AGENDA

Monday, July 7, 2014

Public SafetyAccess Point/PSAP 911

Informational Meeting

6:00 PM

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

June 16, 2014

5. Petitions, Communications, Remonstrance and Memorials

Petition No. 2014-10 Rezone from C-4 Auto Oriented Com to C-7 Auto Restaurant Com - 205 W Day Rd

Petition No. 2014-11 Rezone from I-1 Light Ind to R-1 Single Family - 902 E. Marion St.

6. Report of Special Committee

7. Ordinances on First Reading

8. Resolutions

R2014-13 EPA Brownfield Grant Interlocal Agreement

9. Ordinances on Second Reading

P.O. NO. 2014-12 Reduction in the Budget - $12,000.00 (Assigned to Budget and Finance Committee)

P.O. NO. 2014-13 State Reduction in the Budget - $101,570.00 (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
June 16, 2014

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 June 16, 2014 at 7:00 p.m. The meeting was called to order by Vice President Emmons all were asked to stand for the Pledge of Allegiance.

Roll Call.
Present: Mr. Reisdorf, Mr. Banicki, Mr. Compton, Mr. Emmons, Mr. Bellovich, Mr. Bilancio, Mr. Roggeman.
Absent/Excused: Mrs. Voelker, Mr. Mammolenti.

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

The minutes from the June 2, 2014 meeting were approved as received from the City Clerk's Office.

Clerk Block said there was a presentation to be given by the Mayor's Youth Council Leadership.

Mayor Wood said he wanted to give the Council an update on the Mayor's Youth Council; it has been another eventful year. He said it started off with a Fiesta in the park with 23 students, 9 from Marian High School and 14 from Mishawaka High School. Mayor Wood said the President of the group was Haley Wood, President, Zack Lytle, Vice President, Nick Shide Treasure and Maria Tordi, secretary.

Mayor Wood went on to say in October the Youth Council toured whole foods and interacted with some local businesses there. He said at Thanksgiving they provided 50 complete dinners to Mishawaka families most in need, collecting all of the funding and gathered donations and they organized them in boxes and delivered them. Mayor Wood said there were 10 families from Stone Soup Kitchen, 25 from the Mishawaka Food Pantry, and 15 from Health Link in Mishawaka. He said they helped out with the pre-school Trick or Treat event at Battell Center and had the opportunity to meet and walk with Governor Pence as he walked a mile in Mishawaka.

Mayor Wood said as far as educational opportunities they have met with Engineer, Redevelopment Departments, they went on a tour of the Waste Water Facilities, and in January they were assigned a homework section, dividing up in teams with each team having a topic. He said the leadership projects were presented on Wednesday May 21, 2014 in the Council Chambers and the judges were Terry Zeller, Park Department Superintendent, Dave Thomas, Community Development Director, and Ken Prince, City Planner. Mayor Wood said the judges had a very difficult time judging these projects.

Mayor Wood introduced the groups:

GROUP 1 Helping small business Survive in our Economic Times
Grace Gebo/Leader MHS, Rachel Mathes MHS, Hunter Siebert MHS, and Alexus Rivers MHS.

GROUP 2 Marketing Downtown Mishawaka
Sara Tordi/Leader Marion, Monica Shide MHS, Rebecca Banks MHS, and Ashlyn Twibell MHS.

GROUP 3 Sidewalk & Trail Systems
Michael Portolese/Leader Marian, Mallory Speiss Marian, Ryan Toth MHS, and Frankie Spalding MSH

GROUP 4 Public Recreation for our Youth
Evan Fras/Leader MHS, Maria Tordi Marian, Anna Rohrer MHS, and Kate Mattimore Marian

GROUP 5 Safety/Safer Neighborhoods
Nick Shide/Leader MHS, Nick Pingel Marian, Jacob Rivers MHS, and Hunter Wieczorek Marian

GROUP 6 Sustainability, A Greener Community
Zack Lytle/Leader MHS, Michael Voelker Marian, and Haley Wood Marion

He said the First Place winners of this competition were Group 4, with Second Place to Group 6, and Third Place to Group 5.

Mayor Wood thanked Lou Ann Hazen and Jamie Wood who work tirelessly to organize and handle all meetings and events.

Vice President Emmons thanked the students for their presentation and thanked Mayor Wood for getting students from Mishawaka High, Marian High and Penn High Schools involved in this type of project. He said it gets them familiar with the political atmosphere of what it takes to run a city and how to get involved because they are going to be the future and hopefully they will stay in Mishawaka.

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. 2014-12

AN ORDINANCE DECLARING AN EMERGENCY AND DETERMINING THE REDUCTION OF FUNDS FOR THE YEAR ENDING DECEMBER 31, 2014
(Reduction in the Budget - $12,000.00)
Assigned to Budget and Finance Committee

PROPOSED ORDINANCE NO. 2014-13

AN ORDINANCE DECLARING AND DETERMINING THE REDUCTION OF BUDGETED APPROPRIATIONS FOR THE YEAR ENDING DECEMBER 31, 2014
(State Reduction in the Budget - $101,570.00)
Assigned to Budget and Finance Committee

Clerk Block read **RESOLUTION NO. 2014-12** opening it for public hearing.

RESOLUTION NO. R2014-12

A RESOLUTION APPROVING APPOINTMENTS TO THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF MISHAWAKA, INDIANA
(Appointment to Historic Review Board Non-voting Member)

Mayor Wood said he would like to nominate Shirley McAlister to fill the appointment to the Advisory Board Member to the Historic Preservation Commission through December 31, 2015.

Question was called for at 7:22 pm for the appointment of Shirley McAlister to the Advisory Board of the Historic Preservation Commission
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7).**Yes:** Mr. Reisdorf, Mr. Banicki, Mr. Compton, Mr. Emmons, Mr. Bellovich, Mr. Bilancio, Mr. Roggeman.

PRIVILEGE OF THE FLOOR

Raymond Porter said he was from Greenwood, Indiana and was a part of the Hoosier Rails and Trails Council a non-profit organization that advocates for trails and greenways in the State of Indiana. He said they also have a sister organization, The Indiana Trails Fund that requires private money from different entities to build Rail Trails throughout the State of Indiana. Mr. Porter went on to say he and Richard Vonnegut were the Point men trying to get a United States Bicycle Route 35 through the State of Indiana and so far have gotten great support through many municipalities and communities the route has gone through. He said they are also wishing to build a cross state Bicycle Route from Dyer, Indiana to Fort Wayne, Indiana, and they are looking for a good route from Mishawaka's River Walk to Kern Road.

Mr. Emmons suggested they talk to the Park Department, the Council does not have the control over that, he wished them the best.

Mr. Roggeman said he wanted to compliment them on their efforts coming up from Greenwood was not a small drive and he appreciates their enthusiasm.

Mr. Reisdorf said since so many of those trails require state, County, and municipal legislation on them he has requested through MACOG they look into the Capital Avenue Bridge since there are so many bike riders on it and they are looking into a safe passage on that bridge.

NEW BUSINESS

Mr. Compton reminded everyone on June 19th at 6:00 p.m. there would be a meeting in the Council Chambers on the smoking ban. He said Gavin Ferlick would be talking on smoking ban in bars and restaurants that South Bend was entertaining.

Mr. Reisdorf said Council President Matt Mammolenti was unable to attend this meeting and asked him to remind everyone there would be no Neighborhood Watch Meeting at Twin Branch for June or July with the next meeting be National Night Out early in August.

Mr. Emmons said he would like to remind everyone of his Neighborhood Watch Meeting at 7:00 p.m. St. Bavo on Thursday June 19, with the Swat Team along with the armored vehicle and members of the Swat Team talking about the unit, how it is formed, what the responsibilities are, and the training. He said at 7 pm on July 17, 2014 at the Neighborhood Watch Meeting, Metro Homicide Unit would be there at 7:00 p.m. with their command vehicle, talking about what they do, their training, and duties.

Mr. Compton said the Mishawaka Memorial Parade was fantastic and he wanted to thank Mr. Mason for the great float of the lost 74 in the Viet Nam War when their ship sank and 74 men were never recovered.

There being no further business to come before the Council, Vice President Emmons adjourned the meeting at 7:28 pm

Deborah S. Block ______________________	Woody Emmons ___________________
Deborah S. Block, IAMC, MMC, City Clerk	Woody Emmons, Presiding Officer

RECEIVED
DEBORAH S. BLOCK, MMC
JUN 18 2014
CITY CLERK
MISHAWAKA, IN

shorewood
DEVELOPMENT GROUP

Delivery Method: Via Fed Ex

June 18, 2014

To:

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

Project:

Proposed 205 W. Day Road Redevelopment
Existing Hooters
Lot 1
Minor Subdivision Plat of Grape Road LLC
Mishawaka, Indiana

RE: Petition to Rezone

Shorewood Development Group, on behalf of the current property owners Mishawings LLC would like to introduce the proposed redevelopment of 205 W. Day Road for your review. Shorewood Development Group is under contract to purchase Lot 1 from Mishawings LLC and will be issuing the petition to rezone. For your reference please find attached the letter of authorization from the property owner. The subject site is the existing Hooters restaurant, Lot 1 as shown on Minor Subdivision Plat of Grape Road LLC, at the SWQ of West Day Road and North Main Street, in the City of Mishawaka, County of St. Joseph, State of Indiana.

