AGENDA

Monday, July 21, 2014

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

July 07, 2014

5. Petitions, Communications, Remonstrance and Memorials

A letter from the City Plan Commission regarding recommendations from their July 8, 2014 meeting.

6. Report of Special Committee

7. Ordinances on First Reading

P.O. NO. 2014-14 Rezone from C-4 Auto Oriented Com to C-7 Auto Restaurant Commercial - 205 W Day Rd

P.O. NO. 2014-15 Rezone from I-1 Light Industrial to R-1 Single Family - 902 E. Marion St. (Petitioner Requesting 2nd Reading)

P.O. NO. 2014-16 Amending the Salary Ordinance - Law Department

8. Resolutions

R2014-14 Honoring Anna Rohrer Mishawaka High School for her 2014 Track and Field Season

R2014-15 Honoring Ashleigh McCloud Penn High School Track and Field Season

R2014-16 Public Safety Access Point/PSAP 911

9. Ordinances on Second Reading

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
July 07, 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 July 7, at 7:00 p.m. The meeting was called to order by President Matt Mammolenti all were asked to stand for the Pledge of Allegiance.

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, absent Linda Dotson Chief Deputy II, and Council Attorney Mike Trippel.

The minutes from the June 16, 2014 meeting were approved as received from the City Clerk's Office.

Clerk Block presented the following Petition to the Council, who referred it to the Board of Zoning Commission for their recommendation.

PETITION NO. 2014-10	Rezone from C-4 Auto Oriented Commercial To C-7 Auto Restaurant Commercial – 205 West Day Road
PETITION NO. 2014-11	Rezone from I-1 Light Industrial to R-1 single Family 902 E. Marion Street

Clerk Block read **RESOLUTION NO. R2014-13** opening it for public hearing.

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
(EPA Brownfield Grant Interlocal Agreement)

Ken Prince, City Planner, said all second class cities in the County must fill out an application for a Brownfield Grant, South Bend started and asked Mishawaka and St. Joseph County to join. He said in doing so an inventory of Brownfields in the city was made and the City of Mishawaka was awarded the grant. Mr. Prince stated this would authorize the board of Public Works and Safety to be signatory and pay $6,000.00 for a consultant.

Mr. Banicki asked if this would be a onetime fee. Mr. Prince said yes it would.

Mr. Prince stated this would allow for cleanup of old gas stations and tanks left behind. Mr. Emmons asked if Barreth Oil on 6th and Logan would be a prospect. Mr. Prince said they are and have been working on the Barreth Oil Facility with attorneys; Brownfield would not take care of that clean up.

Question was called for at 7:10 p.m. on **RESOLUTIONS R2014-13** the **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 9).
Yes: Mr. Banicki, Mr. Bellovich, Mr. Bilancio, Mr. Compton, Mr. Emmons, Mr. Mammolenti, Mr. Reisdorf, Mr. Roggeman, Mrs. Voelker.

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

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)

Mr. Bellovich 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 the motion carried.

Rebecca Miller, City Controller said speaking on, both **PROPOSED ORDINANCES 12 AND 13** due to the loss of revenue because of the Circuit Breaker there was a need for a reduction in the City Budget. She went on to say also because of the Circuit Breaker they added to the rate but it still was not enough.

Question was called on **PROPOSED ORDINANCE NO. 2014-12** the **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 9). **Yes:** Mr. Banicki, Mr. Bellovich, Mr. Bilancio, Mr. Compton, Mr. Emmons, Mr. Mammolenti, Mr. Reisdorf, Mr. Roggeman, Mrs. Voelker. Thus it becomes **ORDINANCE NO. 5446.**

Clerk block read **PROPOSED ORDINANCE NO. 2014-13** opening it for public hearinig.

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)

Mr. Compton 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 the motion carried.

Question was called for at 7:14 on **PROPOSED ORDINANCE NO. 2014-13** with **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 9).
Yes: Mr. Banicki, Mr. Bellovich, Mr. Bilancio, Mr. Compton, Mr. Emmons, Mr. Mammolenti, Mr. Reisdorf, Mr. Roggeman, Mrs. Voelker. Thus it becomes **ORDINANCE NO. 5447.**

UNFINISHED BUSINESS

Mr. Emmons asked the Mayor if they were starting the clean-up on the Dodge Facility that burnt. Mayor Wood stated they have some Asbestos removal has been done, they have 90 days and the city would be monitoring the progress.

Mr. Reisdorf asked the Mayor how the storm cleanup was going. Mayor Wood said the storm seem to take nearly the same path it took last November on the North Side of Mishawaka, but power lines were up and running and the city was without power in only part of the town and that was remedied very quickly. He said the Street Department was cleaning up from fallen trees and debris and that has taken a little longer but he is very proud of the service rendered by both the Utilities and the Street Departments.

Mr. Compton asked if the cemetery had much damage since it was again in the path of the storm. Mayor Wood said some branches down but minor.

NEW BUSINESS

Mr. Emmons said he would have a Neighborhood Watch Meeting on Thursday July 17th at St. Bavo School with Metro Homicide as his guest speaker; they would also be bringing the Command Vehicle.

Mr. Mammolenti stated there would be no Neighborhood Watch Meeting in Twin Branch for July.

There being no further business to come before the Council, President Mammolenti adjourned the meeting at 7:21 p.m.

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

Matt Mammolenti_____
Matt Mammolenti, Presiding Officer

City of Mishawaka

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

July 9, 2014

RECEIVED
DEBORAH S. BLOCK, MMC
JUL 09 2014
CITY CLERK
MISHAWAKA, IN

Honorable Members of the Common Council
City of Mishawaka, Indiana

RE: Plan Commission Recommendation
July 8, 2014, 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 #14-10 A petition submitted by Mishawings, LLC, requesting to rezone **205 West Day Road** from C-4 Automobile Oriented Commercial District to C-7 Automobile Oriented Restaurant Commercial District.

The Commission, with a vote of 7-0, recommended approval.

PETITION #14-11 A petition submitted by William M. Wagner and George M. Wagner requesting to rezone **902 East Marion Street** from R-1 Single Family Residential District and I-1 Light Industrial District to R-1 Single Family Residential District.

The Commission, with a vote of 7-0, recommended approval.

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, Mishawaka Plan Commission

cc: Dan Angspatt
William Wagner

STAFF REPORT

Location: 205 W Day Road Date: July 8, 2014

PET 14 10 Prepared By: GGS

GENERAL INFORMATION

Applicant:	Mishawings LLC/Shorewood Development Group
Status:	Property Owners/Contingent Owner
Request:	To rezone from C-4 Automobile Oriented Commercial to C-7 Automobile Oriented Restaurant Commercial
Zoning Classification:	C-4 Automobile Oriented Commercial
Lot Size:	1.7476 acres
Applicable Regulations:	Sec. 137-40 Plan Commission Section 137-41 Amendment to Zoning Ordinance & Zoning Map

SPECIAL INFORMATION

Area Development Pattern:	North:	C-1 General Commercial
	South:	C-4 Automobile Oriented Commercial
	East:	C-1 General Commercial
	West:	C-7 Automobile Oriented Restaurant Commercial
Thoroughfare:	West Day Road	
School District:	South Bend Community School	
Public Utilities:	All utilities are available to the site	
Comprehensive Plan:	General Commercial	

ANALYSIS

The petitioner, Shorewood Development Group, on behalf of Mishawings LLC is requesting to rezone property from C-4 Automobile Oriented Commercial to C-7 Automobile Oriented Restaurant Commercial to allow for a drive-thru restaurant. The property to be rezoned is located at 205 West Day Road which previously consisted of the Hooter's Restaurant. The property is currently vacant.

