payments to the Qualified Entity for such purpose. In the event the Bond Bank receives payments from the Swap Counterparty on a Scheduled Payment Date, the Bond Bank shall be entitled to retain any interest earned on such payments to cover administrative expenses of the Fuel Budgeting Program, Series 2014 A, prior to disbursing such funds to the Qualified Entity as provided herein.

(d) Any payments to be sent to the Qualified Entity shall be wired in immediately available funds to the account of the City identified below:

Key Bank
ABA # 041001039
Attention: Rebecca Miller – Fuel Hedging
Account # 1009681005521

(e) Upon receipt of a bill stating the amounts owed by the Qualified Entity under this Agreement, the Qualified Entity hereby agrees to pay to the Bond Bank or its agent any amounts due as stated in the bill within fifteen (15) business days following the receipt of such bill. In the event the Bond Bank does not receive payment from the Qualified Entity within fifteen (15) business days following the Qualified Entity's receipt of a bill stating the amounts due, the amount due shall accrue interest from the due date at a rate of eight percent (8.00%) per annum until payment is received by the Bond Bank. In the event that payment is received, such payment shall be used in the following order of priority: (i) to pay any accrued interest; and then (ii) to pay the principal of any amounts owed.

(f) The Qualified Entity agrees that the portion of the Swap Agreement allocated to the Qualified Entity, for which the Qualified Entity will be responsible pursuant to this Agreement, is set forth in Exhibit A attached hereto, commencing on the effective date of the Swap Agreement, as set forth in the Confirmation, and ending on December 31, 2014. The Qualified Entity approves the ISDA Agreement, attached as Exhibit B hereto. The Qualified Entity authorizes the Bond Bank to enter into the Confirmation on or after the date of the execution of this Agreement, so long as: (i) the Confirmation includes both (A) the sale of a floor (put) and (B) the purchase of a cap (call), the combination of which is commonly referred to as a "costless collar"; and (ii) (A) the floor price is no higher than $____, with respect to gasoline, and $____, with respect to diesel, and (B) the cap price is no higher than $____, with respect to gasoline, and $____, with respect to diesel. Upon the execution and delivery of the Confirmation by the Bond Bank and the Swap Counterparty, the Confirmation shall be attached to the ISDA Agreement, as part of the Swap Agreement, which is attached as Exhibit B hereto. The Bond Bank and the Qualified Entity agree that any amounts due by the Qualified Entity under the Swap Agreement pursuant to this Agreement will not exceed the current amount appropriated for Motor Fuel for use by the Qualified Entity.

(g) The terms and conditions for disbursement from the Reserve Account to the Swap Counterparty shall be set forth in the Swap Agreement, attached as Exhibit B hereto, and otherwise as may be entered into by the Bond Bank from time to time pursuant hereto.

(h) For the purposes provided in this Section, the Bond Bank's agent shall be The Bank of New York Mellon Trust Company, N.A., until the Bond Bank provides the Qualified Entity notice otherwise.

3. Withholding of Funds Owed to the Qualified Entity. In the event the Qualified Entity fails to remit payment to the Bond Bank within thirty (30) days after payment is due as provided in Section 2(e) hereof, the Bond Bank shall be entitled to exercise the following rights:

(a) If the Qualified Entity would otherwise be entitled to an allocable portion of amounts owed by the Swap Counterparty under the Swap Agreement pursuant to this Agreement, the Bond Bank shall be entitled to retain and apply such amounts against amounts owed by the Qualified Entity. Any amounts retained under this Section shall be used in the following order of priority: (i) to pay any accrued interest on amounts owed; then (ii) to pay the principal of any amounts owed.

(b) Pursuant to Indiana Code 5-1.5-8-5, to the extent that any department or agency of the State, including the treasurer of state, is the custodian of money payable to the Qualified Entity (other than for goods or services provided by the Qualified Entity), the Bond Bank may provide written notice to the department or agency head that the Qualified Entity is in default on the payment of any amounts owed arising from this Agreement, and the department or agency shall withhold the payment of that money from that Qualified Entity and pay over the money to the Bond Bank for the purpose of paying any amounts owed to the Swap Counterparty pursuant to the Swap Agreement entered into by the Bond Bank on behalf of the Qualified Entity. Any amounts obtained under this Section shall be used in the following order of priority: (i) to pay any accrued interest on amounts owed; then (ii) to pay the principal of any amounts owed.

4. Term of Agreement; Renewal. The term of this Agreement shall commence on January 1, 2014, and, subject to Section 5 hereof, shall remain in full force and effect up to and including December 31, 2014. This Agreement may be extended beyond December 31, 2014, only if and when duly authorized and approved by the Qualified Entity and the Bond Bank, in writing, with the amended terms set forth therein.

5. Termination.

(a) In the event this Agreement is not extended beyond December 31, 2014, and any amount then remains owed and unpaid by one party to the other under this Agreement, this Agreement shall remain in full force and effect until all such amounts have been paid.

(b) In the event the Qualified Entity fails to remit payment to the Bond Bank within thirty (30) days after payment is due as provided in Section 2(e) hereof, the Bond Bank shall be entitled to terminate this agreement in its sole discretion. If the Bond Bank exercises its right to terminate this Agreement, the Bond Bank shall immediately terminate the notional amount of Motor Fuel allocable to the Qualified Entity in the Swap Agreement.

(i) If any termination payment is owed by the Bond Bank to the Swap Counterparty in connection with the termination of the Swap Agreement pursuant to this Section, such amounts shall be immediately due by the Qualified Entity and shall accrue interest at the rate of eight percent (8.00%) per annum from the date of such termination until paid. The Bond Bank shall send the Qualified Entity written notice of the termination payment stating that such termination payment: (A) is due within ten (10) business days following receipt of such notice; (B) shall accrue interest at the rate of eight percent (8.00%) per annum from the date of such termination until repaid; and (C) is in addition to any other amounts owed to the Bond Bank by the Qualified Entity pursuant to this Agreement.

(ii) If any termination payment is received by the Bond Bank from the Swap Counterparty in connection with the termination of the Swap Agreement pursuant to this Section, the Bond Bank shall be entitled to retain and apply such amounts against amounts owed by the Qualified Entity. Any amounts retained under this Section shall be used in the following order of priority: (A) to pay any accrued interest on amounts owed; then (B) to pay the principal of any amounts owed. In the event that there are excess moneys after making the payment of interest and principal amounts due, the Bond Bank shall be entitled to retain all such excess moneys.

6. Verification of Qualified Entity Budget. Simultaneously with the execution of this Agreement, the Qualified Entity shall furnish to the Bond Bank any documentation as requested by the Bond Bank, as to, among other things, the funding and maintenance amounts budgeted for the purchase of Motor Fuel to be used by the Qualified Entity.

7. Pledge and Assignment of Payments. The Qualified Entity and the Bond Bank agree that this Agreement and any payments to be made hereunder may be pledged or assigned by the Bond Bank.

8. Annual Financial Information and Reports. The Qualified Entity agrees to furnish to the Bond Bank, so long as this Agreement or the Swap Agreement entered into by the Bond Bank on behalf of the Qualified Entity pursuant to this Agreement remains in effect, annual financial reports, audit reports and such other financial information as is reasonably requested by the Bond Bank.

9. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

10. Indemnification. To the extent permitted by law, the Qualified Entity releases the Bond Bank from, agrees that the Bond Bank shall not be liable for, and to the extent permitted by law agrees to indemnify and hold the Bond Bank harmless from, any liability for, or expense resulting from (including, but not limited to, reasonable attorneys' fees and expenses), or any loss or damage that may be occasioned by, any cause whatsoever pertaining to the execution and delivery of the Swap Agreement entered into by the Bond Bank on behalf of the Qualified Entity, or the actions taken or to be taken by the Bond Bank under this Agreement, except for the willful misconduct of the Bond Bank or the Trustee.

11. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Bond Bank and the Qualified Entity each agree that they will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Agreement.

12. Waiver. No waiver by either the Bond Bank or the Qualified Entity of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

13. Entire Agreement. This Agreement, together with the Qualified Entity Resolution, merges and supersedes all prior negotiations, representations and agreements between the Bond Bank and the Qualified Entity relating to the subject matter hereof and constitutes the entire agreement between the Bond Bank and the Qualified Entity in respect hereof and thereof.

14. Governing Law. 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.

IN WITNESS WHEREOF, the Bond Bank and the Qualified Entity have caused this Agreement to be executed in their respective names, by their duly authorized officers, under the authority of resolutions adopted by each prior to the date hereof, all as of the day and year first above written.

INDIANA BOND BANK

By: ______________________________
Richard E. Mourdock, Chairperson Ex Officio

Attest:

____
Lisa Cottingham, Executive Director

CITY OF MISHAWAKA, INDIANA

By: ______________________________
David A. Wood, Mayor

Attest:

____
Rebecca Miller, Controller

EXHIBIT A

PORTION OF THE SWAP AGREEMENT ALLOCATED TO
<u>THE QUALIFIED ENTITY</u>

(City of Mishawaka)

Month	Gasoline (in gallons)	Diesel (in gallons)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		
TOTAL:		

EXHIBIT B

SWAP AGREEMENT

IBB 2012 Fuel Budgeting Program

Actual 2012 Program Results -- Heating Oil (Diesel)

Month	Floor	Cap	NYMEX Market Dly Avg	Per Gallon Net (Pay)/Rec	Total Monthly Results*
Jan	$ 2.708	$ 3.2000	$ 3.046	$ -	$ (7,089.00)
Feb	$ 2.708	$ 3.2000	$ 3.194	$ -	(6,768.00)
March	$ 2.708	$ 3.2000	$ 3.227	$ 0.027	(1,883.17)
April	$ 2.708	$ 3.2000	$ 3.156	$ -	(6,643.00)
May	$ 2.708	$ 3.2000	$ 2.919	$ -	(6,450.00)
June	$ 2.708	$ 3.2000	$ 2.614	$ (0.094)	(7,482.17)
July	$ 2.708	$ 3.2000	$ 2.814	$ -	(2,352.00)
Aug	$ 2.708	$ 3.2000	$ 3.054	$ -	(5,943.00)
Sep	$ 2.708	$ 3.2000	$ 3.146	$ -	(7,005.00)
Oct	$ 2.708	$ 3.2000			
Nov	$ 2.708	$ 3.2000			
Dec	$ 2.708	$ 3.2000			
* Summary of Payments to/(from) 19 participants					$ (51,615.34)

Actual 2012 Program Results -- RBOB (Gasoline)

Month	Floor	Cap	NYMEX Market Dly Avg	Per Gallon Net (Pay)/Rec	Total Monthly Results*
Jan	$ 2.480	$ 2.900	$ 2.796	$ -	$ (2,446.00)
Feb	$ 2.480	$ 2.900	$ 3.009	$ 0.109	4,382.10
March	$ 2.480	$ 2.900	$ 3.343	$ 0.443	26,373.85
April	$ 2.480	$ 2.900	$ 3.254	$ 0.325	20,592.77
May	$ 2.480	$ 2.900	$ 2.950	$ 0.050	737.34
June	$ 2.480	$ 2.900	$ 2.651	$ -	(2,403.00)
July	$ 2.480	$ 2.900	$ 2.821	$ -	(2,320.00)
Aug	$ 2.480	$ 2.900	$ 3.030	$ 0.130	6,094.59
Sep	$ 2.480	$ 2.900	$ 2.996	$ 0.096	3,480.45
Oct	$ 2.480	$ 2.900			
Nov	$ 2.480	$ 2.900			
Dec	$ 2.480	$ 2.900			
** Summary of Payments to/(from) 13 participants					$ 54,492.10