Legal Description:

Being Lot 1 as shown on Minor Subdivision Plat of Grape Road LLC, recorded August 19, 2005, as Document Number 0538175, in the Office of the Recorder of St. Joseph County, Indiana.

Being the same property acquired by MishaWings, LLC, a Kentucky limited liability company, by Deed dated October 13, 2005, and recorded as Instrument No. 0548184, in the St. Joseph County, Indiana Recorder's Office.

Common Address: 205 W. Day Road

The existing site is +/-1.7476 acres and currently zoned Commercial C-4 District.

The petitioner requests to rezone the site to Commercial C-7 District for the purpose of constructing a two-unit commercial building which would include a drive-thru restaurant and retail. The redevelopment would include partial demolition of the existing structure as well as a reconfiguration of a portion of the existing parking field to accommodate this new construction. The proposed redevelopment will increase the pervious area (landscape area) from the existing 35% to 39% and will satisfy the required parking for the Commercial C-7 District per the Village Zoning Ordinance.

At this time, we are requesting 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. We hope that you positively perceive and consider our project for future redevelopment.

Sincerely,

Dan Ang

Dan Angspatt, PE
Vice President of Engineering
Shorewood Development Group
2150 East Lake Cook Road, Suite 820
Buffalo Grove, IL 60089
phone: 224.532.2403
email: dan@shorewooddevelopmentgroup.com

RECEIVED
JUN 17 2014
BUILDING, PLANNING
COMMUNITY DEVELOPMENT

Pet 14-10

June 16, 2014

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

RE: LETTER OF AUTHORIZATION FROM PROPERTY OWNER

The undersigned, *Mishawings, LLC* (the "Owner"), respectfully shows that it is the owner of the following described real estate (the "Property") located in the City of Mishawaka, County of St. Joseph, State of Indiana, to-wit:

> *Lot 1 as shown oil the recorded plat of Grape Road, LLC Minor Subdivision recorded August 19, 2005 as Instrument No. 0538175 in the Office of the Recorder of St. Joseph County, Indiana.*
>
> *Common address of property is: 205 West Day Road, Mishawaka, Indiana.*

The Owner owns one hundred (100%) percent of the Property and the improvements thereon which carries a zoning classification of Commercial C-4 District. The Property was used as a full-service restaurant, but has been vacant since October of 2011.

The Owner has authorized Shorewood Development Group, LLC to file a petition to rezone the Property to Commercial C-7 District.

The Owner further states that it intends to utilize the Property as a quick-casual restaurant with a drive-through window.

Wherefore, the Owner 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.

MISHAWINGS, LLC
By Mishawings "A", LLC, Its Managing Member

Rodney Kistner, President

CONTACT PERSON:
Michael E. Gregory
Attorney for Petitioner
2509 Plantside Drive
Louisville, Kentucky 40299
502.639.1713 Phone
502.491.6819 Fax
mgregory@rmdcorp.com Email

SITE DATA TABLE

LAND COVERAGE:

EXISTING IMPERVIOUS AREA:	±49,526 SF / ±1.1370 ACRES (65%)
EXISTING PERVIOUS AREA (LANDSCAPE):	±26,597 SF / ±0.6106 ACRES (35%)
PROPOSED IMPERVIOUS AREA:	±46,746 SF / ±1.0732 ACRES (61%)
PROPOSED PERVIOUS AREA (LANDSCAPE):	±29,377 SF / ±0.6744 ACRES (39%)
TOTAL AREA:	±76,123 SF / 1.7476 ACRES

OPEN SPACE:

LANDSCAPE AREA - EXISTING POND: (29,377 SF - 6,850 SF)	±23,527 SF = 33.3%

SITE INFORMATION:

PROPOSED USE:	RESTAURANT/RETAIL
EXISTING ZONING:	COMMERCIAL C-4 DISTRICT
PROPOSED ZONING:	COMMERCIAL C-7 DISTRICT
TOTAL SQUARE FOOTAGE OF BUILDING:	±7,400 SF
BUILDING COVERAGE AREA:	9.7% (75% MAX)
BUILDING HEIGHT:	21'-0" (40' MAX)

PARKING REQUIRED:

RETAIL - FOUR (4) PARKING SPACES PER 1,000 SQUARE FEET OF GROSS FLOOR AREA

DRIVE-THRU RESTAURANT - FIFTEEN (15) PARKING SPACES PER 1,000 SQUARE FEET OF GROSS FLOOR AREA

RETAIL ±4,824 SF 4,824 GFA / 1,000 X 4 = 19.29 =	19 SPACES
RESTAURANT ±2,458 SF 2,458 GFA / 1,000 X 15 = 36.87	37 SPACES
TOTAL REQUIRED =	56 SPACES

PARKING PROVIDED:

EXISTING SPACES:	64 SPACES
NEW SPACES:	12 SPACES
NEW A.D.A SPACES:	4 (1 VAN) *
TOTAL SPACES:	80 SPACES

* PER INDIANA ACCESSIBILITY CODE WHEN 76 TO 100 OFF STREET PARKING SPACES ARE PROVIDED A MINIMUM NUMBER OF 4 ACCESSIBLE SPACES ARE REQUIRED

SETBACKS:

BUILDING

FRONT SETBACK:	115.2'	(25' REQUIRED)
SIDE SETBACK:	33'	(5' REQUIRED)
REAR SETBACK:	206.9'	(30' REQUIRED)

PARKING

FRONT SETBACK:	EX. 39'	(10' REQUIRED)
SIDE SETBACK: WEST	EX. 10.3'	(10' REQUIRED)
SIDE SETBACK: EAST	EX. 9.4'	(5' REQUIRED)
REAR SETBACK:	EX. 50.7'	(5' REQUIRED)

PAVEMENT SECTION DETAILS

PROPOSED BITUMINOUS PAVEMENT*

PROPOSED 5.0" CONCRETE SIDEWALK WITH 4.0" AGGREGATE BASE COURSE

PROPOSED HEAVY DUTY CONCRETE PAVEMENT*

PROPOSED LANDSCAPE AREA (TYP.)

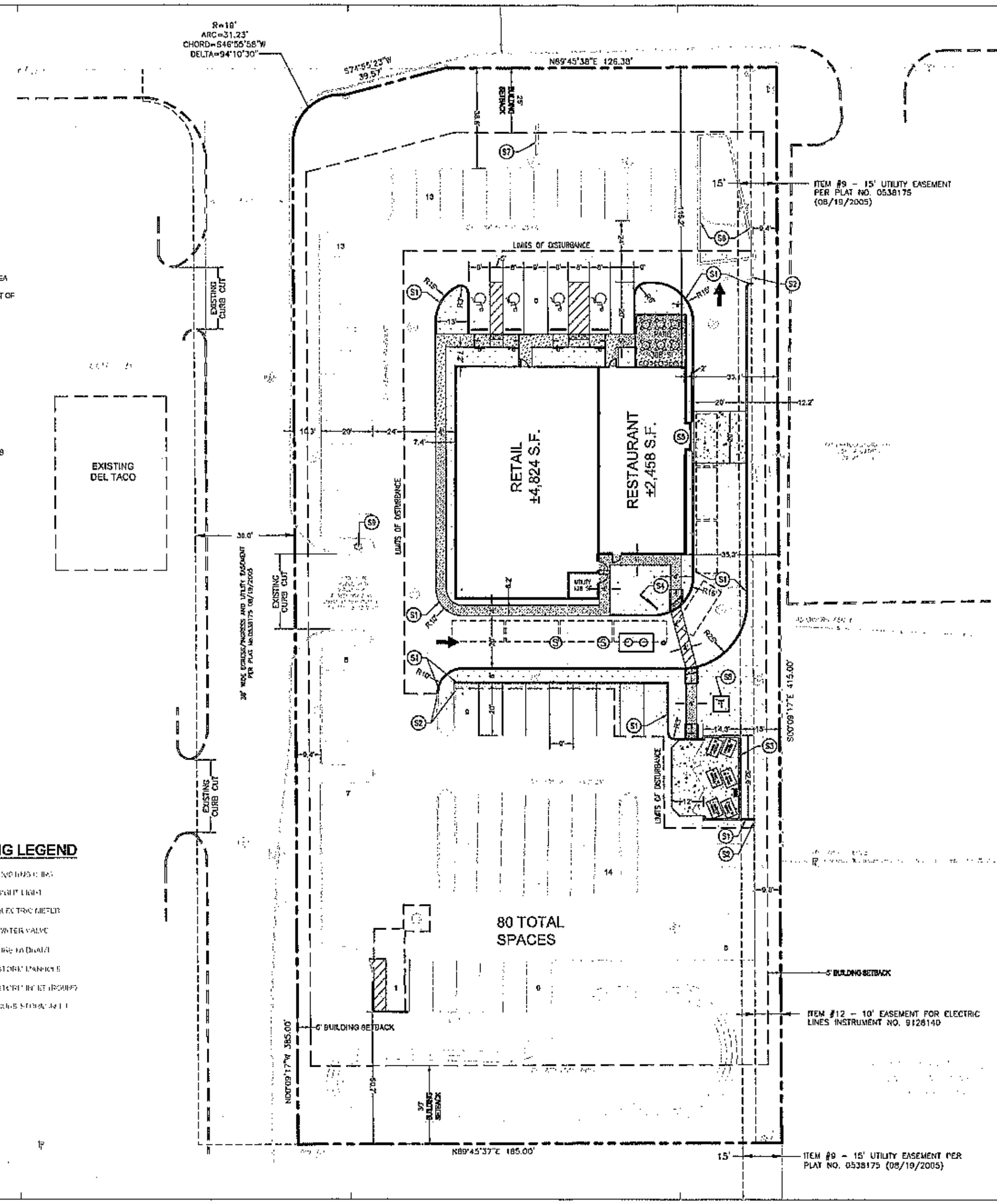
*PAVEMENT DESIGN TO BE DETERMINED BY TERRACON CONSULTANTS, INC., UPON COMPLETION OF GEOTECHNICAL REPORT