The petitioners desire to add a small addition to the existing building and divide the structure into two separate uses. 4,824 square feet of the building will be utilized for a small retail tenant. The remaining 2,458 square feet of the building will consist of a restaurant with a drive-thru window. Minor improvements to the property will also be completed including the construction of a drive-thru lane. According to the proposed site plan, a total of 80 parking spaces will be provided; 56 parking spaces are required with a ratio of 15 per 1000 sf of building area for the drive-thru use and 4 per 1000 sf for the retail use. If the retail space would be ever converted to a restaurant use at a later date, a total of 85 parking spaces would be required and additional spaces would need to be constructed or a variance would need to be obtained.

RECOMMENDATION

The Planning Department recommends approval of Petition 14-10 to rezone property located at 205 West Day Road from C-4 Automobile Oriented Commercial to C-7 Automobile Oriented Restaurant Commercial. This recommendation is based upon the following findings of fact:

1. Given the property's close proximity to commercially zoned property and adjacent to C-7 zoned property, the C-7 zoning would be compatible with the surrounding commercial properties and the existing drive-thru restaurant uses in 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, staff feels that the most desirable use for this property is the C-7 Automobile Oriented Restaurant Commercial

3. Because the parcel is located adjacent to commercial properties and along heavily traveled corridors, the C-7 zoning classification would be compatible and is a desirable use for this property;

4. C-7 zoning classification will have a favorable and stabilizing impact on the neighborhood, conserving property values in the immediate and surrounding commercial area by further expanding commercial development in the area.

5. The proposed C-7 Automobile Oriented Restaurant Commercial zoning is consistent with the City's Comprehensive Plan which indicated general commercial uses along Grape Road.

ATTACHMENTS

Photograph, Petition, Site Plan

STAFF REPORT

Location: 902 East Marion Street Date: July 8, 2014

Petition: 14 11 Prepared By: KM

GENERAL INFORMATION

Applicant:	William M. Wagner and George A. Wagner
Status:	Property Owners
Request:	Rezone from I-1 Light Industrial District and R-1 Single Family Residential District to R-1 Single Family Residential
Zoning Classification:	I-1 Light Industrial District and R-1 Single Family Residential
Lot Size:	158.85' X 129'
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:	I-1 Light Industrial District
	South:	R-1 Single Family Residential District
	East:	I-1 Light Industrial and R-1 Single Family Residential District
	West:	I-1 Light Industrial and R-1 Single Family Residential District
Thoroughfare:	Marion Street west of Willow	
School District:	School City of Mishawaka	
Public Utilities:	Available	
Comprehensive Plan:	Industrial	

ANALYSIS

The Petitioner is requesting to rezone 902 East Marion Street from I-1 Light Industrial District and R-1 Single Family Residential District to R-1 Single Family Residential. The property is located west of Willow Street.

The Petitioner states he is refinancing the home and it was discovered just prior to closing that the property is zoned both I-1 and R-1. The Zoning Map of 1927 shows the property as having both industrial and residential zonings at that time. Rezoning is required by the lender in order to proceed with the refinancing process. Prior to the 1980's residential uses were permitted in industrial zoned districts. Around 1986 the Zoning Ordinance was amended to prohibit residential uses in certain districts. Originally constructed as a private residence, the home historically has remained residential in its use.

Pertinent City Departments have reviewed and approved the request.

RECOMMENDATION

The Planning Department recommends **approval** of Petition 14-11 to rezone 902 East Marion Street from I-1 Light Industrial District and R-1 Single Family Residential to R-1 Single Family Residential District. This recommendation is based upon the following findings of fact:

1. There are some industrial uses north of the property, but the neighborhood surrounding the property to the south, west, and east 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 industrial 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 industrial 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 industrial use, however, 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

902 E. Marion Street

RECEIVED
DEBORAH S. BLOCK, MMC
JUL 09 2014
CITY CLERK
MISHAWAKA, IN

1st Reading 7-21-14
2nd Reading
Passed
Failed
Continued To

PETITION 14-10

CITY OF MISHAWAKA, INDIANA

PROPOSED ORDINANCE NO. 2014-14

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:

The following described real estate in the City of Mishawaka, Penn Township, St. Joseph County, State of Indiana, to-wit:

Lot 1 as shown on 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: 205 West Day Road

which real estate is now classified as C-4 Automobile Oriented Commercial District shall hereafter be within and a part of that District known as C-7 Automobile Oriented Restaurant Commercial District designated in "The Zoning Ordinance of 1966" as amended.

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

1. Given the property's close proximity to commercially zoned property and adjacent to C-7 zoned property, the C-7 zoning would be compatible with the surrounding commercial properties and the existing drive-thru restaurant uses in 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, staff feels that the most desirable use for this property is the C-7 Automobile Oriented Restaurant Commercial

Proposed Ordinance No: 2014-14

Ordinance No: _____

3. Because the parcel is located adjacent to commercial properties and along heavily traveled corridors, the C-7 zoning classification would be compatible and is a desirable use for this property;

4. C-7 zoning classification will have a favorable and stabilizing impact on the neighborhood, conserving property values in the immediate and surrounding commercial area by further expanding commercial development in the area.

5. The proposed C-7 Automobile Oriented Restaurant Commercial zoning is consistent with the City's Comprehensive Plan which indicated general commercial uses along Grape Road.

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 _____, 2014, at _____ o'clock ___.M.

_____
Presiding Officer

ATTEST:

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

PRESENTED by me to the Mayor 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

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 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:	±49,528 SF / ±1.1370 ACRES (65%)
EXISTING PERVIOUS AREA (LANDSCAPE):	±26,597 SF / ±0.6106 ACRES (35%)
PROPOSED IMPERVIOUS AREA:	±48,746 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:
(26,377 SF - 6,850 SF) ±23,927 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:	±7,408 SF
BUILDING COVERAGE AREA:	9.7% (75% MAX)
BUILDING HEIGHT:	21'-0" (45' 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:	209.9'	(30' REQUIRED)

PARKING

FRONT SETBACK:	EX. 39'	(10' REQUIRED)
SIDE SETBACK:		
WEST	EX. 10.3'	(10' REQUIRED)
EAST	EX. 9.4'	(5' REQUIRED)
REAR SETBACK:	EX. 69.7'	(5' REQUIRED)

PAVEMENT SECTION DETAILS

- PROPOSED BITUMINOUS PAVEMENT*
- PROPOSED 6.0" CONCRETE SIDEWALK WITH 4.0" AGGREGATE BASE COURSE
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT*
- PROPOSED LANDSCAPE AREA (TYP.)