Note: Total Monthly Results include a $0.0385 per gallon monthly administrative fee

IBB 2011 Fuel Budgeting Program

Actual 2011 Program Results -- Heating Oil (Diesel)					
Month	Floor	Cap	NYMEX Market Dly Avg	Per Gallon Net (Pay)/Rec	Total Monthly Results*
Jan	$ 2.44	$ 2.75	$ 2.609	$ -	$ (3,630.00)
Feb	$ 2.44	$ 2.75	$ 2.777	$ 0.027	(1,384.40)
March	$ 2.44	$ 2.75	$ 3.046	$ 0.296	24,988.66
April	$ 2.44	$ 2.75	$ 3.207	$ 0.457	40,904.11
May	$ 2.44	$ 2.75	$ 2.964	$ 0.214	18,869.01
June	$ 2.44	$ 2.75	$ 2.977	$ 0.227	7,818.96
July	$ 2.44	$ 2.75	$ 3.078	$ 0.328	13,435.06
Aug	$ 2.44	$ 2.75	$ 2.951	$ 0.201	12,171.07
Sep	$ 2.44	$ 2.75	$ 2.934	$ 0.184	13,224.41
Oct	$ 2.44	$ 2.75	$ 2.959	$ 0.209	16,556.36
Nov	$ 2.44	$ 2.75	$ 3.062	$ 0.312	25,262.53
Dec	$ 2.44	$ 2.75	$ 2.908	$ 0.158	10,778.09
* Summary of Payments to/(from) 10 participants					**$ 178,993.86**

Actual 2011 Program Results -- RBOB (Gasoline)					
Month	Floor	Cap	NYMEX Market Dly Avg	Per Gallon Net (Pay)/Rec	Total Monthly Results*
Jan	$ 2.30	$ 2.61	$ 2.442	$ -	$ (2,041.00)
Feb	$ 2.30	$ 2.61	$ 2.552	$ -	(1,990.00)
March	$ 2.30	$ 2.61	$ 2.997	$ 0.387	17,745.02
April	$ 2.30	$ 2.61	$ 3.267	$ 0.657	30,567.97
May	$ 2.30	$ 2.61	$ 3.096	$ 0.486	22,213.77
June	$ 2.30	$ 2.61	$ 2.951	$ 0.341	15,553.37
July	$ 2.30	$ 2.61	$ 3.096	$ 0.486	22,674.20
Aug	$ 2.30	$ 2.61	$ 2.870	$ 0.260	11,736.54
Sep	$ 2.30	$ 2.61	$ 2.725	$ 0.115	3,781.79
Oct	$ 2.30	$ 2.61	$ 2.681	$ 0.069	1,635.45
Nov	$ 2.30	$ 2.61	$ 2.583	$ -	(1,994.00)
Dec	$ 2.30	$ 2.61	$ 2.598	$ -	(2,077.00)
** Summary of Payments to/(from) 7 participants					**$ 117,806.11**

Note: Total Monthly Results include a $0.04 per gallon monthly administrative fee

IBB 2010 Fuel Budgeting Program

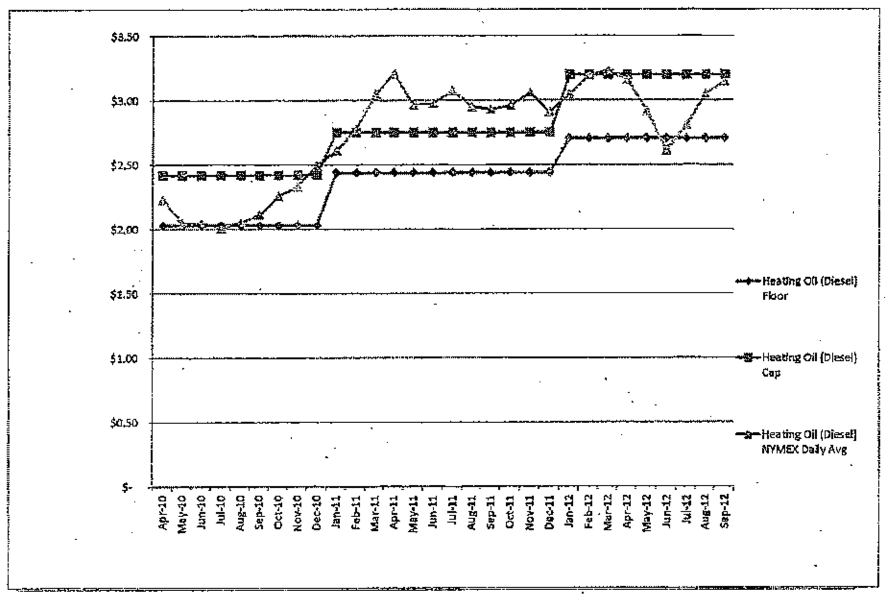
Actual 2010 Program Results -- Heating Oil (Diesel)					
Month	Floor	Cap	NYMEX Market Dly Avg	Per Gallon Net (Pay)/Rec	Total Monthly Results*
April	$ 2.03	$ 2.42	$ 2.23	$ -	$ (3,952.00)
May	$ 2.03	$ 2.42	$ 2.05	$ -	(3,950.00)
June	$ 2.03	$ 2.42	$ 2.05	$ -	(2,688.00)
July	$ 2.03	$ 2.42	$ 2.01	$ (0.02)	(3,930.04)
Aug	$ 2.03	$ 2.42	$ 2.05	$ -	(3,685.00)
Sep	$ 2.03	$ 2.42	$ 2.11	$ -	(4,022.00)
Oct	$ 2.03	$ 2.42	$ 2.26	$ -	(4,053.00)
Nov	$ 2.03	$ 2.42	$ 2.33	$ -	(3,868.00)
Dec	$ 2.03	$ 2.42	$ 2.49	$ 0.07	2,758.39
* Summary of Payments to/(from) 10 participants					$ (27,389.65)

Actual 2010 Program Results -- RBOB (Gasoline)					
Month	Floor	Cap	NYMEX Market Dly Avg	Per Gallon Net (Pay)/Rec	Total Monthly Results**
April	$ 2.00	$ 2.41	$ 2.32	$ -	$ (4,115.00)
May	$ 2.00	$ 2.41	$ 2.11	$ -	(4,040.00)
June	$ 2.00	$ 2.41	$ 2.08	$ -	(4,033.00)
July	$ 2.00	$ 2.41	$ 2.06	$ -	(4,072.00)
Aug	$ 2.00	$ 2.41	$ 1.99	$ (0.01)	(4,533.79)
Sep	$ 2.00	$ 2.41	$ 1.95	$ (0.05)	(9,555.88)
Oct	$ 2.00	$ 2.41	$ 2.11	$ -	(4,701.00)
Nov	$ 2.00	$ 2.41	$ 2.19	$ -	(3,939.00)
Dec	$ 2.00	$ 2.41	$ 2.36	$ -	(4,116.00)
** Summary of Payments to/(from) 9 participants					$ (43,105.67)

Note: Total Monthly Results include a $0.04 per gallon monthly administrative fee

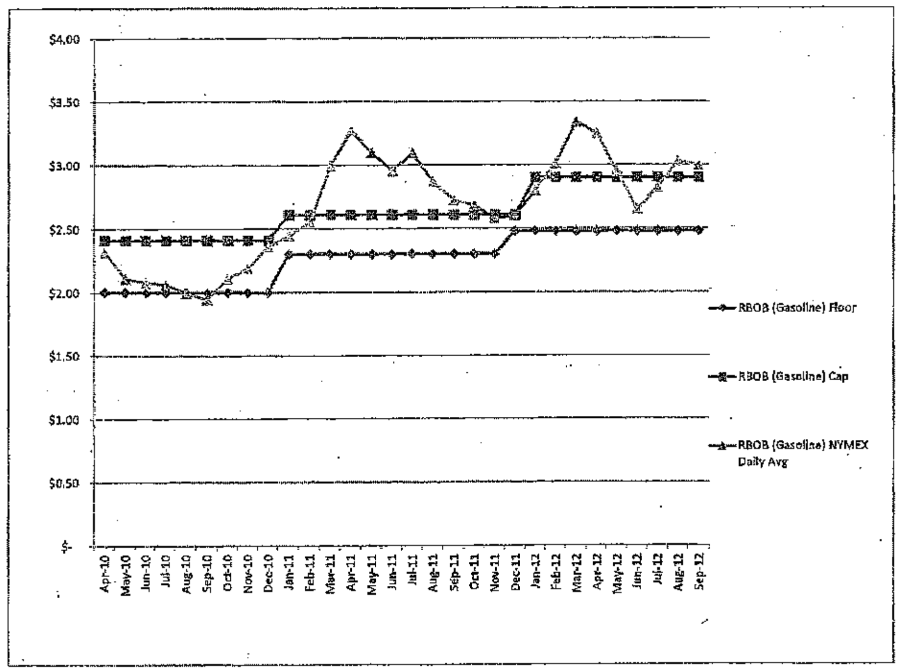
Heating Oil (Diesel)

Month		Floor		Cap		NYMEX Daily Avg
Apr-10	$	2.03	$	2.42	$	2.23
May-10	$	2.03	$	2.42	$	2.06
Jun-10	$	2.03	$	2.42	$	2.05
Jul-10	$	2.03	$	2.42	$	2.01
Aug-10	$	2.03	$	2.42	$	2.05
Sep-10	$	2.03	$	2.42	$	2.11
Oct-10	$	2.03	$	2.42	$	2.26
Nov-10	$	2.03	$	2.42	$	2.33
Dec-10	$	2.03	$	2.42	$	2.49
Jan-11	$	2.44	$	2.75	$	2.61
Feb-11	$	2.44	$	2.75	$	2.78
Mar-11	$	2.44	$	2.75	$	3.05
Apr-11	$	2.44	$	2.75	$	3.21
May-11	$	2.44	$	2.75	$	2.96
Jun-11	$	2.44	$	2.75	$	2.98
Jul-11	$	2.44	$	2.75	$	3.08
Aug-11	$	2.44	$	2.75	$	2.95
Sep-11	$	2.44	$	2.75	$	2.93
Oct-11	$	2.44	$	2.75	$	2.96
Nov-11	$	2.44	$	2.75	$	3.06
Dec-11	$	2.44	$	2.75	$	2.91
Jan-12	$	2.71	$	3.20	$	3.05
Feb-12	$	2.71	$	3.20	$	3.20
Mar-12	$	2.71	$	3.20	$	3.23
Apr-12	$	2.71	$	3.20	$	3.16
May-12	$	2.71	$	3.20	$	2.92
Jun-12	$	2.71	$	3.20	$	2.61
Jul-12	$	2.71	$	3.20	$	2.81
Aug-12	$	2.71	$	3.20	$	3.05
Sep-12	$	2.71	$	3.20	$	3.15