PROPOSED LEGEND

- PROPERTY LINE
- SAW-CUT LINE
- PROPOSED BARRIER CURB
- 14 PARKING SPACES
- PROPOSED HANDICAP SIGN
- PROPOSED 'DO NOT ENTER' SIGN
- PROPOSED TRASH BIN
- PROPOSED CLEANOUT
- PROPOSED GREASE INTERCEPTOR
- PROPOSED SANITARY STRUCTURE
- PROPOSED TRANSFORMER
- PROPOSED TRAFFIC ARROW
- PROPOSED HC RAMP
- PROPOSED WHEEL STOP

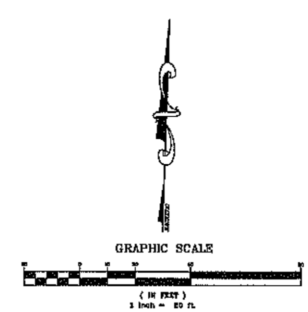
EXISTING LEGEND

- EXISTING CURB
- LIGHT POLE
- ELECTRIC METER
- WATER VALVE
- FIRE HYDRANT
- STORM MANHOLE
- STORM INLET (ROUND)
- CURB STORM INLET



SITE KEYNOTES

S1	PROPOSED CONCRETE BARRIER CURB
S2	EXISTING CONCRETE CURB TO REMAIN
S3	PROPOSED DUMPSTER ENCLOSURE
S4	PROPOSED MENU BOARD
S5	PROPOSED DRIVE-THRU WINDOW WITH CANOPY
S6	EXISTING BILLBOARD SIGN TO REMAIN
S7	EXISTING MONUMENT SIGN TO REMAIN. SIGN TO BE UPDATED WITH NEW TENANT PANELS.
S8	RELOCATED TRANSFORMER LOCATION WITH NEW CONCRETE BOLLARDS. CONTRACTOR SHALL COORDINATE WITH ELECTRICAL COMPANY TO VERIFY LOCATION AND SPECIFICATIONS
S9	EXISTING FIRE HYDRANT TO REMAIN



shorewood
DEVELOPMENT GROUP
2150 East Lake Cook Road
Suite 820
Buffalo Grove, IL 60089
T: (224) 532 2401

ISSUE/REVISION RECORD

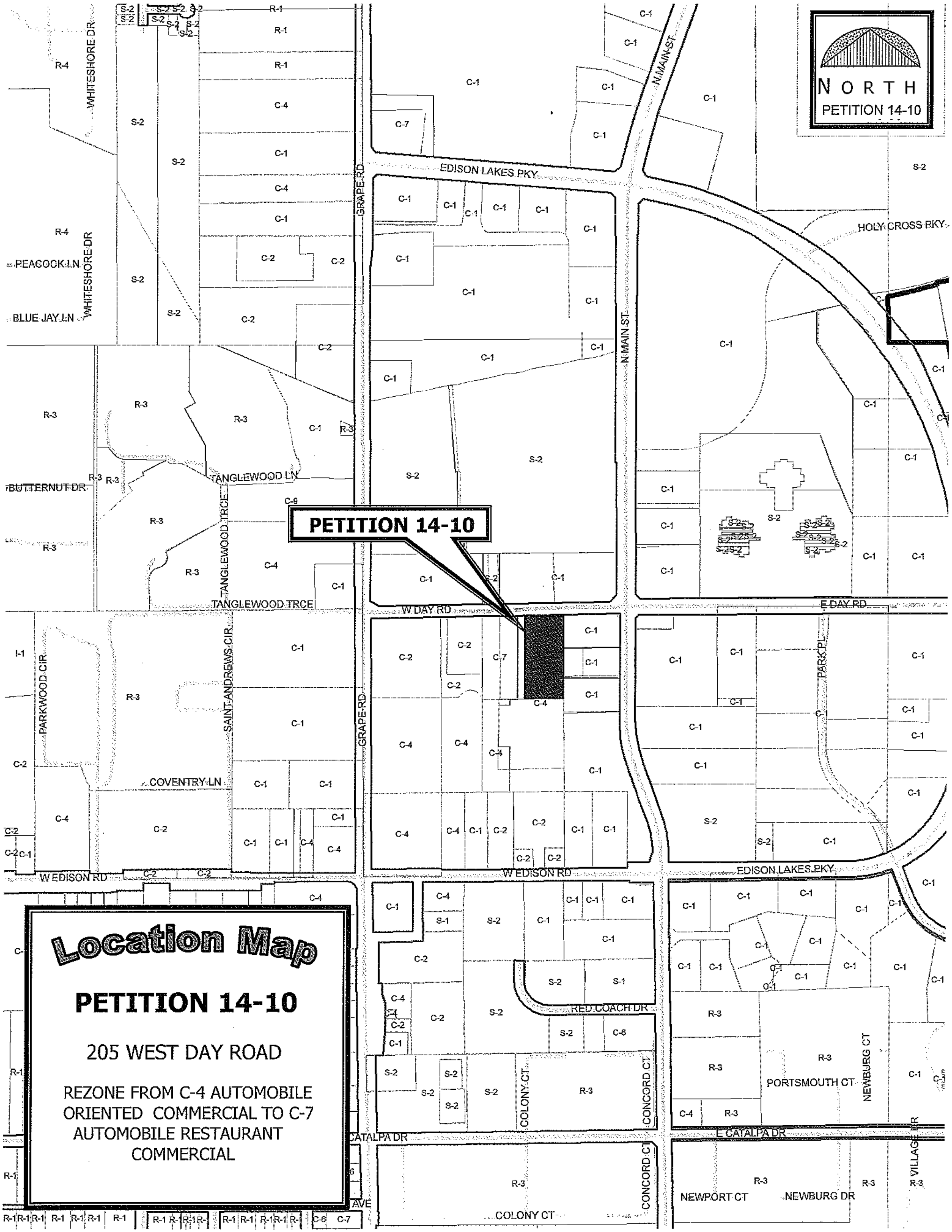
DATE	DESCRIPTION
06/18/14	REZONING REVIEW

PROPOSED REDEVELOPMENT
205 W. DAY ROAD
MISHAWAKA, IN

SHEET TITLE
SITE PLAN

SHEET NUMBER
C2.0

NOT ISSUED FOR CONSTRUCTION


NORTH
PETITION 14-10
PETITION 14-10
Location Map
PETITION 14-10
205 WEST DAY ROAD
REZONE FROM C-4 AUTOMOBILE ORIENTED COMMERCIAL TO C-7 AUTOMOBILE RESTAURANT COMMERCIAL
EDISON LAKES PKY
HOLY CROSS PKY
N MAIN ST
GRAPE RD
WHITESHORE DR
PEACOCK LN
BLUE JAY LN
BUTTERNUT DR
TANGLEWOOD LN
TANGLEWOOD TRCE
W DAY RD
E DAY RD
PARKWOOD CIR
SAINT ANDREWS CIR
COVENTRY LN
PARK PL
W EDISON RD
EDISON LAKES PKY
RED COACH DR
COLONY CT
CONCORD CT
PORTSMOUTH CT
NEWBURG CT
CATALPA DR
E CATALPA DR
NEWPORT CT
NEWBURG DR
VILLAGE DR
COLONY CT

RECEIVED
JUN 18 2014
BUILDING, PLANNING
COMMUNITY DEVELOPMENT

Pet 14-11

June 16, 2014

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 William M & George A Wagner respectfully show they are the owner of the following described real estate located in the City of Mishawaka, County of St. Joseph, State of Indiana, to-wit:

Lot 18 BATTELL HILLS & PARCEL N2 RR SW SEC 10 37 3 E & E 18.6' VAC OAK STREET
902 E MARION STREET, MISHWAKA INDIANA 46545
PARCEL NUMBER 71-09-10-328-003.000-023/016-2098-3205

Petitioner(s) own one hundred (100%) percent of the above described parcel of land which carries a zoning classification of R-1 and I-1 District. Said property is residential.