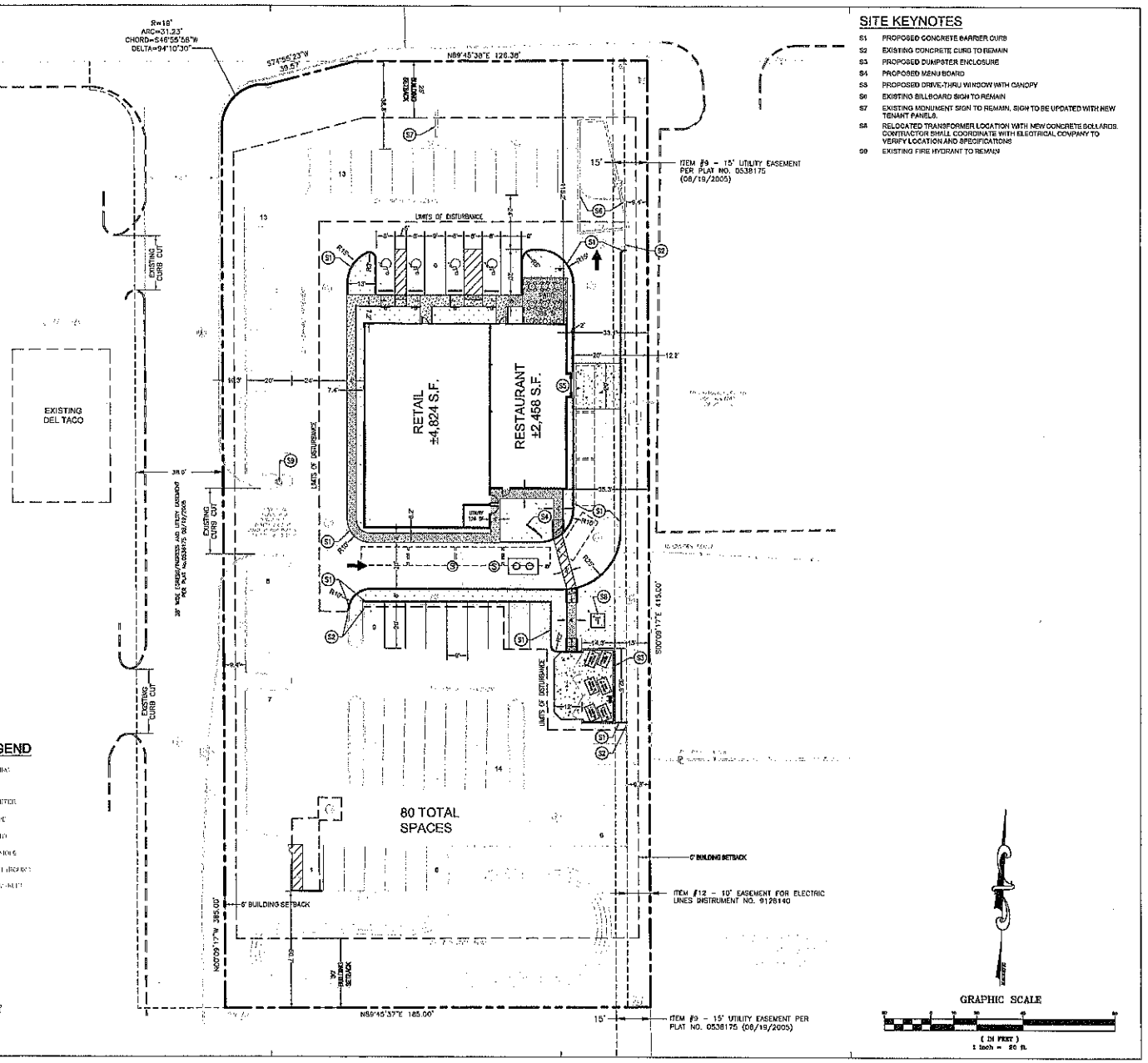
*PAVEMENT DESIGN TO BE DETERMINED BY TERRACON CONSULTANTS, INC., UPON COMPLETION OF GEOTECHNICAL REPORT

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 CONTOUR
- SANITARY MANHOLE
- ELECTRIC METER
- WATER VALVE
- FIRE HYDRANT
- STORM MANHOLE
- STORM INLET OR CATCH BASIN
- CABLE TELEVISION BOX



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

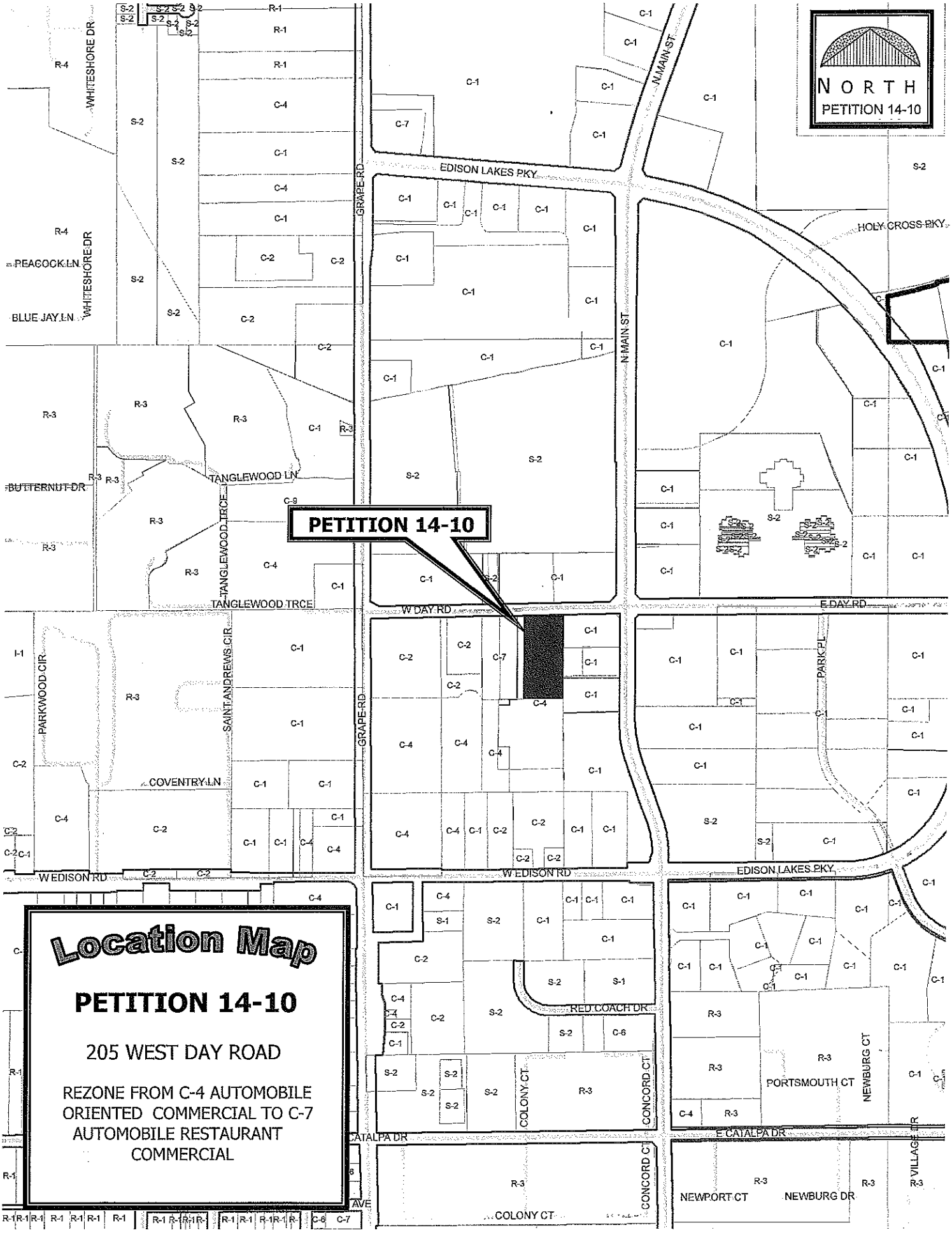
DATE	DESCRIPTION
06/13/14	RECOMM. REVIEW