RBOB (Gasoline)

Month	Floor	Cap	NYMEX Daily Avg
Apr-10	$ 2.00	$ 2.41	$ 2.32
May-10	$ 2.00	$ 2.41	$ 2.11
Jun-10	$ 2.00	$ 2.41	$ 2.08
Jul-10	$ 2.00	$ 2.41	$ 2.06
Aug-10	$ 2.00	$ 2.41	$ 1.99
Sep-10	$ 2.00	$ 2.41	$ 1.95
Oct-10	$ 2.00	$ 2.41	$ 2.11
Nov-10	$ 2.00	$ 2.41	$ 2.19
Dec-10	$ 2.00	$ 2.41	$ 2.36
Jan-11	$ 2.30	$ 2.61	$ 2.44
Feb-11	$ 2.30	$ 2.61	$ 2.55
Mar-11	$ 2.30	$ 2.61	$ 3.00
Apr-11	$ 2.30	$ 2.61	$ 3.27
May-11	$ 2.30	$ 2.61	$ 3.10
Jun-11	$ 2.30	$ 2.61	$ 2.95
Jul-11	$ 2.30	$ 2.61	$ 3.10
Aug-11	$ 2.30	$ 2.61	$ 2.87
Sep-11	$ 2.30	$ 2.61	$ 2.72
Oct-11	$ 2.30	$ 2.61	$ 2.68
Nov-11	$ 2.30	$ 2.61	$ 2.58
Dec-11	$ 2.48	$ 2.61	$ 2.60
Jan-12	$ 2.48	$ 2.90	$ 2.80
Feb-12	$ 2.48	$ 2.90	$ 3.01
Mar-12	$ 2.48	$ 2.90	$ 3.34
Apr-12	$ 2.48	$ 2.90	$ 3.25
May-12	$ 2.48	$ 2.90	$ 2.95
Jun-12	$ 2.48	$ 2.90	$ 2.65
Jul-12	$ 2.48	$ 2.90	$ 2.82
Aug-12	$ 2.48	$ 2.90	$ 3.03
Sep-12	$ 2.48	$ 2.90	$ 3.00



Indiana Bond Bank
Fuel Budgeting Program
Results Summary

2013 Heating Oil (HO) Results

Actual 2013 Program Results -- Heating Oil (Diesel)					
Month	Floor	Cap	NYMEX Market Dly Avg	Per Gallon Net (Pay)/Rec	Total Monthly Results*
Jan	$ 2.810	$ 3.2925	$ 3.056	$ -	$ (5,875.00)
Feb	$ 2.810	$ 3.2925	$ 3.151	$ -	(5,531.00)
March	$ 2.810	$ 3.2925	$ 2.953	$ -	(5,338.00)
April	$ 2.810	$ 3.2925	$ 2.893	$ -	(5,495.00)
May	$ 2.810	$ 3.2925	$ 2.887	$ -	(5,426.00)
June	$ 2.810	$ 3.2925	$ 2.890	$ -	(2,005.00)
July	$ 2.810	$ 3.2925	$ 3.015	$ -	(1,868.00)
Aug	$ 2.810	$ 3.2925	$ 3.072	$ -	(5,125.00)
Sep	$ 2.810	$ 3.2925	$ 3.052	$ -	(5,499.00)
Oct	$ 2.810	$ 3.2925	$ -	$ -	-
Nov	$ 2.810	$ 3.2925	$ -	$ -	-
Dec	$ 2.810	$ 3.2925	$ -	$ -	-
* Summary of Payments to/(from) 16 participants					**$ (42,162.00)**

* includes 3.8 cent per gallon administration fee

2013 Gasoline (RBOB) Results

Actual 2013 Program Results -- RBOB (Gasoline)					
Month	Floor	Cap	NYMEX Market Dly Avg	Per Gallon Net (Pay)/Rec	Total Monthly Results*
Jan	$ 2.520	$ 3.000	$ 2.827	$ -	$ (8,368.00)
Feb	$ 2.520	$ 3.000	$ 3.035	$ 0.035	(176.24)
March	$ 2.520	$ 3.000	$ 3.120	$ 0.120	5,276.66
April	$ 2.520	$ 3.000	$ 2.840	$ -	(2,365.00)
May	$ 2.520	$ 3.000	$ 2.837	$ -	(2,508.00)
June	$ 2.520	$ 3.000	$ 2.813	$ -	(2,381.00)
July	$ 2.520	$ 3.000	$ 3.005	$ 0.005	(2,188.67)
Aug	$ 2.520	$ 3.000	$ 2.966	$ -	(2,540.00)
Sep	$ 2.520	$ 3.000	$ 2.734	$ -	(2,470.00)
Oct	$ 2.520	$ 3.000	$ -	$ -	-
Nov	$ 2.520	$ 3.000	$ -	$ -	-
Dec	$ 2.520	$ 3.000	$ -	$ -	-
** Summary of Payments to/(from) 13 participants					$ (17,720.25)

* includes 3.8 cent per gallon administration fee

Heating Oil (HO) History

Month	Floor	Cap	NYMEX Market Dly Avg	Per Gallon Net (Pay)/Rec	Total Monthly Results*	Annual Results
Apr-10	$ 2.030	$ 2.420	$ 2.230	$ -	$ (3,952.00)	
May-10	$ 2.030	$ 2.420	$ 2.047	$ -	(3,950.00)	
Jun-10	$ 2.030	$ 2.420	$ 2.046	$ -	(2,688.00)	
Jul-10	$ 2.030	$ 2.420	$ 2.007	$ (0.023)	(3,930.04)	
Aug-10	$ 2.030	$ 2.420	$ 2.053	$ -	(3,685.00)	
Sep-10	$ 2.030	$ 2.420	$ 2.112	$ -	(4,022.00)	
Oct-10	$ 2.030	$ 2.420	$ 2.260	$ -	(4,053.00)	
Nov-10	$ 2.030	$ 2.420	$ 2.330	$ -	(3,868.00)	
Dec-10	$ 2.030	$ 2.420	$ 2.490	$ 0.070	2,758.39	$ (27,389.65)
Jan-11	$ 2.440	$ 2.750	$ 2.609	$ -	$ (3,630.00)	
Feb-11	$ 2.440	$ 2.750	$ 2.777	$ 0.027	(1,384.40)	
Mar-11	$ 2.440	$ 2.750	$ 3.046	$ 0.296	24,988.66	
Apr-11	$ 2.440	$ 2.750	$ 3.207	$ 0.457	40,904.11	
May-11	$ 2.440	$ 2.750	$ 2.964	$ 0.214	18,869.01	
Jun-11	$ 2.440	$ 2.750	$ 2.977	$ 0.227	7,818.96	
Jul-11	$ 2.440	$ 2.750	$ 3.078	$ 0.328	13,435.06	
Aug-11	$ 2.440	$ 2.750	$ 2.951	$ 0.201	12,171.07	
Sep-11	$ 2.440	$ 2.750	$ 2.934	$ 0.184	13,224.41	
Oct-11	$ 2.440	$ 2.750	$ 2.959	$ 0.209	16,556.36	
Nov-11	$ 2.440	$ 2.750	$ 3.062	$ 0.312	25,262.53	
Dec-11	$ 2.440	$ 2.750	$ 2.908	$ 0.158	10,778.09	$ 178,993.86
Jan-12	$ 2.708	$ 3.200	$ 3.046	$ -	$ (7,089.00)	
Feb-12	$ 2.708	$ 3.200	$ 3.194	$ -	(6,768.00)	
Mar-12	$ 2.708	$ 3.200	$ 3.227	$ 0.027	(1,883.17)	
Apr-12	$ 2.708	$ 3.200	$ 3.156	$ -	(6,643.00)	
May-12	$ 2.708	$ 3.200	$ 2.919	$ -	(6,450.00)	
Jun-12	$ 2.708	$ 3.200	$ 2.614	$ (0.094)	(7,482.17)	
Jul-12	$ 2.708	$ 3.200	$ 2.814	$ -	(2,352.00)	
Aug-12	$ 2.708	$ 3.200	$ 3.054	$ -	(5,943.00)	
Sep-12	$ 2.708	$ 3.200	$ 3.146	$ -	(7,005.00)	
Oct-12	$ 2.708	$ 3.200	$ 3.140	$ -	(6,158.00)	
Nov-12	$ 2.708	$ 3.200	$ 3.012	$ -	(6,557.00)	
Dec-12	$ 2.708	$ 3.200	$ 2.995	$ -	(5,859.00)	$ (70,189.34)