Petitioner(s) desire said real estate to be rezoned to R-1 District. Petitioner(s) further state that they intend to utilities said land for residential purposes.

Wherefore, the petitioner(s) pray and respectfully request that the Common Council of the City of Mishawka 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 Mishawka.

Signature of Property Owners

William M. Wagner

George A. Wagner

Contact Person:
William M Wagner
\902 E Marion Street
Mishawaka, IN 46545
574-298-7423
wnova84@yahoo.com

RECEIVED
DEBORAH S. BLOCK, MMC
JUN 18 2014
CITY CLERK
MISHAWAKA, IN

June 18, 2014

RECEIVED
JUN 18 2014
BUILDING, PLANNING
COMMUNITY DEVELOPMENT

Res 14-11

Honorable Members of the Common Council
City of Mishawaka, Indiana

RE: Petition to Rezone 902 East Marion Street

Honorable Members:

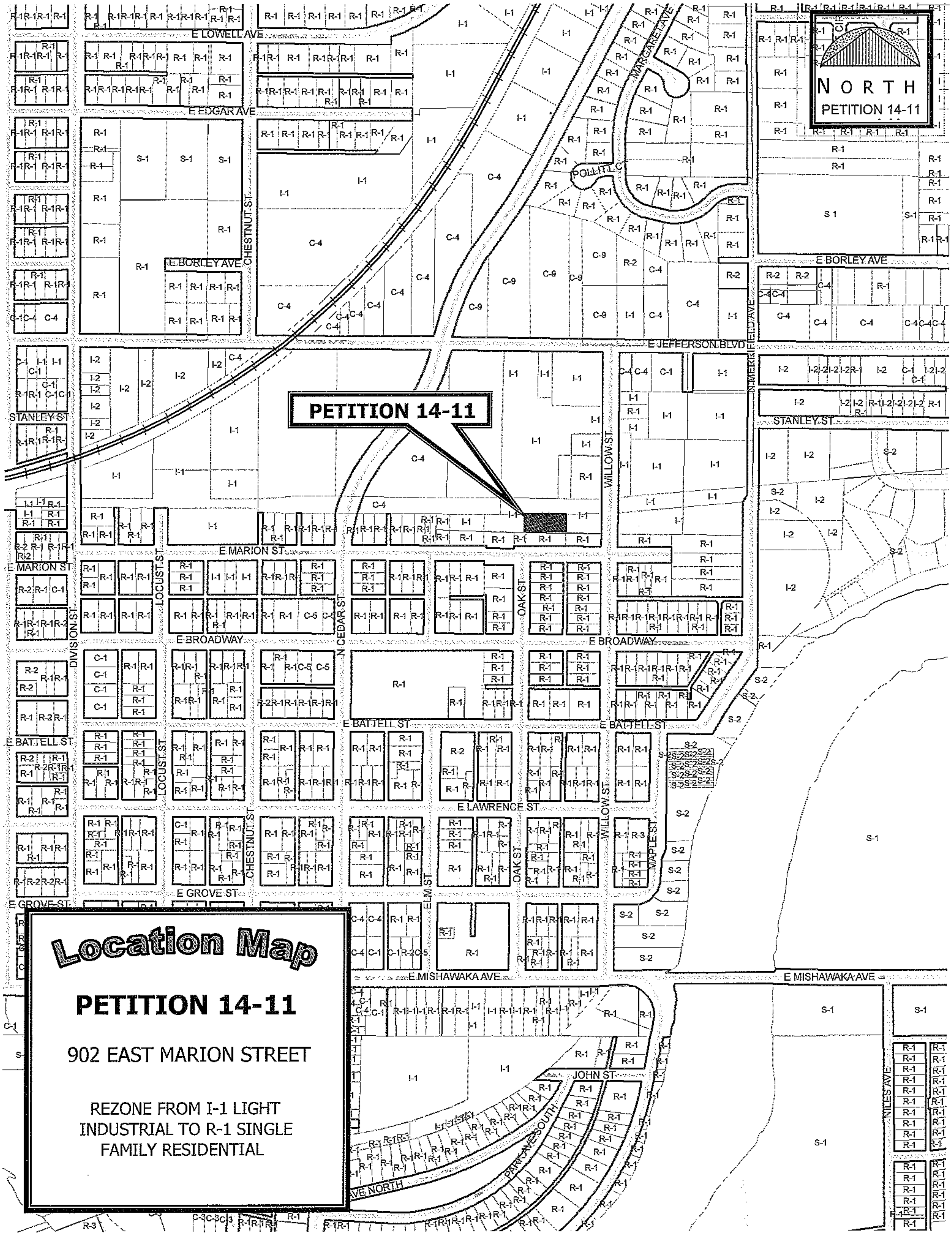
I respectfully request first and second readings of my request to rezone 902 East Marion Street at the July 21, 2014, meeting. I'm refinancing my home and cannot do so until the property has been rezoned.

Thank you for your consideration.

Sincerely,

William M. Wagner

William M. Wagner


NORTH
PETITION 14-11
PETITION 14-11
Location Map
PETITION 14-11
902 EAST MARION STREET
REZONE FROM I-1 LIGHT INDUSTRIAL TO R-1 SINGLE FAMILY RESIDENTIAL
E LOWELL AVE
E EDGAR AVE
E BORLEY AVE
E JEFFERSON BLVD
STANLEY ST
E MARION ST
E BROADWAY
E BATTELL ST
E LAWRENCE ST
E GROVE ST
E MISHAWAKA AVE
JOHN ST
DIVISION ST
LOCUST ST
CHESTNUT ST
N CEDAR ST
ELM ST
OAK ST
WILLOW ST
MAPLE ST
N MERRIFIELD AVE
MARGARET AVE
POLLITT CT
NILES AVE
PARK AVE SOUTH
AVE NORTH

RECEIVED
DEBORAH S. BLOCK, MMC

JUN 27 2014

CITY CLERK
MISHAWAKA, IN

RESOLUTION NO. 2014-13

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SOUTH BEND, INDIANA, THE CITY OF MISHAWAKA, INDIANA AND ST. JOSEPH COUNTY, INDIANA

STATEMENT OF PURPOSE AND INTENT

WHEREAS, the City of Mishawaka, Indiana ("Mishawaka") is an Indiana political subdivision for purposes of I.C. 36-1-7 and is authorized to enter into an Interlocal Agreement with other Indiana political subdivisions pursuant to IC 36-1-7; and

WHEREAS, the City of South Bend, Indiana, ("South Bend") is an Indiana political subdivision for purposes of I.C. 36-1-7; and

WHEREAS, St. Joseph County, Indiana, ("County") is an Indiana political subdivision for purposes of I.C. 36-1-7; and

WHEREAS, South Bend has entered into a contract with Symbiont Science, Engineering and Construction, Inc. ("Symbiont") to prepare a grant application for a United States Environmental Protection Agency Brownfields Coalition Assessment Grant (the "Grant") on behalf on South Bend, Mishawaka and the County (collectively, the "Coalition"); and

WHEREAS, the Grant would provide Six Hundred Thousand Dollars ($600,000.00) for the benefit of the Coalition; and

WHEREAS, Symbiont has prepared the Grant application at no cost to the Coalition, however, in the event that the Coalition is awarded the Grant, a sum, not to exceed Twenty Four Thousand Dollars ($24,000.00) would be due to Symbiont (the "Symbiont Fee"); and

WHEREAS, South Bend, Mishawaka and the County desire to share the Symbiont Fee based upon the percentages set forth in that certain Interlocal Agreement between South Bend, Mishawaka and the County; and

WHEREAS, South Bend, Mishawaka and the County desire to enter into an Interlocal Agreement for that purpose.

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

Section 1. Interlocal Agreement Authorized.

The Mishawaka Board of Public Works is authorized to enter into an Interlocal Agreement, in the form attached hereto, with the City of South Bend and the County.