PROPOSED REDEVELOPMENT
205 W. DAY ROAD
MISHAWAKA, IN

SHEET TITLE: SITE PLAN

SHEET NUMBER: C2.0

NOT ISSUED FOR CONSTRUCTION



Location Map

PETITION 14-10

205 WEST DAY ROAD

REZONE FROM C-4 AUTOMOBILE ORIENTED COMMERCIAL TO C-7 AUTOMOBILE RESTAURANT COMMERCIAL

RECEIVED
DEBORAH S. BLOCK, MMC
JUL 09 2014
CITY CLERK
MISHAWAKA, IN

1st Reading 7-21-14
2nd Reading 7-21-14
Passed
Failed
Continued To

PETITION 14-11

CITY OF MISHAWAKA, INDIANA

PROPOSED ORDINANCE NO. 2014-15

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:

The following described real estate in the City of Mishawaka, Penn Township, St. Joseph County, State of Indiana, to-wit:

LOT 18 BATTELL HILLS & PARCEL N2 RR SW SEC 10 37 3 E & E 18.6' VAC OAK STREET

COMMON ADDRESS: 902 East Marion Street

which real estate is now classified as R-1 Single Family Residential District and I-1 Light Industrial District shall hereafter be within and a part of that District known as R-1 Single Family Residential District 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 some industrial uses north of the property, but the neighborhood surrounding the property to the south, west, and east 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 industrial project, staff feels that the most desirable use for this property is its historical single-family use;

Proposed Ordinance No: 2014-15

Ordinance No: _____

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 industrial 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 industrial use, however, 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 _____, 2014, at _____ o'clock ___.M.

_____
Presiding Officer

ATTEST:

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

PRESENTED by me to the Mayor 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

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

Ref 14-11

Honorable Members of the Common Council
City of Mishawaka, Indiana

RE: Petition to Rezone 902 East Marion Street

Honorable Members:

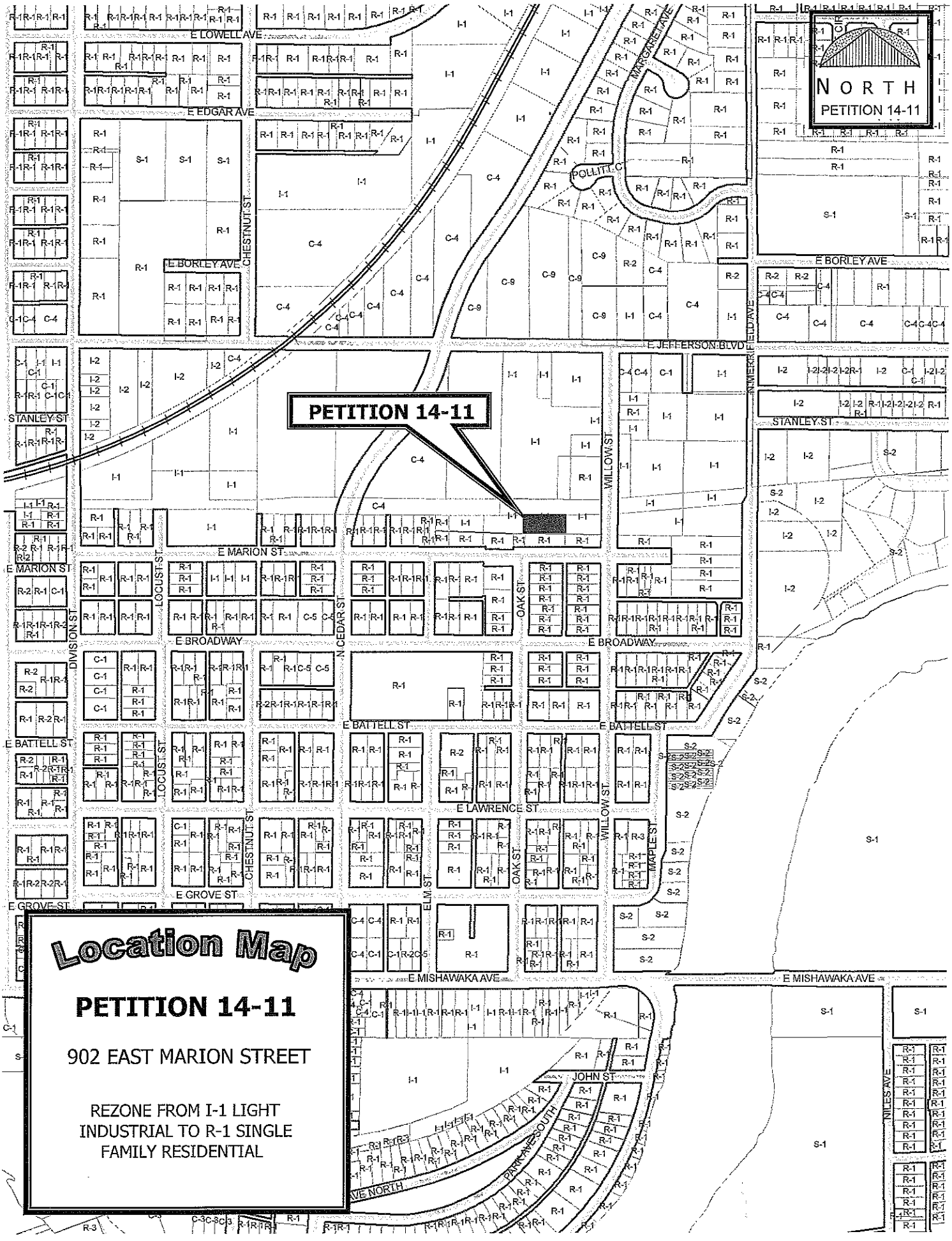
I respectfully request first and second readings of my request to rezone 902 East Marion Street at the July 21, 2014, meeting. I'm refinancing my home and cannot do so until the property has been rezoned.

Thank you for your consideration.

Sincerely,

William M. Wagner

Requesting
2nd Reading
at July 21st
meeting



Location Map

PETITION 14-11

902 EAST MARION STREET

REZONE FROM I-1 LIGHT INDUSTRIAL TO R-1 SINGLE FAMILY RESIDENTIAL

1st Reading 7-21-14
2nd Reading
Passed
Failed
Continued To

RECEIVED
DEBORAH S. BLOCK, MMC
JUL 17 2014
CITY CLERK
MISHAWAKA, IN

PROPOSED ORDINANCE NO. 2014-16

ORDINANCE NO._____

AN ORDINANCE AMENDING ORDINANCE NUMBER 5377 FIXING THE SALARIES OF ALL EMPLOYEES OF THE CITY OF MISHAWAKA EXCEPT THE MISHAWAKA PARK DEPARTMENT, ELECTED OFFICIALS AND THE MISHAWAKA UTILITIES FOR THE CITY OF MISHAWAKA, INDIANA, FOR THE YEARS BEGINNING JANUARY 1, 2013 AND JANUARY 1, 2014.

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

Section 1. Amending Section 8 of ordinance 5377 to add the following:

Section 2. The annual salaries of all employees of the City of Mishawaka (as amended) except the Mishawaka Park Department, Elected Officials and The Mishawaka Utilities for the year beginning January 1, 2014 and shall be payable in 26 bi-weekly pay periods commencing on January 3, 2014.

	2014	Bi-Weekly Salary Beginning August 4, 2014
Corporate Counsel/ Human Resources Director	$54,236.00	$2,086.00
1st Deputy City Attorney	49,500.00	1,903.85
2nd Deputy City Attorney	14,162.00	544.68

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

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

this _____ day of _____2014, at _____o'clock, p.m.