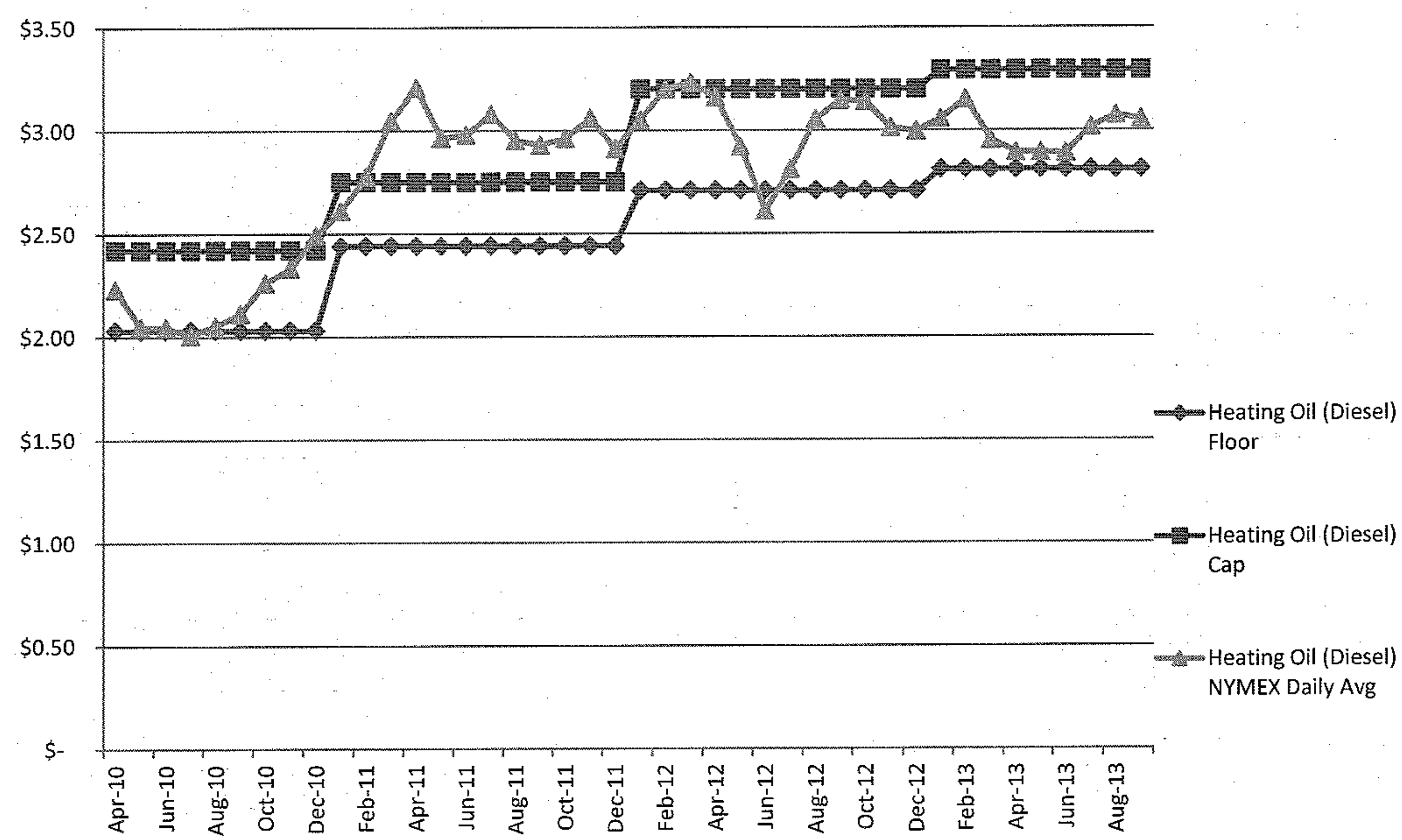
* includes administration fee

Gasoline (RBOB) History

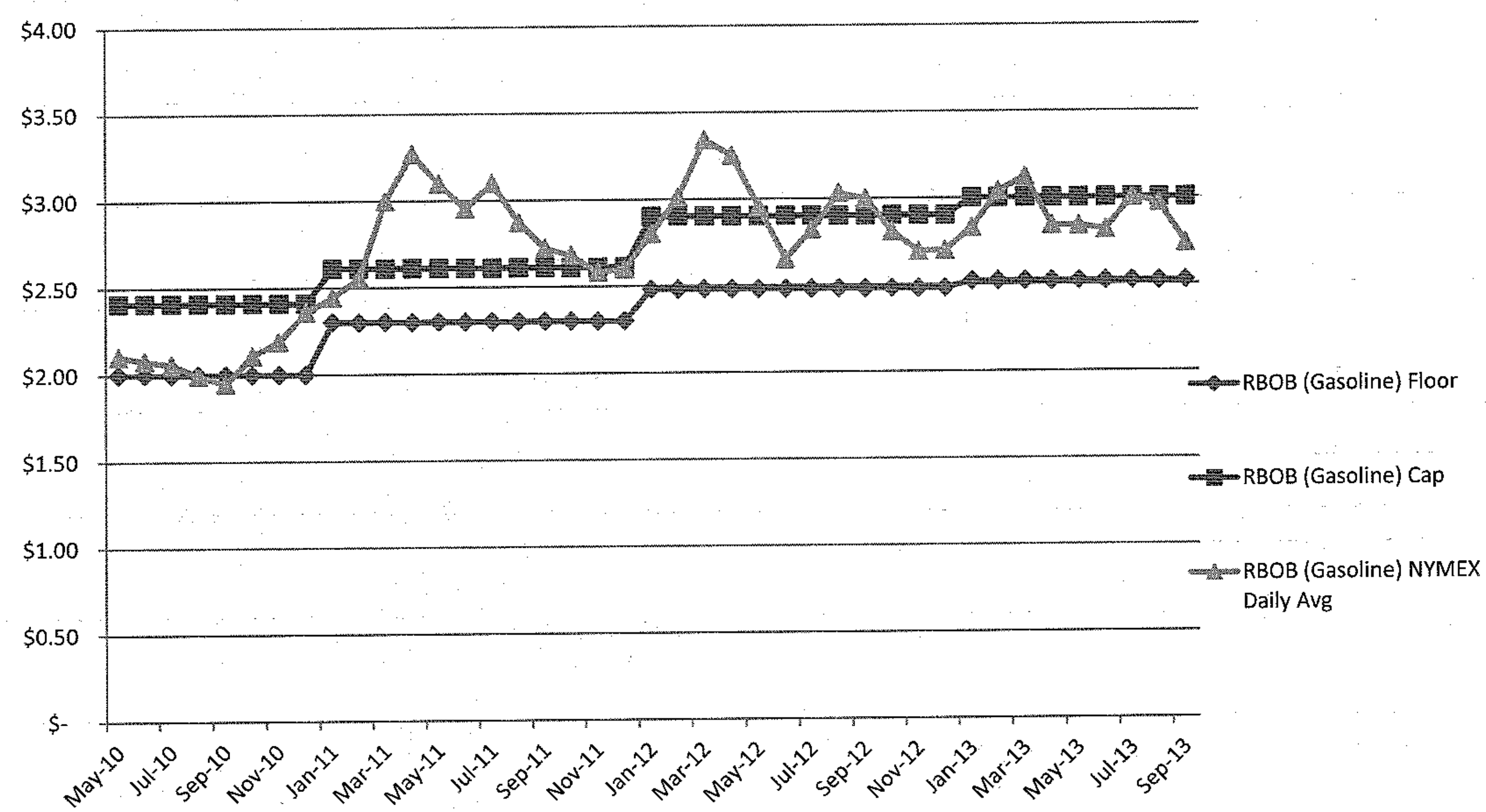
Month	Floor	Cap	NYMEX Market Dly Avg	Per Gallon Net (Pay)/Rec	Total Monthly Results*	Annual Results
Apr-10	$ 2.00	$ 2.41	$ 2.318	$ -	$ (4,115.00)	
May-10	$ 2.00	$ 2.41	$ 2.106	$ -	(4,040.00)	
Jun-10	$ 2.00	$ 2.41	$ 2.080	$ -	(4,033.00)	
Jul-10	$ 2.00	$ 2.41	$ 2.061	$ -	(4,072.00)	
Aug-10	$ 2.00	$ 2.41	$ 1.994	$ (0.006)	(4,533.79)	
Sep-10	$ 2.00	$ 2.41	$ 1.947	$ (0.053)	(9,555.88)	
Oct-10	$ 2.00	$ 2.41	$ 2.110	$ -	(4,701.00)	
Nov-10	$ 2.00	$ 2.41	$ 2.190	$ -	(3,939.00)	
Dec-10	$ 2.00	$ 2.41	$ 2.360	$ -	(4,116.00)	$ (43,105.67)
Jan-11	$ 2.30	$ 2.61	$ 2.442	$ -	$ (2,041.00)	
Feb-11	$ 2.30	$ 2.61	$ 2.552	$ -	(1,990.00)	
Mar-11	$ 2.30	$ 2.61	$ 2.997	$ 0.387	17,745.02	
Apr-11	$ 2.30	$ 2.61	$ 3.267	$ 0.657	30,567.97	
May-11	$ 2.30	$ 2.61	$ 3.096	$ 0.486	22,213.77	
Jun-11	$ 2.30	$ 2.61	$ 2.951	$ 0.341	15,553.37	
Jul-11	$ 2.30	$ 2.61	$ 3.096	$ 0.486	22,674.20	
Aug-11	$ 2.30	$ 2.61	$ 2.870	$ 0.260	11,736.54	
Sep-11	$ 2.30	$ 2.61	$ 2.725	$ 0.115	3,781.79	
Oct-11	$ 2.30	$ 2.61	$ 2.681	$ 0.069	1,635.45	
Nov-11	$ 2.30	$ 2.61	$ 2.583	$ -	(1,994.00)	
Dec-11	$ 2.30	$ 2.61	$ 2.598	$ -	(2,077.00)	$ 117,806.11
Jan-12	$ 2.48	$ 2.90	$ 2.796	$ -	$ (2,446.00)	
Feb-12	$ 2.48	$ 2.90	$ 3.009	$ 0.109	4,382.10	
Mar-12	$ 2.48	$ 2.90	$ 3.343	$ 0.443	26,373.85	
Apr-12	$ 2.48	$ 2.90	$ 3.254	$ 0.325	20,592.77	
May-12	$ 2.48	$ 2.90	$ 2.950	$ 0.050	737.34	
Jun-12	$ 2.48	$ 2.90	$ 2.651	$ -	(2,403.00)	
Jul-12	$ 2.48	$ 2.90	$ 2.821	$ -	(2,320.00)	
Aug-12	$ 2.48	$ 2.90	$ 3.030	$ 0.130	6,094.59	
Sep-12	$ 2.48	$ 2.90	$ 2.996	$ 0.096	3,480.45	
Oct-12	$ 2.48	$ 2.90	$ 2.806	$ -	(2,370.00)	
Nov-12	$ 2.48	$ 2.90	$ 2.692	$ -	(2,283.00)	
Dec-12	$ 2.48	$ 2.90	$ 2.697	$ -	(2,358.00)	$ 47,481.10

* includes adminstration fee

Diesel (HO) Graph



Gasoline (RBOB) Graph



MAVERICK ENERGY

INDIANA BOND BANK FUEL BUDGETING PROGRAM

Fuel Budgeting Program

- Budgeting tool to guard against rising fuel prices (budget insurance)
- Allows smaller entities to pool their fuel budgeting needs to create an effective hedge size (42,000 gallons)
- Share program costs for cost efficiency
- Experience of IBB Staff/Professionals
- IBB Collateral

How the Fuel Budgeting Program Works

- QE (Qualified Entity) continues to purchase fuel as normal
  - Cannot be fixed price contract
- QE completes short application
- QE adopts legal paperwork
- QE determines how much to hedge
  - Maximum of 80% annual consumption

How the Fuel Budgeting Program Works

- Collar
  - Floor and Ceiling
  - NYMEX (New York Mercantile Exchange) fuel pricing
- Administrative Fee
  - 2011 program fee - $0.04 per gallon
  - 2012 program fee - $0.0385 per gallon
  - 2013 program fee - $0.0380 per gallon
- Applications will be available in the Fall for the 2014 Program

2013 Fuel Budgeting Program

- 16 Participants
  - 11 School Corporations
  - 4 Cities
  - 1 County
- Gasoline (RBOB) Collar $2.52 - $3.00
- Diesel (HO) Collar $2.81 - $3.2925

Diesel Example

INDIANA BOND BANK
Fuel Budgeting Program
Examples--Diesel (Heating Oil)

Assumed Floor:	$2.91	$2.91	$2.91
Assumed Cap (1):	$3.29	$3.29	$3.29
Assumed NYMEX Price/gal	$2.87	$3.20	$3.41

	Example 1	*Example 2*	*Example 3*
		Price As Compared to Hedge	
	Lower	*Within*	*Higher*
Monthly Consumption--gallons (As in entity application)	3,750	3,750	3,750
Percentage Hedged (Determined by entity; max 80%)	65.00%	65.00%	65.00%
Monthly Hedge--Gallons	2,438	2,438	2,438
NYMEX Daily Average Price	$2.87	$3.20	$3.41
NYMEX vs. Floor/Cap	($0.04)	$ -	$0.12
Monthly Hedge--Gallons	2,438	2,438	2,438
Distribution (Payment)	$ (97.52)	-	$ 292.56
Monthly Admin Fee (2) (Assumed $.038/gallon hedged)	$ (93.00)	$ (93.00)	$ (93.00)
Total Participant Cash Flow	$ (190.52)	$ (93.00)	$ 199.56