Section 4. Effective Date.

This Resolution shall be in full force and effect from and after its adoption by the Common Council and approval by the Mayor according to law.

Dated this 7th day of July, 2014.

____
Member of the Common Council

ATTEST:

____
City Clerk

Presented by me to the Mayor of the City of Mishawaka, Indiana on the ________ day of ____________________, 2014, at ______________ o'clock ___.m.

____
City Clerk

Approved and signed by me on the ________ day of _______________________, 2014, at ______________ o'clock ___.m.

____
Mayor of the City of Mishawaka, Indiana

INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF SOUTH BEND, INDIANA
THE CITY OF MISHAWAKA, INDIANA,
AND
ST. JOSEPH COUNTY, INDIANA

(Symbiont Cost Sharing Project)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into the ____ day of ____________, 2014, by and among the City of South Bend, Indiana, the City of Mishawaka, Indiana, and St. Joseph County, Indiana.

RECITALS

WHEREAS, political subdivisions of the State of Indiana are authorized to enter into an Interlocal Agreement with other Indiana political subdivisions pursuant to IC 36-1-7-1; and

WHEREAS, the City of South Bend, Indiana, ("South Bend") is an Indiana political subdivision for purposes of I.C. 36-1-7-1; and

WHEREAS, the City of Mishawaka, Indiana, ("Mishawaka") is an Indiana political subdivision for purposes of I.C. 36-1-7-1; and

WHEREAS, St. Joseph County, Indiana, ("County") is an Indiana political subdivision for purposes of I.C. 36-1-7-1; and

WHEREAS, South Bend has entered into a contract, in the form of *Exhibit "A"* attached hereto, with Symbiont Science, Engineering and Construction, Inc. ("Symbiont") to prepare a grant application for a United States Environmental Protection Agency Brownfields Coalition Assessment Grant (the "Grant") on behalf on South Bend, Mishawaka and the County (collectively, the "Coalition" or the "Parties"); and

WHEREAS, the Grant would provide Six Hundred Thousand Dollars ($600,000.00) (the "Grant Funds") for the benefit of the Coalition; and

WHEREAS, Symbiont has prepared the Grant application at no cost to the Coalition, however, in the event that the Coalition is awarded the Grant, a sum, not to exceed Twenty Four Thousand Dollars ($24,000.00) would be due to Symbiont (the "Symbiont Fee"); and

WHEREAS, South Bend, Mishawaka and the County desire to share the Symbiont Fee based upon the percentages set forth in this Agreement; and

WHEREAS, South Bend, Mishawaka and the County desire to enter into this Agreement for that purpose.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this Agreement, the adequacy of which is hereby acknowledged, the Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide for the administration of the Grant Funds and for cost sharing of the Symbiont Fee among the Parties.

South Bend has experience in employing environmental consultants, engineering contractors and administering similar grant awards. Mishawaka and the County wish to utilize the expertise and experience of South Bend's staff and the South Bend Board of Public Works in administering the Grant and further, to reimburse South Bend for a portion of the Symbiont Fee as more fully set forth herein below.

II. PROJECT FUNDS AND DUTIES

a. Budget.

The total cost of the Symbiont Fee is anticipated not to exceed the sum of Twenty Four Thousand Dollars ($24,000.00). South Bend will pay the Symbiont Fee initially and Mishawaka and the County will reimburse South Bend as follows:

Mishawaka	25% (up to $6,000.00)
St. Joseph County	25% (up to $6,000.00)

Each of Mishawaka and the County shall pay such percentage share to South Bend, upon notice from South Bend that South Bend has paid all or a portion of the Symbiont Fee.

b. Duties of South Bend.

South Bend hereby agrees as follows:

i. South Bend has retained Symbiont to prepare the Grant application on behalf of the Coalition. South Bend will continue to provide information to Symbiont to assist in the Grant application. There is no cost to South Bend or to the Coalition for the preparation of the Grant application.

ii. In the event the Grant is awarded to the Coalition, South Bend will administer the Grant Funds in accordance with this Agreement.

iii. Subject to the Grant Funds being awarded, South Bend shall enter into any contracts or agreements reasonably necessary to complete the project.

iv. South Bend shall supervise and administer all necessary contracts or agreements with any contractors, including Symbiont.

v. The Controller for the City of South Bend shall have the duty of receiving, discharging, and accounting for all the monies of this joint undertaking and shall make payments upon authorization from South Bend's Board of Public Works.

c. Duties of Mishawaka and the County.
Mishawaka and the County hereby agree as follows:

i. Mishawaka and the County shall each pay its percentage share of the Symbiont Fee to the Controller for the City of South Bend with said monies to be used in accordance with this Agreement. Such percentage share shall include the following:

Mishawaka	25% (up to $6,000.00)
St. Joseph County	25% (up to $6,000.00)

III. ADMINSTRATION

This Agreement shall be administered by a committee (the "Coalition Committee") comprised of Christopher Dressel, representing South Bend, Kenneth Prince, representing Mishawaka, and John Lankowicz, representing the County (or the successor of each) and the Board of Public Works for the City of South Bend shall be designated as the contracting agency on behalf of the Coalition Committee. Contracts, modifications or adjustments that modify the Symbiont Fee shall be subject to the approval of all Parties to the Agreement via facsimile or email. Upon completion of the project, a final audit shall be performed by the City of South Bend and submitted to the Coalition Committee. All approved costs in excess of the stated Symbiont Fee shall be shared in the same percentages as set forth above. Mishawaka and the County agree to make payment to South Bend for the full amount of each Party's percentage amount within a period not to exceed thirty (30) days from receipt of notice from South Bend that payment to Symbiont has been made by South Bend.

South Bend shall advise all Parties to this Agreement of any contracts, modifications or change orders that modify the Symbiont Fee via e-mail or facsimile. Upon completion of the project, a final audit shall be performed by South Bend.

IV. DURATION

This Agreement shall go into effect when it has been approved by the legislative bodies of South Bend, Mishawaka and the County, respectively, and the Agreement has been recorded with the St. Joseph County Recorder. This Agreement shall terminate on the earlier of (i) substantial completion of the project or (ii) December 31, 2019.

Date: ______________, 2014

CITY OF MISHAWAKA, INDIANA

____
Signature

____
Printed Name and Title

Date: ______________, 2014

CITY OF SOUTH BEND, INDIANA

____
Signature

____
Printed Name and Title

Date: ______________, 2014

ST. JOSEPH COUNTY, INDIANA

____
Signature

____
Printed Name and Title

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

Before me, a Notary Public in and for said County and State, personally appeared ____, to me known to be ______________________________, of the City of South Bend, Indiana, and acknowledged the execution of the foregoing document on the ____ day of __________________, 2014.

My Commission Expires:

____

____
, Notary Public
Residing in St. Joseph County, Indiana

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

Before me, a Notary Public in and for said County and State, personally appeared ____, to me known to be ______________________________, of the City of Misawaka, Indiana, and acknowledged the execution of the foregoing document on the ____ day of __________________, 2014.

My Commission Expires:

____

____
, Notary Public
Residing in St. Joseph County, Indiana

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

Before me, a Notary Public in and for said County and State, personally appeared ____, to me known to be ______________________________, of St. Joseph County, Indiana, and acknowledged the execution of the foregoing document on the ____ day of __________________, 2014.

My Commission Expires:

____

____
, Notary Public
Residing in St. Joseph County, Indiana

I affirm, under the penalties for perjury, that I have taken reasonable care to react each Social Security number in this document, unless required by law. Lawrence J. Meteiver

This instrument was prepared by Lawrence J. Meteiver, Assistant City Attorney, 1200 S County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601, (574) 235-9294.

Exhibit "A"

Symbiont Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SOUTH BEND, INDIANA AND SYMBIONT SCIENCE, ENGINEERING AND CONSTRUCTION, INC.

THIS AGREEMENT is made effective the _____ day of January, 2014, by and between the City of South Bend, Indiana, a municipal corporation organized and operating under the laws of the State of Indiana, acting by and through its Board of Public Works ("City") and Symbiont Science, Engineering and Construction, Inc. (a foreign corporation organized under the laws of the State of Wisconsin, licensed to do business in the State of Indiana, and having its principal place of business at 6737 W. Washington Street, Suite 3440, West Allis, WI 53214 ("Contractor").

RECITALS

WHEREAS, Contractor has experience and expertise in environmental consulting and planning that may prove beneficial to the City in these efforts; and

WHEREAS, the City desires to retain the services of Contractor to prepare an application for a United States Environmental Protection Agency (USEPA) Brownfields Coalition Assessment grant for fiscal year 2014,and Contractor is willing to assist the City in its efforts; and

WHEREAS, the City has determined that due to Contractor's experience and expertise, it is in the best interests of the City to retain Contractor's services under the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and Contractor hereby agree as follows:

Section 1. Duties of the Contractor.