_____
Presiding Officer

ATTEST:

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

PRESENTED BY ME, to the Mayor 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

RESOLUTION 2014-14

WHEREAS, Mishawaka High School's phenomenal student Anna Rohrer capped off the 2014 season with an Undefeated Season in Track and Field in the 1600m and 3200m runs; and,

WHEREAS, Anna Rohrer, a National Honor Society Inductee in her Junior Year ranked in the Top Ten of her class and set records in the 1600m with a time of 4:55.66 and also the 3200m with a time of 10:14.43; and.

WHEREAS, Anna has shown her dedication, strength, and endurance and was named MVP of the Northern Indiana Conference, becoming Conference, Sectional and Regional Champion in the 1600m and 3200m; and

WHEREAS, Anna Rohrer went on to become State Champion in the 3200m with a State Record time of 10:14.43 which is the fastest 3200m ever ran by an Indiana High School Girl; and

WHEREAS, Anna has been named South Bend Tribune Female Athlete of the year for a second straight year; and

WHEREAS, Anna Rohrer is the New Balance National Champion in the 5000m in State Record time of 16:16.97; and

WHEREAS, Anna's time ranks 10th all-time in the United States for a High School Female in the 5000m and is the second best time ever recorded at the Championships. And;

WHEREAS, the outstanding season brings honor to Anna's team, her Coach Chris Kowalewski, the team managers, volunteers, Mishawaka High School, her family and to our Community; and such efforts and achievements deserve recognition and commendation from the City of Mishawaka:

NOW THEREFORE, Let it be known and Resolved by the City of Mishawaka's Common Council, Mayor and Clerk, that July 21, 2014 is hereby proclaimed

ANNA ROHRER DAY

in our community and we call upon all of our citizens to join us in saluting and congratulating this talented and truly remarkable young lady thanking her for her efforts on behalf of her school, the community and the citizens of Mishawaka, and the State of Indiana.

Dale "Woody" Emmons	Ron Banicki
Mike Bellovich	Dan Bilancio
John Reisdorf	S Michael Compton
Kate Voelker	John Roggeman
Matt Mammolenti, President	
Deborah S. Block, IAMC, MMC City Clerk	David A. Wood, Mayor

City of Mishawaka

RESOLUTION 2014-15

WHEREAS, Ashleigh McCloud is now known as the fastest Freshman in Indiana History in the 800 meter run, and

WHEREAS, Ashleigh so early in her career was Northern Indiana Conference Champion with a record time of 2.:14:99 in the 800 meter run, and

WHEREAS, Ashleigh McCloud went on to win Sectional Champion in the 800 meter run with a time of 2:16:91, and

WHEREAS, Ashleigh was named Regional Champion in the 800 meter with a time of 2:13:31. and

WHEREAS, Ashleigh McCloud brought home a State Championship in the 800 meter with a time of 2:11:32, and

WHEREAS, the outstanding season brings honor to Ashleigh McCloud her team, her Coach John Fletcher, Penn High School, her family and to our Community; and such efforts and achievements deserve recognition and commendation from the City of Mishawaka:

NOW THEREFORE, Let it be known and Resolved by the City of Mishawaka's Common Council, Mayor and Clerk, that July 21, 2014 is hereby proclaimed

ASHLEIGH MC CLOUD DAY

in our community and we call upon all of our citizens to join us in saluting and congratulating this talented and truly remarkable young lady thanking her for her efforts on behalf of her school, the community and the citizens of Mishawaka, and the State of Indiana.

Dale "Woody" Emmons

Ron Banicki

Mike Bellovich

Dan Bilancio

John Reisdorf

S Michael Compton

Kate Voelker

John Roggeman

Matt Mammolenti, President

Deborah S. Block, IAMC, MMC City Clerk

David A. Wood, Mayor

RECEIVED
DEBORAH S. BLOCK, MMC

JUL 17 2014

CITY CLERK
MISHAWAKA, IN

RESOLUTION NO. 2014-16

RESOLUTION OF THE MISHAWAKA COMMON COUNCIL APPROVING AN INTERLOCAL AGREEMENT FOR THE ELIMINATION, REORGANIZATION, AND CONSOLIDATION OF PUBLIC SAFETY ANSWERING POINTS IN ST. JOSEPH COUNTY, INDIANA, AND ALL MATTERS RELATED THEREFORE

WHEREAS, each of four local governmental units in St. Joseph County, Indiana (the "County"), namely, (i) the County; (ii) the City of South Bend, Indiana ("South Bend"), (iii) the City of Mishawaka, Indiana ("Mishawaka"), and (iv) the Clay Fire Territory (the "Territory", and together with the County, South Bend and Mishawaka, the "Parties") currently operate a Public Safety Answering Point ("PSAP") for dispatching fire, ambulance and law enforcement services;

WHEREAS, pursuant to IND. CODE § 36-8-16.7-47(e), each PSAP operator in the County is to enter into an interlocal agreement under IND. CODE § 36-1-7 with every other PSAP operator in the county to ensure that the county does not contain more than the number of PSAPs authorized by IND. CODE § 36-8-16.7-47(c) after December 31, 2014;

WHEREAS, Ordinance 79-13 (the "Ordinance"), passed by the St. Joseph County Council (the "County Council") on January 14, 2014 and approved by the Board of Commissioners of the County of St. Joseph, Indiana (the "County Commissioners") on January 15, 2014, established the Public Safety Communications Consortium of St. Joseph County, Indiana;

WHEREAS, the Ordinance established a Public Safety Communications Executive Board (the "Executive Board") for the purpose, among other things, of making recommendations regarding the implementation of a consolidated dispatch function for the County;

WHEREAS, on July 21, 2014, the Executive Board by resolution (i) deemed it to be advisable, and in the best interests of each of the Parties to enter into a proposed form of an Interlocal Agreement for the Elimination, Reorganization, and Consolidation of Public Safety Answering Points in St. Joseph County, Indiana (the "Interlocal Agreement") among the Parties pursuant to IND. CODE § 36-1-7; (ii) approved the Interlocal Agreement; (iii) and recommended to the County Council, the County Commissioners, the South Bend Common Council, the Mishawaka Common Council, and the Board of the Clay Fire Territory that each of such bodies approve the execution and delivery of the Interlocal Agreement by each of the Parties; and

WHEREAS, there has been presented to this meeting a copy of the proposed form the Interlocal Agreement, and the members of the Mishawaka Common Council have reviewed the proposed Interlocal Agreement and deem it advisable and in the best interest of Mishawaka for Mishawaka to enter into the Interlocal Agreement:

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

SECTION 1. Approval of Interlocal Agreement. The Mishawaka Common Council hereby deems it advisable and in the best interest of Mishawaka for Mishawaka to enter into the Interlocal Agreement. The substantially final form of Interlocal

Agreement presented to this meeting, and incorporated herein by reference, is hereby approved by the Mishawaka Common Council. The Mayor and City Clerk are hereby authorized and directed, for and on behalf of Mishawaka, to execute and deliver the Interlocal Agreement and to approve any changes in the form or substance of the Interlocal Agreement, such approval to be conclusively evidenced by its execution by the Mayor and City Clerk.

SECTION 2. No Conflict. All ordinances, resolutions, and orders or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed.

SECTION 3. Effectiveness. This Resolution shall be in full force and effect from and after its passage by the Mishawaka Common Council and approval by the Mayor.

PASSED, by the Common Council of the City of Mishawaka, Indiana, this ___ day of _____, 2014.

_____
Presiding Officer

ATTEST:

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

PRESENTED by me to the Mayor this _____ day of _____, 2014.

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

APPROVED by me this ___ day of _____, 2014, at _____ o'clock ___.M.