(1) Rounded to 3.29 from $3.2925
(2) Rounded to the nearest dollar

Gasoline Example

INDIANA BOND BANK
Fuel Budgeting Program
Examples--Gasoline (RBOB)

Assumed Floor:	$2.52	$2.52	$2.52
Assumed Cap:	$3.00	$3.00	$3.00
Assumed NYMEX Price/gal	$2.48	$2.85	$3.14

	Example 4	*Example 5*	*Example 6*
	Price As Compared to Hedge		
	Lower	*Within*	*Higher*
Monthly Consumption--gallons (As in entity application)	3,250	3,250	3,250
Percentage Hedged (Determined by entity; max 80%)	65.00%	65.00%	65.00%
Monthly Hedge--Gallons	2,113	2,113	2,113
NYMEX Daily Average Price	$2.48	$2.85	$3.14
NYMEX vs. Floor/Cap	($0.04)	$ -	$0.14
Monthly Hedge--Gallons	2,113	2,113	2,113
Distribution (Payment)	$ (84.52)	-	$ 295.82
Monthly Admin Fee (1) (Assumed $.038/gallon hedged)	$ (80.00)	$ (80.00)	$ (80.00)
Total Participant Cash Flow	$ (164.52)	$ (80.00)	$ 215.82

(1) Rounded to the nearest dollar

2013 Diesel Results

Actual 2013 Program Results -- Heating Oil (Diesel)					
Month	Floor	Cap	NYMEX Market Dly Avg	Per Gallon Net (Pay)/Rec	Total Monthly Results*
Jan	$ 2.810	$ 3.2925	$ 3.056	$ -	$ (5,875.00)
Feb	$ 2.810	$ 3.2925	$ 3.151	$ -	(5,531.00)
March	$ 2.810	$ 3.2925	$ 2.953	$ -	(5,338.00)
April	$ 2.810	$ 3.2925	$ 2.893	$ -	(5,495.00)
May	$ 2.810	$ 3.2925	$ 2.887	$ -	(5,426.00)
June	$ 2.810	$ 3.2925	$ 2.890	$ -	(2,005.00)
July	$ 2.810	$ 3.2925	$ 3.015	$ -	(1,868.00)
Aug	$ 2.810	$ 3.2925	$ 3.072	$ -	(5,125.00)
Sep	$ 2.810	$ 3.2925	$ -	$ -	-
Oct	$ 2.810	$ 3.2925	$ -	$ -	-
Nov	$ 2.810	$ 3.2925	$ -	$ -	-
Dec	$ 2.810	$ 3.2925	$ -	$ -	-
* Summary of Payments to/(from) 16 participants					**$ (36,663.00)**

Note: Monthly results include a $0.0380 per gallon administrative fee.

2013 Gasoline Results

Actual 2013 Program Results -- RBOB (Gasoline)					
Month	Floor	Cap	NYMEX Market Dly Avg	Per Gallon Net (Pay)/Rec	Total Monthly Results*
Jan	$ 2.520	$ 3.000	$ 2.827	$ -	$ (8,368.00)
Feb	$ 2.520	$ 3.000	$ 3.035	$ 0.035	(176.24)
March	$ 2.520	$ 3.000	$ 3.120	$ 0.120	5,276.66
April	$ 2.520	$ 3.000	$ 2.840	$ -	(2,365.00)
May	$ 2.520	$ 3.000	$ 2.837	$ -	(2,508.00)
June	$ 2.520	$ 3.000	$ 2.813	$ -	(2,381.00)
July	$ 2.520	$ 3.000	$ 3.005	$ 0.005	(2,188.67)
Aug	$ 2.520	$ 3.000	$ 2.966	$ -	(2,540.00)
Sep	$ 2.520	$ 3.000	$ -	$ -	-
Oct	$ 2.520	$ 3.000	$ -	$ -	-
Nov	$ 2.520	$ 3.000	$ -	$ -	-
Dec	$ 2.520	$ 3.000	$ -	$ -	-
** Summary of Payments to/(from) 13 participants					**$ (15,250.25)**

Note: Monthly results include a $0.0380 per gallon administrative fee.

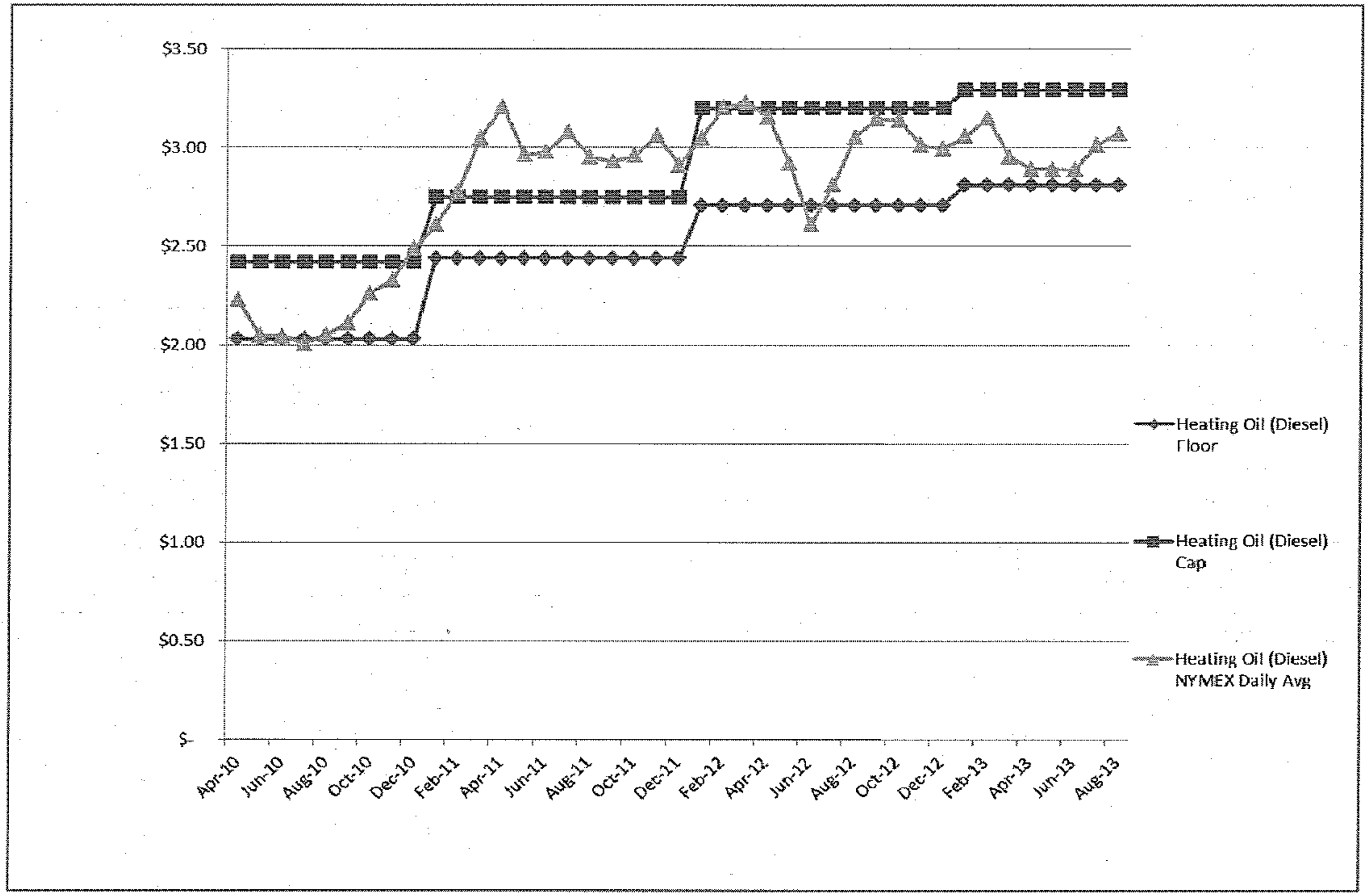
Heating Oil (HO) History

Month	Floor	Cap	NYMEX Market Dly Avg	Per Gallon Net (Pay)/Rec	Total Monthly Results*	Annual Results
Apr-10	$ 2.030	$ 2.420	$ 2.230	$ -	$ (3,952.00)	
May-10	$ 2.030	$ 2.420	$ 2.047	$ -	(3,950.00)	
Jun-10	$ 2.030	$ 2.420	$ 2.046	$ -	(2,688.00)	
Jul-10	$ 2.030	$ 2.420	$ 2.007	$ (0.023)	(3,930.04)	
Aug-10	$ 2.030	$ 2.420	$ 2.053	$ -	(3,685.00)	
Sep-10	$ 2.030	$ 2.420	$ 2.112	$ -	(4,022.00)	
Oct-10	$ 2.030	$ 2.420	$ 2.260	$ -	(4,053.00)	
Nov-10	$ 2.030	$ 2.420	$ 2.330	$ -	(3,868.00)	
Dec-10	$ 2.030	$ 2.420	$ 2.490	$ 0.070	2,758.39	$ (27,389.65)
Jan-11	$ 2.440	$ 2.750	$ 2.609	$ -	$ (3,630.00)	
Feb-11	$ 2.440	$ 2.750	$ 2.777	$ 0.027	(1,384.40)	
Mar-11	$ 2.440	$ 2.750	$ 3.046	$ 0.296	24,988.66	
Apr-11	$ 2.440	$ 2.750	$ 3.207	$ 0.457	40,904.11	
May-11	$ 2.440	$ 2.750	$ 2.964	$ 0.214	18,869.01	
Jun-11	$ 2.440	$ 2.750	$ 2.977	$ 0.227	7,818.96	
Jul-11	$ 2.440	$ 2.750	$ 3.078	$ 0.328	13,435.06	
Aug-11	$ 2.440	$ 2.750	$ 2.951	$ 0.201	12,171.07	
Sep-11	$ 2.440	$ 2.750	$ 2.934	$ 0.184	13,224.41	
Oct-11	$ 2.440	$ 2.750	$ 2.959	$ 0.209	16,556.36	
Nov-11	$ 2.440	$ 2.750	$ 3.062	$ 0.312	25,262.53	
Dec-11	$ 2.440	$ 2.750	$ 2.908	$ 0.158	10,778.09	$ 178,993.86
Jan-12	$ 2.708	$ 3.200	$ 3.046	$ -	$ (7,089.00)	
Feb-12	$ 2.708	$ 3.200	$ 3.194	$ -	(6,768.00)	
Mar-12	$ 2.708	$ 3.200	$ 3.227	$ 0.027	(1,883.17)	
Apr-12	$ 2.708	$ 3.200	$ 3.156	$ -	(6,643.00)	
May-12	$ 2.708	$ 3.200	$ 2.919	$ -	(6,450.00)	
Jun-12	$ 2.708	$ 3.200	$ 2.614	$ (0.094)	(7,482.17)	
Jul-12	$ 2.708	$ 3.200	$ 2.814	$ -	(2,352.00)	
Aug-12	$ 2.708	$ 3.200	$ 3.054	$ -	(5,943.00)	
Sep-12	$ 2.708	$ 3.200	$ 3.146	$ -	(7,005.00)	
Oct-12	$ 2.708	$ 3.200	$ 3.140	$ -	(6,158.00)	
Nov-12	$ 2.708	$ 3.200	$ 3.012	$ -	(6,557.00)	
Dec-12	$ 2.708	$ 3.200	$ 2.995	$ -	(5,859.00)	$ (70,189.34)