The Contractor shall provide the Services which are more particularly described in the proposal submitted by Symbiont dated January 20, 2014, designated *Exhibit "A"*, attached hereto and incorporated herein. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

Section 2. Consideration.

The Contractor will be paid as set forth at *Exhibit "A"*. Symbiont will provide the grant application assistance at its own risk, with no compensation unless the application is successful. Should the grant be funded and Symbiont is retained to implement the grant, Symbiont's compensation for grant preparation services will be waived. If the application is successful and Symbiont is not awarded the project implementation, Symbiont's compensation would be 4% of the USEPA grant amount (i.e.,

$24,000 for a $600,000 grant). Any payment that the City may deny or withhold or delay shall not be subject to penalty or interest under Indiana Code § 5-17-5.

Section 3. Term.

This Agreement shall be effective upon execution ("Effective Date") and shall end on December 31, 2017 ("Expiration Date").

Section 4. Assignment; Successors. The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of the City.

Section 5. Changes in Scope of Services. The Contractor understands and agrees that it shall not commence any additional work or change the scope of the Services provided unless authorized in writing by the City. No claim for additional compensation shall be made by Contractor in the absence of prior written approval of the Parties.

Section 6. Governing Law; Compliance with Laws. This Agreement shall be construed and interpreted according to the laws of the State of Indiana. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby are hereby incorporated herein by reference. Contractor shall comply with federal, state and local law in its hiring and employment practices and policies for any activity covered by this Agreement. Further, the City shall not be required to pay for Services that are inconsistent with or in violation of this Agreement nor for any Services performed in violation of federal, state or local statute, ordinance, rule or regulation

Section 7. Relationship/Independent Contractor. Both parties, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employee(s) or agent(s) of one party shall not be deemed or construed to be the employee(s) or agent(s) of the other party for any purpose whatsoever. Neither party will assume liability for any injury (including death) to any person(s), or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall be solely responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

Contractor is solely responsible for compliance with federal, state and local laws and regulations relating to taxes and social security payments that may be required to be made in connection with the compensation provided under this Agreement. The City, however, may file informational returns with the United States Internal Revenue Service or similar state agency regarding payment made to Contractor in accordance with this Agreement under conditions imposed by federal, state or local laws applicable to such payment. The City shall provide IRS Form 1099 if applicable.

Section 8. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.

Section 9. Funding Cancellation and Payments. In accordance with I.C. 36-1-12.5-5(d)(4), payments by the City are subject to annual appropriation by its fiscal body. When the City makes a written determination that funds are not appropriated or otherwise available to support continued performance of this Agreement, this Agreement shall be cancelled. A determination by the City that funds are not appropriated or otherwise available to support continuation of the performance shall be final and conclusive.

Section 10. Termination. This Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Contractor shall be compensated for performance prior to the notice date of termination but in no case shall total payment made to Contractor exceed the original Agreement price due on Agreement. No price increase shall be allowed on individual line items if canceled only in part.

Section 11. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the fact of this Agreement.

Section 12. E-Verify. The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor is not required to participate in the E-Verify program should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

Section 13. Minority and Womens Enterprise Diversity Development. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contact for which the discriminatory practice or noncompliance pertains.

Notwithstanding the foregoing, the award and performance of all City contracts shall comply with applicable federal, state, and local laws.

Section 13. Corporate Authority. The person signing on behalf of the Contractor represents that he/she has been duly authorized to execute this Agreement on behalf of the Contractor, and has obtained all necessary and applicable approvals to make this Agreement fully binding upon the Contractor after acceptance by the City.

Section 14. Drug-Free Workplace. The Contractor hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the City within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

SYMBIONT SCIENCE, ENGINEERING AND CONSTRUCTION, INC.	**CITY OF SOUTH BEND, INDIANA BOARD OF PUBLIC WORKS**
Signature	Gary Gilot, President
Printed Name and Title	Kathryn Roos, Member
Street Address	David Relos, Member
P.O. Box	Brian Pawlowski, Member
City, State Zip	
Telephone *Fax*	Patrick Henthorn, Member
	ATTEST:
	Linda Martin, Clerk

Signature Page to Service Agreement by and between Board of Public Works and Symbiont Science, Engineering and Construction, Inc.

EXHIBIT A

Proposal Submitted by *Symbiont Science, Engineering and Construction, Inc.*
dated January 20, 2014

EPA Assessment Grant Timeline (2014-2017)

6/16/14 – RESOLUTION FOR INTERLOCAL AGREEMENT (SYMBIONT) TO COUNCIL

6/19/14 – EPA REGION 5 CONFERENCE CALL – APPLICATION REQUIREMENTS

6/23/14 – REQUEST TO COMMON COUNCIL FOR APPROVAL OF RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT (SYMBIONT)

6/25/14 – SHARE BUDGET NARRATIVE DRAFT (WORKPLAN) WITH COALITION PARTNERS FOR FEEDBACK

6/30/14 – DEADLINE TO SUBMIT BUDGET NARRATIVE DRAFT (WORKPLAN) TO EPA FOR COMPLIANCE REVIEW

7/3/14 – BPW AGENDA SESSION FOR REVIEW OF INTELOCAL AGREEMENT (SYMBIONT)

7/7/14 – REQUEST FOR MISHAWAKA COUNCIL APPROVAL OF RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT (SYMBIONT)

7/8/14 – REQUEST FOR COUNTY COUNCIL APPROVAL OF RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT (SYMBIONT)

7/8/14 – BPW APPROVAL OF INTELOCAL AGREEMENT (SYMBIONT)

7/8/14 – FEEDBACK RECEIVED FROM EPA ON BUDGET NARRATIVE (WORKPLAN) (TENTATIVE)

7/15/14 – DEADLINE TO SUBMIT FY14 ARC FINAL APPLICATION

8/1/14 – FINALIZE COALITION MEMBERSHIP

8/1/14 – START GRANT CONSULTANT PROCUREMENT PROCESS (TENTATIVE)

9/13/14 – LAST DATE FOR EPA APPLICATION AWARD NOTIFICATION

9/1/14 – GRANT CONSULTANT PROCUREMENT PROCESS COMPLETE (TENTATIVE)

9/1/14 – PROCESS PAYMENT OF SYMBIONT FEE (IF NECCESARY)

9/13/14 – LAST DATE FOR EPA APPLICATION AWARD

10/1/14 – START DATE OF GRANT PERIOD

10/22/14 – DEADLINE FOR FIRST FUND DRAWDOWN

12/1/14 – FINALIZE ASSESSMENT PRIORITIZATION AND REVIEW PROCESS (TENTATIVE)

12/31/14 – COMPLETION OF BROWNFIELDS INVENTORY (TENTATIVE)

2015-2016 – CONDUCT ASSESSMENTS

9/30/17 – FINAL DATE OF GRANT PERIOD

Last Updated - 6/12/2014

CITY OF SOUTH BEND, INDIANA
BROWNFIELDS ASSESSMENT GRANT
WORK PLAN
JULY 15, 2014

This project supports Environmental Results Goal __, Healthy Communities and Ecosystems, Objective:___; Sub-Objective: ___. Specifically the recipient will inventory, characterize, access, and conduct planning and community involvement activities to encourage revitalization and reuse of brownfields sites. The Project Period is 3 years.

CFDA: ________
CERCLA Authority: ______________
DCN: ___
Budget FY: __
Appropriation: __
Budget Org. __________
Object Class: ______
Program Results Code (PRC): _________________(Action Code: OP)

1.0 Introduction

The U.S. EPA has awarded the City of South Bend and its grant Coalition partners the City of Mishawaka and St. Joseph County a $600,000 grant for assessment of sites believed to be contaminated with petroleum substances or other hazardous materials. The Coalition was formed to create a County-wide group that could use South Bend and Mishawaka's brownfields experience to incentivize brownfields redevelopment in struggling neighborhoods and provide support/mentorship for redevelopment in smaller County communities. The Coalition intends to address concerns expressed by its constituents through the use of a portion of the assessment grant funds to support the creation of a county-wide geographic information system (GIS) inventory of brownfields. Prioritization of sites will allow for timely assessments for both Phase I and Phase II based upon submittals retrieved via a community outreach process to be determined by the coalition.

St. Joseph County (the County) and its largest cities, South Bend and Mishawaka (the Coalition), were, at one time, leading manufacturing centers in the state of Indiana. Over the last 50 years, many major manufacturers departed and not only have the jobs been lost but also the heritage, pride, and identity of this once proud and hardworking community. The legacy of industrial development has left the coalition disproportionately impacted by brownfields. Hundreds of acres of vacant industrial brownfields now dominate the landscape and community leaders are struggling to find funding for the assessment, remediation and redevelopment of these properties, which will ultimately improve the health and welfare of the residents and return employment opportunities to citizens and tax income to the municipalities.