_____
David A. Wood, Mayor

Interlocal Agreement for the Elimination, Reorganization, and Consolidation of Public Safety Answering Points in St. Joseph County, Indiana

This Interlocal Agreement ("Agreement") is made as of the _____ day of _____, 2014, by and among the Board of Commissioners of St. Joseph County, Indiana ("County"), the City of South Bend, Indiana ("South Bend"), the City of Mishawaka, Indiana ("Mishawaka"), and the Clay Fire Territory ("Territory") (each individually a "Party" and collectively, the "Parties") and is made pursuant to IND. CODE § 36-1-7.

Article I. Purpose of Agreement

Section 1.01 Purpose. Pursuant to IND. CODE § 36-8-16.7-47(e), each Public Safety Answering Point ("PSAP" or "PSAPs") operator in St. Joseph County, Indiana shall enter into an interlocal agreement under IND. CODE § 36-1-7 with every other PSAP operator in the county to ensure that the county does not contain more than the number of PSAPs authorized by IND. CODE § 36-8-16.7-47(c) after December 31, 2014.

Article II. Duration of Agreement

Section 2.01 Duration. This Agreement shall remain in effect so long as IND. CODE § 36-8-16.7-47 limits the number of PSAPs in St. Joseph County, Indiana. Should the Indiana General Assembly amend or modify IND. CODE § 36-8-16.7-47, and in the event a Party desires to withdraw from this Agreement pursuant to such amendment or modification, said Party must give twelve (12) months advance written notice to the other Parties and the withdrawal shall take effect only as of the beginning of the succeeding fiscal year of the County, unless otherwise agreed between Parties.

Article III. Administration Plan

Section 3.01 Public Safety Communications Consortium of St. Joseph County, Indiana. Ordinance 79-13 (the "Ordinance"), passed by the St. Joseph County Council on January 14, 2014 and approved by the Board of Commissioners of the County of St. Joseph, Indiana on January 15, 2014, established the Public Safety Communications Consortium of St. Joseph County, Indiana (the "Consortium"). Parties agree that the governance and administration of all PSAPs in St. Joseph County, Indiana shall be under the control and authority of the Consortium, acting by and through the County, and actions of the Executive Board (defined below) provided for herein shall be presented to the County for consideration.

Section 3.02 Consortium Governance. The governance and powers of the Consortium, its Executive Board (the "Executive Board"), its Operations Board (the "Operations Board"), and its Executive Director (the "Executive Director") are those enumerated in the Ordinance, attached as Exhibit A.

Article IV. Consolidation Plan

Section 4.01 Transition Planning. The Parties agree to use best reasonable efforts to cooperate in the many complex aspects of transitioning to a consolidated county-wide

PSAP (the "Consolidated Dispatch Center"). Transition elements include, but are not limited to, the following:

(a) The enactment of a formal transition plan, including processes for the elimination, reorganization, and consolidation of PSAPs in St. Joseph County, Indiana, which is attached as Exhibit B.

(b) The execution of a formal lease agreement between the County and South Bend for the possession and use of space and resources at the City of South Bend Police Department, substantially in the form attached as Exhibit C.

(c) The Consortium will establish a transitional budget and be responsible for paying transitional expenses, including, but not limited to, an Executive Director and other staff positions, technology costs, construction costs, and professional fees. The County will use its own available fund balances to pay for transitional expenses conditioned on the Parties' agreement to reimburse the County from the St. Joseph County Dispatch Center Operating Fund (as defined in Section 5.07(b)) or available Bond proceeds (as defined in Section 4.02).

(d) All reasonable attempts shall be made by the Consortium, on behalf of the County, to hire an Executive Director prior to the complete consolidation of PSAPs in St. Joseph County, Indiana.

Section 4.02 Consolidated Dispatch Center. The Parties agree to jointly finance the acquisition, construction, demolition, renovation, improvement, excavation, and equipping projects necessary (i) to build the Consolidated Dispatch Center as defined by the Ordinance (collectively, the "Dispatch Center Project"), and (ii) to complete the South Bend Emergency Communication Center, as contemplated in the Transition Plan set forth at Exhibit B. The Parties agree and acknowledge that the financing of the Dispatch Center Project and the South Bend Emergency Communication Center shall be completed through the issuance of bonds by the County (the "Bonds"), the security for which shall be County Economic Development Income Taxes ("CEDIT") levied and collected pursuant to IND. CODE § 6-3.5-7. South Bend and Mishawaka will transfer an irrevocable portion of each City's distributive share of CEDIT to the County, pursuant to IND. CODE § 6-3.5-7-15, in such amounts as necessary so that the annual debt service payment for the Bonds shall be paid for by the Parties in the following percentages: South Bend - 29.03%, Mishawaka - 17.34% and the County - 53.62%. This Agreement may not be terminated by any Party until the Bonds are fully retired.

Article V. Funding Plan

Section 5.01 Assessments; General. The Parties have an obligation to fund the operating costs, including an allowance for the replacement of capital, of the Consortium as follows:

(a) Operating Assessments and Capital Replacement Assessments shall be paid by the 5th day of every month.

(b) Parties agree that for the first five years of this Agreement, the process to establish assessments shall be in accordance with the formulas herein.

(c) Within 90 days following the fourth anniversary of this Agreement the Executive Board of the Consortium shall determine if the process for establishing assessments shall be reviewed or extended for a term to be decided by the Executive Board of the Consortium. An assessment review process shall be repeated every five years during the term of this agreement.

(d) If the process for establishing assessments is modified, the modification cannot result in an increase to the total assessment of any Party greater than twenty percent (20.00%) of what the assessment would have been if the process was not modified.

(e) The Parties agree that, pursuant to IND. CODE § 36-1-7-16(b), the Assessments imposed under this Agreement provide for equitable taxation and that there shall be no decreases by the Department of Local Government Finance to any Party's maximum permissible property tax levies, maximum permissible property tax rates, or budgets.

(f) Prior to the fourth anniversary of this Agreement, and upon the recommendation of the Executive Board, the Parties agree to conduct a feasibility study examining the ability to form a special taxing district with the ability to fund the purposes of this Agreement.

Section 5.02 Assessments; Operating. Operating Assessments shall provide funding for the Consortium's day-to-day operating and maintenance obligations as follows:

(a) Operating Assessments for the first year shall be established in accordance with Exhibit D attached hereto and made a part of this Agreement.

(b) Operating Assessments for each subsequent year shall be calculated and adopted by the Executive Board of the Consortium following the schedule established for adoption of its annual operating budget.

(c) The formula provided for in Exhibit D shall be used for establishing each Operating Assessment. Revenues used in the calculation shall reflect the most recent twelve months of revenues deposited in both the St. Joseph County 911 Fund and the St. Joseph County Dispatch Center Operating Fund, at the time the Operating Assessment is calculated, unless the Executive Director of the Consortium advises and the Executive Board of the Consortium accepts an alternative number.

(d) The allocation factors calculated on Exhibit E shall be updated annually using the most recent data available. The Executive Director of the Consortium shall provide the Executive Board of the Consortium a monthly report on call volumes in a format that illustrates trends in call volume and provides notice of potential shifts in allocation percentages in Operating Assessments among the Parties.

Section 5.03 Assessments; Capital Replacement. Capital Replacement Assessments shall provide funding as follows:

(a) For the payment of the Consortium's capital requirements as established by the Five-Year Capital Replacement Plan as shown on Exhibit F, which shall be updated annually.