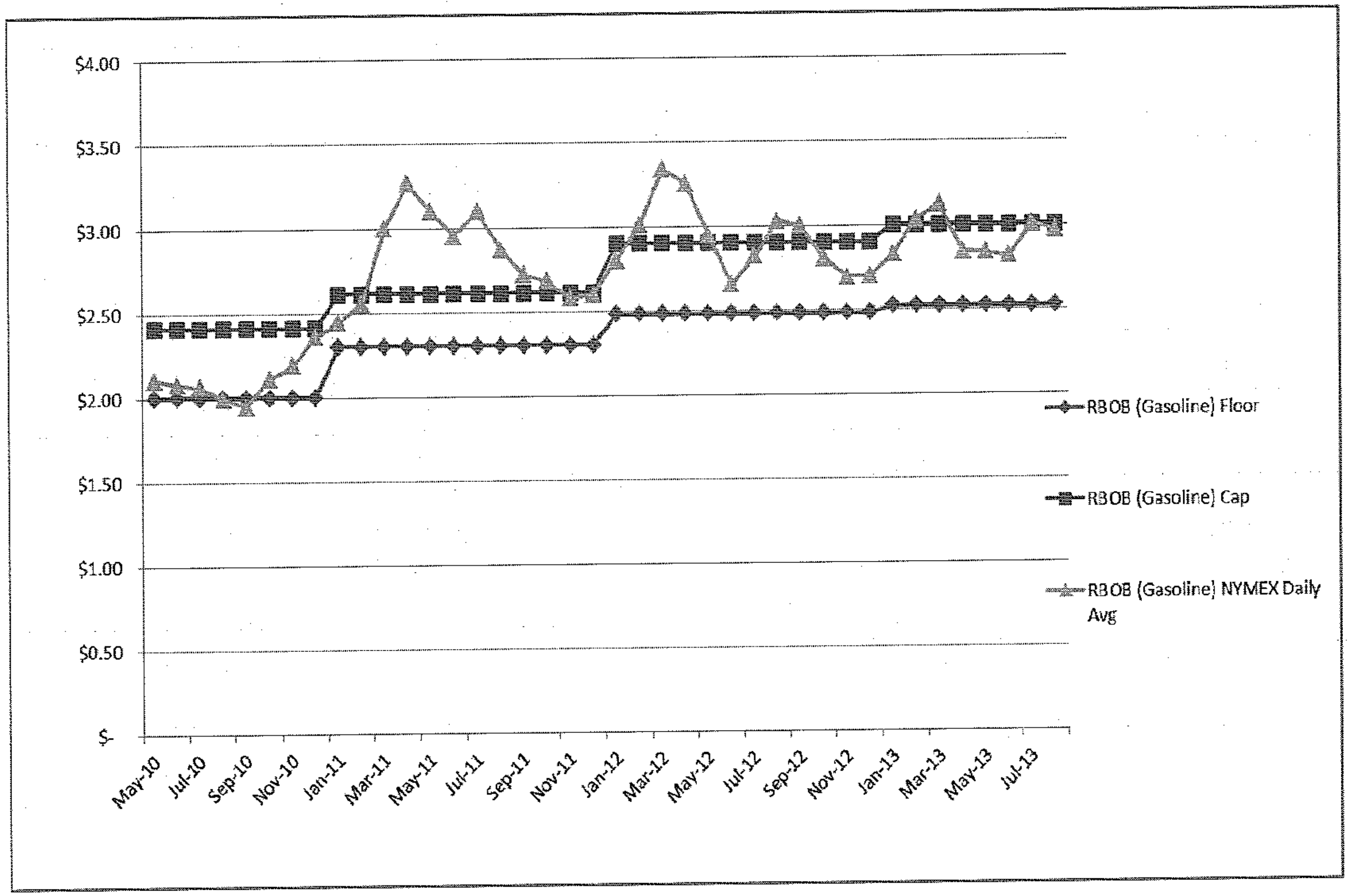
RBOB (Gasoline) History

Month	Floor	Cap	NYMEX Market Dly Avg	Per Gallon Net (Pay)/Rec	Total Monthly Results*	Annual Results
Apr-10	$ 2.00	$ 2.41	$ 2.318	$ -	$ (4,115.00)	
May-10	$ 2.00	$ 2.41	$ 2.106	$ -	(4,040.00)	
Jun-10	$ 2.00	$ 2.41	$ 2.080	$ -	(4,033.00)	
Jul-10	$ 2.00	$ 2.41	$ 2.061	$ -	(4,072.00)	
Aug-10	$ 2.00	$ 2.41	$ 1.994	$ (0.006)	(4,533.79)	
Sep-10	$ 2.00	$ 2.41	$ 1.947	$ (0.053)	(9,555.88)	
Oct-10	$ 2.00	$ 2.41	$ 2.110	$ -	(4,701.00)	
Nov-10	$ 2.00	$ 2.41	$ 2.190	$ -	(3,939.00)	
Dec-10	$ 2.00	$ 2.41	$ 2.360	$ -	(4,116.00)	$ (43,105.67)
Jan-11	$ 2.30	$ 2.61	$ 2.442	$ -	$ (2,041.00)	
Feb-11	$ 2.30	$ 2.61	$ 2.552	$ -	(1,990.00)	
Mar-11	$ 2.30	$ 2.61	$ 2.997	$ 0.387	17,745.02	
Apr-11	$ 2.30	$ 2.61	$ 3.267	$ 0.657	30,567.97	
May-11	$ 2.30	$ 2.61	$ 3.096	$ 0.486	22,213.77	
Jun-11	$ 2.30	$ 2.61	$ 2.951	$ 0.341	15,553.37	
Jul-11	$ 2.30	$ 2.61	$ 3.096	$ 0.486	22,674.20	
Aug-11	$ 2.30	$ 2.61	$ 2.870	$ 0.260	11,736.54	
Sep-11	$ 2.30	$ 2.61	$ 2.725	$ 0.115	3,781.79	
Oct-11	$ 2.30	$ 2.61	$ 2.681	$ 0.069	1,635.45	
Nov-11	$ 2.30	$ 2.61	$ 2.583	$ -	(1,994.00)	
Dec-11	$ 2.30	$ 2.61	$ 2.598	$ -	(2,077.00)	$ 117,806.11
Jan-12	$ 2.48	$ 2.90	$ 2.796	$ -	$ (2,446.00)	
Feb-12	$ 2.48	$ 2.90	$ 3.009	$ 0.109	4,382.10	
Mar-12	$ 2.48	$ 2.90	$ 3.343	$ 0.443	26,373.85	
Apr-12	$ 2.48	$ 2.90	$ 3.254	$ 0.325	20,592.77	
May-12	$ 2.48	$ 2.90	$ 2.950	$ 0.050	737.34	
Jun-12	$ 2.48	$ 2.90	$ 2.651	$ -	(2,403.00)	
Jul-12	$ 2.48	$ 2.90	$ 2.821	$ -	(2,320.00)	
Aug-12	$ 2.48	$ 2.90	$ 3.030	$ 0.130	6,094.59	
Sep-12	$ 2.48	$ 2.90	$ 2.996	$ 0.096	3,480.45	
Oct-12	$ 2.48	$ 2.90	$ 2.806	$ -	(2,370.00)	
Nov-12	$ 2.48	$ 2.90	$ 2.692	$ -	(2,283.00)	
Dec-12	$ 2.48	$ 2.90	$ 2.697	$ -	(2,358.00)	$ 47,481.10

Diesel Cap and Collar with NYMEX Average



Gasoline Cap and Collar with NYMEX Average



Frequently Asked Questions (FAQs)

- *Q. Where do I purchase my fuel if I participate in the Bond Bank Fuel Budgeting Program?*
- A. Entities purchase and pay for fuel from any vendor.

- *Q. Can I participate in the Fuel Budgeting Program if I fixed my price with my vendor?*
- A. If you fix 100% of your fuel price for the entire year, you cannot participate in the program. However, you can participate if you bid and set the price each month, or have a portion of your volume that is not fixed with your vendor (avoid "double hedging").

FAQs Continued

- *Q. What is NYMEX?*
- A. NYMEX stands for New York Mercantile Exchange. The NYMEX daily average will be different from the pump price or the amount you pay your vendor since it does not include delivery, taxes and other costs.

- *Q. How does settlement work at the end of each month?*
- A. The Bond Bank will settle at the end of each month based upon the NYMEX daily average in relation to the collar using the amount that you hedged. The Bond Bank will notify you of the results at the end of each month. You will receive an invoice or a wire.

FAQs Continued

- *Q. Do I need to send the Bond Bank my invoices for my fuel purchases?*
- A. No, the Bond Bank does not need your actual fuel purchase information.

- *Q. How is the collar and fee established?*
- A. The 2013 collar was established in December of 2012 based upon market conditions. The fee per gallon hedged is set to cover Bond Bank program costs.

FAQs Continued

- *How does an entity participate in the Program?*
- A. Applications for 2014 will be available in the fall of 2013. Call the Bond Bank at 317-233-0888 or visit our website at www.in.gov/bond for an application

Questions

MAVERICK ENERGY

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Ron Mangus 317.233.0091 or rmangus@inbondbank.com

John Righeimer 815.498.3855 or righeimer@maverickec.com

www.in.gov/bond

2013 Gasoline

	Reimbursement	Fee	
January	$ -	$ 317.00	
February	$ (268.00)	$ 289.00	
March	$ (890.69)	$ 283.00	
April	$ -	$ 274.00	
May	$ -	$ 289.00	
June	$ -	$ 286.00	
July	$ -	$ 261.20	
August	$ -	$ 304.00	
September	$ -	$ 300.00	
October	$ -	$ -	
November	$ -	$ -	
December	$ -	$ -	
	$ (1,158.69)	$ 2,603.20	$ 1,444.51

2013 Diesel

January	$ -	$ 205.00	
February	$ -	$ 109.00	
March	$ -	$ 100.00	
April	$ -	$ 91.00	
May	$ -	$ 107.00	
June	$ -	$ 105.00	
July	$ -	$ 106.00	
August	$ -	$ 108.00	
September	$ -	$ 105.00	
October	$ -	$ -	
November	$ -	$ -	
December	$ -	$ -	
	$ -	$ 1,036.00	$ 1,036.00

Total (reimbursement)/payment $ 2,480.51

1st Reading 11-06-13
2nd Reading
Passed
Failed
Continued To

RECEIVED
DEBORAH S. BLOCK, MMC
NOV 08 2013
CITY CLERK
MISHAWAKA, IN

PROPOSED ORDINANCE NO. 2013-49

ORDINANCE NO. ________

AN ORDINANCE ESTABLISHING A SCHEDULE OF RATES AND CHARGES FOR ELECTRIC ENERGY AND SERVICES RENDERED BY THE MISHAWAKA UTILITIES ELECTRIC DEPARTMENT.