Coalition members have identified redevelopment of brownfields as integral for economic recovery and future growth. South Bend and Mishawaka both have a brownfields redevelopment program and the Coalition hopes to expand these brownfields program to other communities in the County with populations of less than 10,000 (Lakeville, North Liberty, Osceola, Walkertown, and Roseland). These small rural communities do not have access to the resources required to develop individual brownfield programs and lack the capacity to individually apply for funding to assess and redevelop brownfield properties.

2.0 Management and Coordination

South Bend, Mishawaka, St. Joseph County and a qualified environmental consultant or consultants (the Project Team) will jointly guide this community wide brownfield effort. South Bend will act as lead organization on the project. The City of Mishawaka and St. Joseph County will act as supporting members of the Coalition, providing guidance on how to best utilize grant funds and leveraging additional funding sources. South Bend will be responsible for the day-to-day grant operations including: updating and maintaining the brownfields GIS inventory; distributing information about the project to the communities; and tracking project progress. South Bend will be responsible for procuring all contractual services and will initiate procurement of consultant services upon notice of award. The Coalition will prepare a Work Plan crafted with community stakeholder input.

Chris Dressel, City of South Bend Project Manager

The City of South Bend, as Lead Coalition Member, will designate the Department of Community Investment to serve as the lead agency. The Coalition will maintain the grant management team in place during the entire grant project. Mr. Chris Dressel will act as Project Director, and lead the Project Team for the City of South Bend. Mr. Dressel will coordinate with EPA Region 5 Project Manager Mr. George Stone on scheduling, budget and finding matters. He will work with the technical project team for planning and developing the strategies for each of the project tasks. Mr. Dressel is a seasoned Planner who has served as Bicycle Coordinator for the City of South Bend since 2009, and also as has managed the City of South Bend's federally funded Weed & Seed initiative sponsored by Department of Justice.

Mr. Ken Prince will act as Coalition Team Lead for the Coalition member City of Mishawaka. Mr. Prince is the City of Mishawaka's Planning and Economic Development Director. He manages the Department of Community Development provides economic development expertise and information to advise and guide in development, redevelopment, and the construction process of both large and small businesses.

Mr. John Lankowicz will be the Coalition Team Lead for the Coalition member St. Joseph County. Mr. Lankowicz is the Senior Environmental Health Specialist for St. Joseph County's Health Department. The St. Joseph County health department serves the entire area covered by this grant proposal including Coalition member communities of South Bend and Mishawaka.

3.0 Tasks

Major Tasks planned for completion with assessment grant funds include:

1. **Community Outreach, Conferences, Performance and Financial Reporting**
2. **Data Gathering, Consolidation & Review, Site Prioritization, Access Agreements Strategy Review and Site Selection**
3. **Phase I Assessments & Asbestos Surveys**
4. **QAPP preparation, Phase II Assessments, Further Site Investigations & Remediation Planning**
5. **Area Wide Planning**

Task 1 - Community Outreach, Conferences, Performance and Financial Reporting:

The Coalition will implement a thorough community outreach and public engagement effort including Project Team meetings every three months. The public shall be invited and welcomed. At times, these public meetings may take the form of small group public engagement opportunities focused on specific target brownfield areas. Community outreach is often more helpful to residents when the target audience is selected from near a focus area or site of concern. In keeping with best practices and innovation, the Coalition will create a Public Engagement Portal in order to keep the county-wide residents and stakeholders apprised of public meetings, Project Team goals, benchmarks, progress & priorities. All relevant documents shall be uploaded to the web and hard copies will be available at the City of South Bend and Mishawaka and St. Joseph County offices. A brief document identifying Project Goals & Benchmarks will be created after initial public engagement and Project Team interaction.

Using the public comments received as a base of information, the City will develop a prioritization of sites and goals for the program. Sites will be judged based on criteria such as threats to human health, environmental justice concerns, developmental potential, and applicability to existing City development and health goals and initiatives. The City will than advertise the assessment program to developers, real estate professional, neighborhood groups, and commercial corridor groups. Applications will be requested and the City will then select the applications most fitting to the goals and objectives laid forth as a result of Task 1. At the completion of Task 2, the City will have a list of sites and areas to be assessed using the EPA Assessment Grant funds. Additional sites will be selected based on area wide surveys results, planned revitalization efforts among coalition members and public input.If the dollar amount of the assessments for the application rounds does not total the amount of the EPA Grant, the remainder of the grant will be used on a first come, first served basis.

Sites being considered for assessments will require a site eligibility determination from the Indiana Department of Environmental Management (IDEM). City staff will prepare basic information on site legibility and forward it to IDEM for review and approval. IDEM's eligibility determination will be sent to U.S. EPA Region 5 for review. No assessment will take place until IDEM determines that the site is eligible and EPA has reviewed that determination.

Task 2 - Data Gathering, Consolidation & Review, Site Prioritization, Access Agreements

Data shall be gathered, from local, state and federal resources. The GIS based inventory will build on an initial inventory of underutilized sites throughout the City of South Bend that was completed as part of an EPA 1999 Pilot Grant. The coalition will leverage the technology from e-Atlas as the best practice for building a comprehensive and sustainable brownfield inventory, and decision making tool combined with community condition data gathering. Among those community conditions gathered will be brownfield sites, vacant and abandoned properties, incidents of illegal dumping, infrastructure conditions, and multiple other variables that contribute to problems of blight and disinvestment.

Task 3 – Phase I Assessments & Asbestos Surveys

The project will integrate best practices for cost efficient means to investigate entire areas where several brownfield sites of concern are concentrated. A Phase I ESA Area Survey process will be implemented in two separate areas of the Coalition community. Each Phase I ESA Survey will first review many existing data sets to identify and map brownfield sites and suspect sites. Sanborn maps, city directories, property records, etc. will be reviewed for the target areas.

The Phase I ESA Survey activities will lead to independent Phase I ESAs after priority sites are determined in concert with the Project Team and stakeholders. A minimum of ten (10) Phase I ESAs will be completed after broad area-wide data is compiled with the two Phase I ESA Area Surveys.

Task 4 – QAPP preparation, Phase II Assessments, Further Site Investigations & Remediation Planning

The Coalition will focus assessment funds on determining the nature and extent of the contamination at the priority sites where the history is already known. The Coalition also anticipates supporting due diligence associated with sites where developer and/or business interest occurs during the project. The Coalition will also conduct cleanup/redevelopment planning as required by the Indiana Brownfield Program (IBP), Voluntary Remediation Program (VRP), or Underground Storage Tank (UST) program for brownfields where redevelopment is imminent. This may include preparation of Remediation Work Plans (RWPs), assessment of brownfields cleanup/redevelopment alternatives, and evaluation of institutional and engineering controls. The Coalition anticipates that EPA funds will be used to contract with an qualified environmental consulting firm.

Task 5 – Area Wide Planning

The Area-Wide Planning component will work to incorporate existing revitalization planning efforts, and results of Phase I ESA Area Survey(s) to provide an environmental perspective on what barriers to redevelopment may exist. Market research will be included in this task to identify prospective sectors that are likely to drive redevelopment. An asset based approach to incorporating comprehensive community development strategies will be incorporated into the brownfield planning effort. Vacant & abandoned property inventory data, existing transportation network information, community connectivity enhancements, asset identification, and data related to multiple indicators of blight and disinvestment will be combined with the brownfield perspective to guide an accurate plan. Any plan developed will be completed with an eye towards implementation, thus it will include scoping documents that identify costs and funds available to implement recommendations.

4.0 Schedule

The following provides a proposed schedule for the above tasks 1 through 5:

Task 1 – Community Outreach, Conferences, Performance and Financial Reporting

- Hold public project team meetings
- Target community outreach to developers, neighborhood groups, commercial/business groups, and commercial realtors
- Create Public Engagement Portal for meeting advertisement, document publication, etc.
- Review of public comments
- Develop a project goals and benchmarks document based on initial feedback

Completion Date: Sixty (60) days after execution of Cooperative Agreement

Task 2 – Data Gathering, Consolidation & Review, Site Prioritization, Access Agreements

- Summary of Site Prioritization Activities
- Mapping of Priority Areas
- Creation of Site Priority Lists
- Development of Priority Area Lists Based on collaborative review of data

Completion Date: Sixty (60) days after execution of Cooperative Agreement

Task 3 – Phase I Assessments & Asbestos Surveys

- Development of two Phase I ESA Survey's
- Completion of 10 Phase I ESA's
- Conducting Asbestos Surveys depending on prioritization

Completion Date: One Hundred Twenty (120) days after execution of Cooperative Agreement

Task 4 – QAPP preparation, Phase II Assessments, Further Site Investigations & Remediation Planning

- Contract with qualified environmental consulting firm
- Complete one Quality Assurance Project Plan with 2 annual updates
- Complete 10 sampling and analysis plans
- Complete 10 Phase II ESAs, 6 SIs, and 6 RWPs

Task 5 – Area wide Planning

- Complete Brownfield Redevelopment Plan

Completion Date: One year after execution of cooperative agreement.