(b) Capital Replacement Assessments for the 2015 fiscal year shall be established in accordance with Exhibit G. Capital Replacement Assessments for each subsequent year shall be calculated and adopted by the Executive Board of the Consortium.

Section 5.04 Assessments; Payments. Each Party shall make payment on their Operating Assessments and Capital Replacement Assessments to the St. Joseph County Auditor for deposit to the appropriate fund and such Assessments may be paid from any funds the Party shall choose for payment.

Section 5.05 Assessments; Appeals. A Party may only appeal an Operating Assessment or Capital Replacement Assessment if they believe the Assessment was incorrectly calculated due to failure to follow the processes established by Exhibit D, Exhibit E, Exhibit F and Exhibit G. The Appeals Process shall consist of an independent third party, selected by the Executive Board of the Consortium, verifying the accuracy of the Assessment Calculation. If the recalculation of an Assessment results in a modification less than two percent (2.00%), the cost of the third party verification shall be paid by the Party requesting the calculation. Otherwise, the expense shall be funded from the Annual Operating Budget.

Section 5.06 Assessments; Intercept. The Parties acknowledge the financial exposure assumed by the County in this Agreement. In recognition thereof, Assessments not received in accordance with the schedule described in this Agreement shall be satisfied using an intercept process consisting of:

(a) The County Auditor notifying the Controller of the delinquent Party of the delinquency. The notification shall be in writing and provide five (5) days to settle the Assessment.

(b) Assessments not received within five (5) days of the written notifications shall be satisfied by the County Auditor withholding an equivalent amount of CEDIT revenues from the next monthly CEDIT distribution due to the delinquent Party, and transferring that withheld amount to the proper Fund(s).

Section 5.07 Establishment of Funds. The Parties accept the continuance and/or establishment of the following funds (the "Funds") and direct the County to take whatever actions it requires to establish and manage the same Funds for the County's records and accounts:

(a) St. Joseph County 911 Fund – The St. Joseph County 911 Fund is continued for the purposes described herein and shall receive distributions from the Indiana

Statewide 911 Board pursuant to IND. CODE § 36-8-16.7, including all interest or investment income earned thereon. The St. Joseph County 911 Fund shall retain all amounts previously received by the County from the Indiana Statewide 911 Board as of the date of this Agreement.

(b) St. Joseph County Dispatch Center Operating Fund – The St. Joseph County Dispatch Center Operating Fund is established and shall receive all Operating Assessments contributed by each Party, interest or investment income earned thereon, and all other miscellaneous revenues.

(c) Capital Replacement Fund – Capital Assessments contributed by the Parties shall be deposited into the Capital Replacement Fund along with any interest earnings from invested Capital Replacement Fund balances. The balances held in the Capital Replacement Fund shall be used to purchase capital equipment used at the Consolidated Dispatch Center in accordance with the Five Year Capital Replacement Plan that is prepared annually by the Executive Director of the Consortium and approved by the Executive Board of the Consortium. The Executive Board of the Consortium, with the approval of the County, may elect to transfer funds from the Capital Replacement Fund to the St. Joseph County 911 Fund or the St. Joseph County Dispatch Center Operating Fund.

(d) The County Treasurer shall oversee the investment of the Funds based upon directions provided by the Executive Director of the Consortium.

(e) Funds currently on hand in the County's Emergency Telephone System Fund shall be retained in such fund until such time as the Executive Board of the Consortium, with the approval of the County, shall direct that such funds be deposited in one of the Funds set forth above and used for the purposes set forth in this Agreement.

Section 5.08 Minimum Fund Balances. The Parties establish the following Minimum Fund Balances and direct the County to take whatever actions required to establish the same Minimum Fund Balance requirements for their records and accounts:

(a) Operating Funds – The combined aggregate totals of the St. Joseph County 911 Fund and the St. Joseph County Dispatch Center Operating Fund shall maintain a minimum balance equal to fifty percent (50.00%) of the current year's annual operating budget.

(b) Capital Replacement Fund - The Capital Replacement Fund shall maintain a minimum balance equal to the scheduled capital expenditures reflected in the five year capital improvement plan. Balances in the Capital Replacement Fund can be transferred to the St. Joseph County Dispatch Center Operating Fund for the payment of operating expenses with the approval of the Executive Board of the Consortium.

Article VI. Budgeting Plan

Section 6.01 Annual Budget. Parties accept the 2015 Annual Operating Budget as presented in Exhibit H, attached and made part of this Agreement. For subsequent years, the Executive Director of the Consortium shall prepare an annual operating budget as follows:

(a) The draft operating budget will be prepared by May 31st of each year substantially in the format presented in Exhibit H;

(b) The proposed annual operating budget shall be reviewed and adopted by the Executive Board of the Consortium no later than June 30th of each year; and

(c) The proposed annual operating budget shall thereafter be reviewed and adopted by the County as part of the County's annual budgeting process.

Section 6.02 Budget Amendment. Once an annual operating budget has been adopted by the Executive Board of the Consortium it may be amended as follows:

(a) If an amendment does not increase the total annual expenditures established by an approved budget, a modification may be made by the Executive Director of the Consortium; or

(b) If an amendment requires the amount approved for the annual budget to be increased, then Executive Board of the Consortium must approve the increase before it may become effective. The Executive Board of the Consortium shall decide if the increase shall be funded from cash balances or from an additional assessment contributed by the Parties. The timing of any amendments shall be completed on a schedule that allows the County to make any corresponding adjustments to its budget in compliance with Department of Local Government Finance ("DLGF") requirements.

Section 6.03 Budget Reports and Review. The Executive Director of the Consortium shall prepare a monthly financial report for the Executive Board of the Consortium that provides a comparison of Month-to-Date and Year-to-Date financial results, both budgeted and actual. At the end of each calendar year the Executive Board of the Consortium shall review actual financial results and provide copies to the Parties.

Article VII. Staffing Plan

Section 7.01 Staffing. The County agrees to hire, supervise, pay and discharge all employees as may be required in the management, operation, and development of this Agreement and its purposes. All employees utilized by the Consortium, unless otherwise noted herein, shall formally be employees of the County. Employment with the County shall be "At Will", and nothing set forth in this Agreement is intended to modify the at-will status of such employment. The County shall comply with all applicable federal, state and local laws, ordinances and regulations pertaining to all employees. The St. Joseph County 911 Fund and the St. Joseph County Dispatch Center Operating Fund shall be the only sources of funds for any employment salaries and benefits provided to the Consolidated Dispatch Center employees and personnel, including health insurance benefits.

Section 7.02 Minimum Employment Qualifications and Personnel Policy. The County will develop job descriptions for the positions needed to staff the Consolidated Dispatch

Center. These job descriptions shall be used by the Executive Director in reviewing applications and making staffing recommendations to the County. All staffing decisions shall be in conformity with the employment policies of St. Joseph County as set forth in the St. Joseph County Human Resources Policies and Benefits Manual, Handbook, as amended from time to time.

Section 7.03 Hiring Strategy. Recognizing the value of experienced employees, the County shall seek to identify qualified employees currently holding PSAP positions with the Parties to this Agreement. The County shall use reasonable efforts to pay employees at the pay rate equal to the pay rate effective for these positions as of December 31, 2013. For the purposes of granting employment benefits to employees previously employed by the Parties to this Agreement, the County shall, to the extent permitted by law, recognize the seniority of such employees based on continuous, prior service at the time such employees are hired by the County. Except for the position of Executive Director, the County shall seek applications only from the pool of current employees of the various PSAPs operated by the Parties to this Agreement, for a period of time through and including August 30, 2014. After August 30, 2014, the County may seek additional applicants if it is unable to fully staff the Consolidated Dispatch Center operations based on the pool of current employees.