WHEREAS, the City of Mishawaka, Indiana, owns and operates the Mishawaka Utilities Electric Department for the purpose of distributing electric energy in said City and surrounding areas; and

WHEREAS, the existing rates and charges for services provided by the Mishawaka Utilities Electric Department were placed into effect following the Indiana Utility Regulatory Commission's approval thereof in Cause No. 39719; and

WHEREAS, the Common Council of the City of Mishawaka has found that (i) the existing electric rates and charges of the Mishawaka Utilities Electric Department do not produce an income sufficient to maintain the Utility property in a sound physical and financial condition to render adequate and efficient service, (ii) Mishawaka Utilities Electric Department's existing rates and charges do not produce revenues sufficient to provide for all the legal and other necessary expenses incident to operation of the Utility (including, but not limited to, operation and maintenance costs, upkeep, repairs, depreciation and taxes), to provide adequate money for working capital, to provide funds for making extensions and replacements, to provide funds for payments to the City in lieu of taxes and to provide a reasonable return upon the City's investment in plant and, therefore, such current rates and charges are not "reasonable and just charges" within the meaning of IC 8-1.5-3-8 and need to be adjusted, (iii) the proposed rates and charges attached hereto as Exhibit "A" are designed so as to be nondiscriminatory, "reasonable and just charges" for services within the meaning of IC 8-1.5-3-8, and (iv) the proposed rates and charges attached reflect therein the election of the Common Council to include in such rates and charges each of the elements of "reasonable and just charges" under IC-8-1.5-3-8, and

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

Section 1. The rates and charges for the Mishawaka Utilities Electric Department are those set forth in Exhibit "A" attached hereto, made a part hereof and incorporated herein by reference.

Section 2. From time to time the cost of purchased power will be adjusted by Indiana Michigan Power in accordance with the rules and regulations promulgated by the Federal Energy Regulatory Commission. The Mishawaka Electric Utility's rates may be adjusted solely by the change in the cost of purchased power (the "I&M Adjustment Factor"). The I&M Adjustment Factor will be calculated in a manner reflected or closely reflected in Appendix A and, unless otherwise directed by the Common Council, shall be effective upon presentation to the Common Council for its review.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. This Ordinance shall be in full force and effect from and after its passage.

PASSED and adopted by the Common Council of the City of Mishawaka, Indiana, this ____ day of ______________, 2013 at _____ o'clock p.m.

____

Presiding Officer

ATTEST:

____

Deborah S. Block, IAMC, MMC City Clerk

PRESENTED by me to the Mayor of the City of Mishawaka, Indiana, on this _____ day of ______________, 2013 at ______o'clock ___.m.

____

Deborah S. Block, IAMC, MMC City Clerk

APPROVED BY ME this _____ day of ______________, 2013 at ______ o'clock ___.m.

____

Mayor, City of Mishawaka

EXHIBIT "A"

CONTENTS

RATE "R" RESIDENTIAL SERVICE
RATE "C" COMMERCIAL SERVICE
RATE "P" COMMERIAL POWER SERVICE
RATE "I" INDUSTRIAL POWER SERVICE
RATE "MS" MUNICIPAL SERVICE
RATE "EH" ELECTRIC HEATING SERVICE
RATE "S" SCHOOL SERVICE
RATE "OL" OUTDOOR LIGHTING
RATE "SL" STREET LIGHTING SERVICE
APPENDIX A
APPENDIX B

RATE "R"

MISHAWAKA (INDIANA) ELECTRIC UTILITY

RESIDENTIAL SERVICE

To Whom Available

Available for residential service through one meter to individual residential customers including rural residential customers.

Character of Service

Alternating current, sixty-cycle, single-phase, at a standard voltage.

Rates

Customer Charge:	$6.36 per month for each dwelling unit.	
Energy Charge:	For the first 500 KWH used per month	10.02¢ per KWH
	Energy over 500 KWH used per month	9.03¢ per KWH

Minimum Payment

The customer's minimum monthly payment under this rate shall be the Customer Charge plus the Energy Charge for the month.

Rate Adjustment

See Appendix A.

Non-Recurring Charges

See Appendix B.

Terms

Contracts under this rate shall be made for no less than one year and shall be self-renewing for successive periods of one year each until either party shall give at least 48 hours' notice to the other of their intention to discontinue service at the end of any earlier period. The Utility reserves the right to require contracts for periods in excess of one year.

Special Terms and Conditions

This rate is available for single-phase service only. Where three-phase service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable power rate will apply to such service.

RATE "C"

MISHAWAKA (INDIANA) ELECTRIC UTILITY

COMMERCIAL SERVICE

To Whom Available

Available to non-residential and commercial customers.

Character of Service

Alternating current, sixty-cycle, single-phase service supplied through a single set of service wires on a single meter location at a standard service voltage.

Rates

Customer Charge: $6.36 per month for each service location.

Energy Charge: 12.44¢ for all KWH.

Minimum Payment

The minimum monthly payment for service shall be the Customer Charge plus the Energy Charge plus the Demand Charge, if applicable.

Rate Adjustment

See Appendix A.

Non-Recurring Charges

See Appendix B.

Terms

Contracts under this rate shall be made for no less than one year and shall be self-renewing for successive periods of one year each until either party shall give at least 48 hours' notice to the other of their intention to discontinue service at the end of any earlier period. The Utility reserves the right to require contracts for periods in excess of one year.

Special Terms and Conditions

This rate is available for single-phase service only. Where three-phase service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable power rate will apply to such service.

Unmetered Usage

For customers whose service cannot reasonably be metered, the Utility shall estimate the average monthly KwHs usage and the bill shall be based on estimated average KwHs usage price at the current rates for Commercial Service, including Rate Adjustment.

RATE "P"

MISHAWAKA (INDIANA) ELECTRIC UTILITY

COMMERCIAL POWER SERVICE

To Whom Available

Available for all commercial and industrial customers taking service through one three-phase meter with a monthly billing demand less than 150 KW.

Character of Service

Alternative current, sixty-cycle, three-phase service supplied through a single set of service wires to a single meter location. The service voltage shall be standard secondary voltage as the Utility may, at its option, make available.

Any applicant requiring service differing from that to be supplied as herein provided shall provide proper converting, transforming, regulating, or other equipment upon his own premises at his own expense.

Rates

The rate for electrical energy supplied hereunder shall be as follows:

Customer Charge: $22.31 per month per service location.

Demand Charge: $8.42 per KW of billing demand for the month.

Energy Charge: 6.72¢ per KWH for all KWH.

Rate Adjustment

See Appendix A.

Non-Recurring Charges

See Appendix B.

Terms

Contracts under this rate shall be made for no less than one year and shall be self-renewing for successive periods of one year each until either party shall give at least 48 hours' notice to the other of their intention to discontinue service at the end of any earlier period. The Utility reserves the right to require contracts for periods in excess of one year.

Monthly Minimum Payment

The monthly minimum charge shall be the Customer Charge plus Demand Charge plus the Energy Charge for the month.

Measurement of Maximum Demand

Maximum demand shall be measured by suitable recording instruments provided by the Utility and in any month the maximum demand expressed in kilowatts shall be the highest registration of a 15 minute integrating demand meter or the highest registration of a thermal type demand meter.

RATE "P" (Continued)

Billing Demand

The billing demand for any month shall be the greater of (i) 5 KW or (ii) the maximum demand for the month.

Delivery Voltage

Where the Utility elects to meter the customer's service at the Utility's primary voltage, the measured maximum demand and energy will be multiplied by 0.98.

Primary Voltage Service

Where customer furnished and maintains all transformers and/or other apparatus necessary for the customer to take its entire service at the primary voltage of the Utility distribution system, a credit of 44¢ per KW of monthly billing maximum load will be applied to each month's net bill.

RATE "I"

MISHAWAKA (INDIANA) ELECTRIC UTILITY

INDUSTRIAL POWER SERVICE

To Whom Available

Available for all industrial customers taking service through one three-phase meter with a monthly billing demand greater than 149 KW.

Character of Service

Alternative current, sixty-cycle, three-phase service supplied through a single set of service wires to a single meter location. The service voltage shall be standard secondary voltage as the Utility may, at its option, make available.

Any applicant requiring service differing from that to be supplied as herein provided shall provide proper converting, transforming, regulating, or other equipment upon his own premises at his own expense.

Rates

The rate for electrical energy supplied hereunder shall be as follows:

Customer Charge: $19.65 per month per service location.

Demand Charge: $7.42 per KW of billing demand for the month or at the Utility's option:

$6.68 per KVA of billing demand for the month if it is determined by metering that customer's monthly power factor is less than 85% leading or lagging.

Energy Charge: 5.915¢ per KWH for all KWH.

Rate Adjustment

See Appendix A.

Non-Recurring Charges

See Appendix B.

Terms

Contracts under this rate shall be made for no less than one year and shall be self-renewing for successive periods of one year each until either party shall give at least 48 hours' notice to the other of their intention to discontinue service at the end of any earlier period. The Utility reserves the right to require contracts for periods in excess of one year.

Monthly Minimum Payment

The monthly minimum charge shall be the Customer Charge plus Demand Charge plus the Energy Charge for the month.

Measurement of Maximum Demand

Maximum demand shall be measured by suitable recording instruments provided by the Utility and in any month the maximum demand expressed in kilowatts shall be the highest registration of a 15 minute integrating demand meter or the highest registration of a thermal type demand meter.

Billing Demand

The billing demand for any month shall be the greater of (i) 5 KW or (ii) the maximum demand for the month.

Delivery Voltage

Where the Utility elects to meter the customer's service at the Utility's primary voltage, the measured maximum demand and energy will be multiplied by 0.98.

Primary Voltage Service

Where customer furnished and maintains all transformers and/or other apparatus necessary for the customer to take its entire service at the primary voltage of the Utility distribution system, a credit of 39¢ per KW of monthly billing maximum load will be applied to each month's net bill.

RATE "MS"

MISHAWAKA (INDIANA) ELECTRIC UTILITY

MUNICIPAL SERVICE

To Whom Available

Available to the City of Mishawaka for the supply of electrical energy to public buildings or locations which are supported by public tax levies or municipally-owned Utility rates.

Character of Service

Electric energy supplied hereunder shall be alternating current, sixty-cycle, at standard single -phase or poly-phase voltage.

Rates

Customer Charge: $22.31 per month per service location.

Energy Charge: 12.10¢ per KWH for all KWH.

Rate Adjustment

See Appendix A.

Non-Recurring Charges

See Appendix B.

RATE "EH"

MISHAWAKA (INDIANA) ELECTRIC UTILITY

<u>ELECTRIC HEATING SERVICE</u>

<u>To Whom Available</u>

This tariff is available to existing customers only who were taking service under tariff EHND prior to December 12, 1984.

<u>Character of Service</u>

Alternating current, sixty-cycle, supplied through a single set of service wires to a single meter location at a standard service voltage.

<u>Rates</u>

<u>Customer Charge:</u> $22.31 per month per service location.

<u>Energy Charge:</u> 22.85¢ per KWH for all KWH.

<u>Rate Adjustment</u>

See Appendix A.

<u>Non-Recurring Charges</u>

See Appendix B.