5.0 Budget

Line #	Budget Categories (program costs only)	Task 1 Public Engagement & Conferences	Task 2 Brownfield Inventory & Site Prioritization	Task 3 Phase I ESA's & Surveys	Task 4 Phase II ESA's SI, QAPPs & RWP	Task 5 Brownfield Area-Wide Planning	Total
			Hazardous Substances Funds				
1	Personnel						
2	Fringe Benefits						
3	Contractual	$13,250	$47,000	$38,750	$165,000	$27,000	$291,000
4	Equipment						
5	Supplies		$5,000				$5,000
6	Travel	$4,000					$4,000
7	Other						
8	Totals	$17,250	$52,000	$38,750	$165,000	$27,000	$300,000
			Petroleum Funds				
1	Personnel						
2	Fringe Benefits						
3	Contractual	$13,250	$47,000	$38,750	$165,000	$27,000	$291,000
4	Equipment						
5	Supplies		$5,000				$5,000
6	Travel	$4,000					$4,000
7	Other						
8	Totals	$17,250	$52,000	$38,750	$165,000	$27,000	$300,000

CITY OF SOUTH BEND
PETE BUTTIGIEG, MAYOR
Office of the Mayor

CONTACT:
Kara Kelly, (574) 235-5853
kkelly@southbendin.gov

FOR RELEASE: Thursday, May 29, 2014

SOUTH BEND RECEIVES $600,000 EPA GRANT FOR BROWNFIELD ASSESSMENTS

The U.S. Environmental Protection Agency (EPA) has announced that the City of South Bend will receive $600,000 to conduct various environmental assessments throughout St. Joseph County.

Part of the funding will be used to develop a countywide brownfield inventory using a geographic information system designed to gather, store, analyze, manage, and present data on area brownfield sites. South Bend will lead the assessments in partnership with the St. Joseph County and the City of Mishawaka.

Nationwide 171 communities have received 264 grants totaling $67 million to clean and redevelop contaminated properties, boost local economies, and create jobs while protecting public health and the environment.

"The brownfield grant represents a win-win-win for the environment, economy, and people of South Bend," says Scott Ford, Executive Director of Community Investment. "This funding will help improve the quality of life in many ways across our communities."

###

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR **BUILDING - COMMUNITY DEVELOPMENT - PLANNING**

June 27, 2014

RECEIVED
DEBORAH S. BLOCK, MMC
JUN 27 2014
CITY CLERK
MISHAWAKA, IN

Mr. Woody Emmons, 1st District City Council
Mr. Mike Bellovich, 2nd District City Council
Mr. John Reisdorf, 3rd District City Council
Mrs. Kate Voelker, 4th District City Council
Mr. Michael Compton, 5th District City Council
Mr. Ron Banicki, 6th District City Council
Mr. Dan Bilancio, At-Large City Council
Mr. Matt Mamolenti, At-Large City Council
Mr. John Roggeman, At-Large City Council
Mrs. Deborah Block, City Clerk

Re: EPA Brownfield Grant Coalition
Resolution approving an Interlocal Agreement between the City of South Bend, St. Joseph County, and the City of Mishawaka
(Symbiont Cost Sharing)

Dear Council Members and Clerk:

Attached is a proposed resolution approving an interlocal agreement between the City of South Bend, St. Joseph County, and the City of Mishawaka. As discussed as part of last year's budget committee meeting, the City has been working with the City of South Bend and St Joseph County over the past two years in filing for a US EPA Brownfield grant to accomplish various work elements throughout St. Joseph County. Grants are competitive, and to make application all three entities needed to partner on the request. South Bend is the lead agency, is managing the project, and is potentially contributing the most financially.

This was the second year that a grant application has been filed. Last year the application was filed and was not successful. This year, the coalition used Symbiont as a consultant to help prepare the grant application. They are an environmental firm specializing in brownfield redevelopment with offices in Milwaukee and Fort Wayne. They provided the assistance in preparing the grant application free of charge with the understanding that is the grant was successful, they would receive a significant portion of the work associated with the grant, or would be reimbursed if the coalition decided to proceed with another consultant.

The attached interlocal agreement identifies the total cost of that reimbursement, if necessary, at $24,000. The proportionate responsibility of each coalition member is set at $12,000 for the City of South Bend, and $6,000 for both the City of Mishawaka and St. Joseph County. This consulting money has already been included in the 2014 Planning Budget. The interlocal agreement is necessary based on the Indiana Code which requires interlocal agreements to be approved by the fiscal body of the municipality (IC 36-1-7-4)

I have attached the resolution, interlocal agreement and various information pertaining to the grant. One of the key elements of the grant is to perform an inventory of brownfield/environmental sites and to

City Hall • 600 East Third Street • Mishawaka IN • 46544-2241
Community Development • Redevelopment • Economic Development Phone: (574) 258-1609 Fax: (574) 968-6999
Planning • Historic Preservation Phone: (574) 258-1625 Fax: (574) 968-6999
E-mail: planning@mishawakacity.com and communitydevelopment@mishawakacity.com

integrate that information with the City's GIS system. This information would be very valuable to the City and our constituents as we work to provide access through the City's website.

Please do not hesitate to contact me with any questions.

Sincerely,

Kenneth B. Prince, ASLA, AICP
City Planner

Cc: David A. Wood, Mayor
Dave Thomas, Community Development Director

1st Reading
2nd Reading
Passed
Failed
Continued To

RECEIVED
DEBORAH S. BLOCK, MMC

JUN 12 2014

CITY CLERK
MISHAWAKA, IN

PROPOSED ORDINANCE NO. 2014-12

ORDINANCE NO.____________

AN ORDINANCE DECLARING AN EMERGENCY AND DETERMINING THE REDUCTION OF FUNDS FOR THE YEAR ENDING DECEMBER 31, 2014

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

Section 1. An emergency exists which requires the reduction of funds for the fiscal year ending December 31, 2014 as set out in detail in the published budget.

Section 3. There is hereby reduced from the General Fund of the City of Mishawaka the sum of $12,000.00 for assignment as follows:

General Fund

Reduction:

Controller

Personal Services

101.02.413.05 Employee Health Insurance $12,000.00

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 ________________,2014 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 ___________________,2014 at________

o'clock, _____ .M.

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

APPROVED BY ME this ____________day of ____________________,2014 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

RECEIVED
DEBORAH S. BLOCK, MMC
JUN 12 2014
CITY CLERK
MISHAWAKA, IN

Date: June 12, 2014

To: Members of the Common Council

From: Becky Miller

Re: Reduction of funds

For the June 16th packet I am presenting two ordinances for budget reductions. Due to the Circuit Breaker loss number recently received from the State, we are required to reduce the General fund, the Cumulative Capital fund, and the Municipal Bond fund for budget year 2014. The second reduction ordinance is due to a $12,000 additional that was done earlier this year. It now must be processed as a reduction of a different line in the General Fund.

Please contact me with any questions. I will be at pre council to answer any questions.

c: Mayor David A. Wood

City Hall • 600 East Third Street • Mishawaka, Indiana 46544
Telephone: (574) 258-1622 • FAX (574) 258-1724 • www.mishawaka.in.gov

RECEIVED
DEBORAH S. BLOCK MMC

JUN 12 2014

CITY CLERK
MISHAWAKA, IN

1st Reading
2nd Reading
Passed
Failed
Continued To

PROPOSED ORDINANCE NO. 2014-13

ORDINANCE NO.____________

AN ORDINANCE DECLARING AND
DETERMINING THE REDUCTION OF BUDGETED
APPROPRIATIONS FOR THE YEAR ENDING DECEMBER 31, 2014

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

Section 1. The appropriation of funds for the fiscal year ending December 31, 2014 set out in detail in the published budget will be reduced as follows:

General Fund

Controller Department
Services Personal
101.02.413.05 Employee Health Insurance $ 68,240.00

Cumulative Capital Development

Capital Outlay
417.50.445.11 Computer Equipment/Software 31,329.00

Municipal Bond Redemption

Other Services and Charges
301.50.438.03 Registrar Fee 2,001.00

Total $101,570.00

Section 2. 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 ________________, 2014 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 ___________________, 2014 at_______ o'clock, ____.M.

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

APPROVED BY ME this ____________day of ___________________, 2014 at ______________o'clock, _____.M.

____
David A. Wood, Mayor

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

DEPARTMENT OF FINANCE
Rebecca S. Miller, Controller
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