RATE "S"

MISHAWAKA (INDIANA) ELECTRIC UTILITY

SCHOOL SERVICE

To Whom Available

Available to public and private not-for-profit entities providing educational instruction serving students pre-kindergarten through twelfth grade for facilities that house classrooms.

Character of Service

Electric energy supplied shall be alternating currents sixty-cycle and a single-phase or poly-phase voltage.

Rates

The rate for electrical energy supplied hereunder shall be as follows:

Customer Charge: $6.36 per month per service location.

Energy Charge: 10.99¢ per KWH for all KWH.

Rate Adjustment

See Appendix A.

Non-Recurring Charges

See Appendix B.

Terms

Contracts under this rate shall be made for no less than one year and shall be self-renewing for successive periods of one year each until either party shall give at least 48 hours' notice to the other of their intention to discontinue service at the end of any earlier period. The Utility reserves the right to require contracts for periods in excess of one year.

Minimum Payment

The minimum payment for service shall be the Customer Charge plus the Energy Charge.

RATE "OL"

MISHAWAKA (INDIANA) ELECTRIC UTILITY

RATE FOR OUTDOOR PROTECTION LIGHTING

To Whom Available

Available for outdoor lighting customers within the service area of the Utility.

Rates Per Month

(a) Where the lighting fixture can be installed on an existing distribution-type wood pole or other supporting device and served from existing secondary facilities, with no more than one span of secondary, the rate shall be:

$17.40 per light for single 40 watt LED lamp.
$30.70 per light for single 70 watt LED lamp.
$ 7.31 per light for single 100 watt sodium lamp.
$55.75 per light for single 131 watt LED lamp.
$63.85 per light for single 150 watt LED lamp.
$ 7.50 per light for single 175 watt mercury vapor lamp.
$ 9.90 per light for single 250 watt sodium lamp or mercury vapor lamp.
$14.05 per light for single 400 watt mercury vapor lamp.
$36.86 per light for single 1,000 watt mercury vapor lamp.

(b) Where additional poles and spans of overhead secondary are required to provide outdoor lighting service, the following additional charges shall apply:

84¢ for each additional pole.
56¢ for each additional span of secondary.

(c) Where a customer requests outdoor lighting service requiring special poles or fixtures, or the use of an underground distribution system instead of an overhead distribution system, the customer's rates will be increased according to the Company's cost to install, operate, and maintain such special facilities, or the customer may be required to make a payment to cover the investment made as a result of these special installations.

Terms

Contracts under this tariff will be for not less than one year for residential customers and three years for commercial or industrial customers.

Hours of Lighting

All rates assume that lamps will burn approximately 4,000 hours per year.

RATE "SL"

MISHAWAKA (INDIANA) ELECTRIC UTILITY

MUNICIPAL STREET LIGHTING SERVICE

To Whom Available

Available to the City of Mishawaka and other governmental agencies for street lighting service.

Character of Service

The Utility shall install, operate, and maintain, at its expense, all street lighting equipment and appurtenances.

Rates

The rate for street lighting service shall be as follows:

		Rate Per Lamp Per Month		
Lamp Size	Lamp Type	On Wood Pole	On Ornamental Pole	Additional Lamps on Same Pole
40 W	LED	$17.40	$17.40	$17.40
70 W	LED	30.70	30.70	30.70
100 W	Sodium	7.07	10.16	4.14
131 W	LED	55.75	55.75	55.75
150 W	Sodium	7.17	10.26	4.25
175 W	Mercury vapor	7.22	10.31	4.29
250 W	Mercury vapor	9.58	12.65	6.63
250 W	Sodium	9.64	12.70	6.69
150 W	LED	63.85	63.85	63.85
400 W	Mercury vapor	13.11	16.19	10.17
1,000 W	Mercury vapor	28.24	31.35	25.34
2,400 W	Fluorescent		63.88	

Hours of Lighting

All rates assume that lamps will burn approximately 4,000 hours per year.

MISHAWAKA UTILITIES
Mishawaka, Indiana

APPENDIX A

RATE ADJUSTMENT

The Rate Adjustment shall be on the basis of an I&M Adjustment Factor, occasioned solely by changes in the cost of purchased power applicable to Rates R, C, P, I, MS, EH, and S.

Rate Adjustment applicable to the above-listed Rate Schedules:

> $0.0000 per KWH used per month as computed following the method, or a method closely approximating the method, illustrated below.

Annual Cost of Purchased Power at the new wholesale rates and charges		$	
Annual Cost of Purchased Power priced at rates and charges effective July 1, 2013			
Annual Change in Purchased Power Cost			
Annual KWH Sales	÷		KWH
Annual Increase per KWH Sold		0.000000	
Adjusted for Utility Receipts Tax	÷		
I&M Adjustment Factor		$0.000000	/KWH

MISHAWAKA UTILITIES
Mishawaka, Indiana

APPENDIX B

RATE "I"

MISHAWAKA (INDIANA) ELECTRIC UTILITY

INDUSTRIAL POWER SERVICE

To Whom Available

Available for all industrial customers taking service through one three-phase meter with a monthly billing demand greater than 149 KW.

Character of Service

Alternative current, sixty-cycle, three-phase service supplied through a single set of service wires to a single meter location. The service voltage shall be standard secondary voltage as the Utility may, at its option, make available.

Any applicant requiring service differing from that to be supplied as herein provided shall provide proper converting, transforming, regulating, or other equipment upon his own premises at his own expense.

Rates

The rate for electrical energy supplied hereunder shall be as follows:

Customer Charge: $19.65 per month per service location.

Demand Charge: $7.42 per KW of billing demand for the month or at the Utility's option:

$6.68 per KVA of billing demand for the month if it is determined by metering that customer's monthly power factor is less than 85% leading or lagging.

Energy Charge: 5.915¢ per KWH for all KWH.

Rate Adjustment

See Appendix A.

Non-Recurring Charges

See Appendix B.

Terms

Contracts under this rate shall be made for no less than one year and shall be self-renewing for successive periods of one year each until either party shall give at least 48 hours' notice to the other of their intention to discontinue service at the end of any earlier period. The Utility reserves the right to require contracts for periods in excess of one year.

Monthly Minimum Payment

The monthly minimum charge shall be the Customer Charge plus Demand Charge plus the Energy Charge for the month.

NOTICE OF HEARING
ON PROPOSED RATES AND CHARGES

Property owners, ratepayers and other interested parties in, served by or to be served by the City of Mishawaka are hereby notified that **Proposed Ordinance No. 2013-49**, establishing rates and charges for services to be rendered by the Mishawaka Municipal Electric Utility, was introduced at a meeting of the Common Council held on November 6, 2013. At a meeting of the Common Council to be held at 7:00 p.m. (Mishawaka time), on November 18, 2013, at the Mishawaka City Hall, Mishawaka, Indiana, there will be a public hearing on the matter of the rates and charges, and consideration of adoption of said **Proposed Ordinance No. 2013-49**, which provides in part as follows:

RATES & CHARGES

User Class	Customer Charge (Per Month)	Energy Charge (Per KWH)	Demand Charge (Per KW)	Rate Adjustment
Residential – Rate R	$6.36			
1st 500 KWH		10.02¢		Appendix A
Over 500 KWH		9.03¢		Appendix A
Commercial – Rate C	$6.36	12.44¢		Appendix A
Commercial Power – Rate P	$22.31	6.72¢	$8.42	Appendix A
Primary voltage credit 44¢ per KW				
Industrial Power – Rate I	$19.65	5.915¢		Appendix A
Billing Demand, or			$7.42	
Per KVA			$6.68	
Primary voltage credit 39¢ per KW				
Municipal – Rate MS	$22.31	12.10¢		Appendix A
Electric Heat – Rate EH	$22.31	22.85¢		Appendix A
School – Rate S	$6.36	10.99¢		Appendix A

Outdoor Lighting – Rate OL

$17.40 per light for single 40 watt LED lamp.
$30.70 per light for single 70 watt LED lamp.
$ 7.31 per light for single 100 watt sodium lamp.
$55.75 per light for single 131 watt LED lamp.
$63.85 per light for single 150 watt LED lamp.
$ 7.50 per light for single 175 watt mercury vapor lamp.
$ 9.90 per light for single 250 watt sodium lamp or mercury vapor lamp.
$14.05 per light for single 400 watt mercury vapor lamp.
$36.86 per light for single 1,000 watt mercury vapor lamp.

84¢ for each additional pole.
56¢ for each additional span of secondary.

Street Lighting – Rate SL

		Rate Per Lamp Per Month		
Lamp Size	**Lamp Type**	**On Wood Pole**	**On Ornamental Pole**	**Additional Lamps on Same Pole**
40 W	LED	$17.40	$17.40	$17.40
70 W	LED	30.70	30.70	30.70
100 W	Sodium	7.07	10.16	4.14
131 W	LED	55.75	55.75	55.75
150 W	Sodium	7.17	10.26	4.25
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250 W	Mercury vapor	9.58	12.65	6.63
250 W	Sodium	9.64	12.70	6.69
150 W	LED	63.85	63.85	63.85
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1,000 W	Mercury vapor	28.24	31.35	25.34
2,400 W	Fluorescent		63.88	

APPENDIX A

RATE ADJUSTMENT

The Rate Adjustment shall be on the basis of an I&M Adjustment Factor, occasioned solely by changes in the cost of purchased power applicable to Rates R, C, P, I, MS, EH, and S.

Rate Adjustment applicable to the above-listed Rate Schedules:
$0.0000 per KWH used per month as computed following the method, or a method closely approximating the method, illustrated below.

Annual Cost of Purchased Power at the new wholesale rates and charges		$	
Annual Cost of Purchased Power priced at rates and charges effective July 1, 2013		________	
Annual Change in Purchased Power Cost			
Annual KWH Sales	÷	________	KWH
Annual Increase per KWH Sold		0.000000	
Adjusted for Utility Receipts Tax	÷	________	
I&M Adjustment Factor		$0.000000	/KWH

At such hearing and prior to final adoption of said Ordinance, all interested parties may appear and be heard. A copy of **Proposed Ordinance No. 2013-49** may be examined at the office of the City Clerk.

Dated this 7th day of November, 2013.

Deborah S. Block
City Clerk

NOTICE OF HEARING
ON PROPOSED RATES AND CHARGES

Property owners, ratepayers and other interested parties in, served by or to be served by the City of Mishawaka are hereby notified that Ordinance No. ________, establishing rates and charges for services to be rendered by the Mishawaka Municipal Electric Utility, was introduced at a meeting of the Common Council held on November 6, 2013. At a meeting of the Common Council to be held at 7:00 p.m. (Mishawaka time), on November 18, 2013, at the Mishawaka City Hall, Mishawaka, Indiana, there will be a public hearing on the matter of the rates and charges, and consideration of adoption of said Ordinance No. _________, which provides in part as follows:

RATES & CHARGES

User Class	**Customer Charge** (Per Month)	**Energy Charge** (Per KWH)	**Demand Charge** (Per KW)	**Rate Adjustment**
Residential – Rate R	$6.36			
1st 500 KWH		10.02¢		Appendix A
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This charge

Outdoor Lighting – Rate OL

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84¢ for each additional pole.
56¢ for each additional span of secondary.