Section 7.04 Hiring Processes. On or before August 15, 2014, the County will provide applications for employment to current employees at the various PSAPs operated by the Parties to this Agreement. Application packages will include consents to be signed by the applicants granting the County permission to obtain background information, including criminal and personnel information. Factors included in evaluating employees shall include length of experience, training, certifications, education, references, attendance, discipline record, job performance evaluations, and other relevant, lawful, factors. If approved for hiring by the County, conditional offers shall be made no later than October 30, 2014, to those employees applying before September 30, 2014. All conditional offers shall be subject to successful drug screening. The County also reserves the right to condition offers on fitness for duty exams, should there be a lawful reason for doing so.

Section 7.05 Cessation Processes. Upon the cessation of PSAP operations and termination of employment, any amount owed to terminated employees of the respective Parties to this Agreement for unused vacation, personal days, or other compensable benefit, shall be paid by the respective Party, and not the County. The Parties also recognize that not all current employees satisfy the job description requirements for all positions, and there are currently more employees qualified for entry level positions, and an insufficient number of employees qualified for higher level positions. All Parties to this Agreement will endeavor to provide training necessary, at each individual Party's expense, to increase the qualification level of current employees.

Article VIII. Operations Plan

Section 8.01 911 Call-Receiving and Dispatching Protocols. Calls will be processed on two tier level (stage two dispatching): call-takers and dispatchers. When an emergency call is received, the call taker will obtain detailed call information (utilizing

nationally recognized protocols) and enter that call into the computer-aided dispatch system (CAD). In turn, the CAD system routes the call to the proper dispatcher. Dispatchers will be designated and trained for police or fire/emergency medical services. Call will be routed to the properly designated dispatching entity.

Article IX. Amendment

Section 9.01 Amendment. The Parties, by mutual agreement in writing, may amend, modify and supplement this Agreement. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

Article X. General Provisions

Section 10.01 Assignment. No Party may assign this agreement or any of its rights, interests, obligations or duties hereunder, whether by operation of law or otherwise, without the express written consent of all Parties to this Agreement.

Section 10.02 Entire Agreement. This document, including its attachments, addendums, and amendments, encompasses the entire Agreement of the Parties. No understanding or addition to this Agreement shall be effective unless made in writing and signed by the Parties in accordance herewith.

Section 10.03 Severability. Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect, and shall not render any other section herein, nor this Agreement as whole, invalid. Those rights, interests, obligations, and duties hereunder, which by their nature should survive, shall remain in effect after termination, suspension, or expiration hereof.

Section 10.04 Counterparts. This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same Agreement.

Section 10.05 Admission of Other Jurisdictions. Additional jurisdictions may become participants by written addendum to this Agreement, with the approval of the majority of participatory Parties to this Agreement.

Section 10.06 Effective Date. This Agreement is effective when a fully executed copy is recorded with the St. Joseph County Recorder pursuant to IND. CODE § 36-1-7-6. No later than sixty (60) days after its effective date, this Agreement must be filed with the State Board of Accounts and the Statewide 911 Board.

Article XI. Termination and Dissolution

Section 11.01 Termination. If any Party should breach or terminate this Agreement, said Party shall be wholly liable for any foregone fees or penalties imposed by the Statewide 911 Board and shall indemnify all other Parties against such losses, including court costs, attorneys' fees, and any other expenses incurred to enforce this provision. Any terminating Party remains liable for all continuing financial obligations of the Bonds as provided for in Section 4.02 of this Agreement. Termination of this Agreement requires the exiting Party or Parties to resume providing PSAP services that were in effect prior to the execution of this Agreement.

Section 11.02 Property Disposal. All assets and funds of the Consortium shall be purchased or procured in the County's name and shall remain the property of the County throughout the duration of this Agreement. The purchase and maintenance of all equipment necessary to receive calls, radio transmissions, and data including, but not limited to, radios, air cards, hardware, or software, shall be procured individually by the Parties and will remain the property of the individual Parties upon termination or completion of this Agreement. The Parties may engage in cooperative purchasing activities so long as the ownership interests in said purchases are expressly defined in writing. In the event of termination of this Agreement, the County shall, after paying or making provision for the payment of all Consolidated Dispatch Center liabilities, transfer a percentage interest in all Consolidated Dispatch Center assets, including the St. Joseph County Dispatch Center Operating Fund and the Capital Replacement Fund, but excluding the St. Joseph County 911 Fund, to South Bend and Mishawaka in the same percentages as provided for debt service payments on the Bonds as set forth in Section 4.02

ST. JOSEPH COUNTY, INDIANA

_____
Andrew T. Kostielney, President of the Board of Commissioners

_____
Marsha G. McClure, Vice President of the Board of Commissioners

_____
Dave Thomas, Member
Board of Commissioners

ATTEST:

_____
Peter H. Mullen, Auditor

CITY OF MISHAWAKA, INDIANA

_____
David A. Wood, Mayor

ATTEST:

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

CITY OF SOUTH BEND, INDIANA

_____
Mark W. Neal, Deputy Mayor

ATTEST:

_____
John Voorde, City Clerk

CLAY FIRE TERRITORY

By:_____
Printed:_____
Its:_____

EXHIBIT A

Ordinance Establishing the Public Safety Communications Consortium of St. Joseph County, Indiana

Bill No. 81-13 ORDINANCE- 79-13

ORDINANCE ESTABLISHING THE PUBLIC SAFETY COMMUNICATIONS CONSORTIUM OF ST. JOSEPH COUNTY

WHEREAS, each of four local government units in St. Joseph County operates a Public Safety Answering Point ("PSAP") for dispatching fire, ambulance and law enforcement services;

WHEREAS, state law requires the consolidation of PSAPs by December 31, 2014;

WHEREAS, while many public safety agencies in St. Joseph County communicate primarily on an 800 MHz analog communication system, other public safety agencies operate primarily on different radio systems hindering their ability to interoperate easily with each other when needed; and

WHEREAS, consolidating the dispatch function and developing an interoperable public safety communications system will increase the safety of residents and public safety personnel of St. Joseph County;

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

SECTION 1. PURPOSE

(a) The Public Safety Communications Consortium of St. Joseph County is established for the purpose of promoting the efficient use of public safety agency resources through improved coordination and cooperation to enhance the safety of St. Joseph County residents using a consolidated dispatch function and interoperable voice and data communications system. It is comprised of St. Joseph County and the municipalities of St. Joseph County that have public safety agencies.

(b) The Public Safety Communications Executive Board and Public Safety Communications Operations Board are created to govern the Consortium.

SECTION 2. DEFINITIONS

The following definitions apply throughout this ordinance:

(1) "Consortium" refers to the Public Safety Communications Consortium of St. Joseph County.

(2) "County Commissioners" refers to the St. Joseph County Board of Commissioners.

(3) "Consolidated dispatch center" refers to one or two centers at which the consolidated dispatch function takes place.

(4) "Consolidated dispatch functions" refers to all of the functions involved with operating one or two consolidated dispatch centers, as determined by the Operations Board, including public safety call taking and dispatching of appropriate public safety responders that currently are performed at the four Public Safety Answering Points ("PSAPs") and any other function that is appropriate for accomplishing the Consortium's purposes.

(5) "Executive Board" refers to the Public Safety Communications Executive Board created in this ordinance.
(6) "Operations Board" refers to the Public Safety Communications Operations Board created in this ordinance.
(7) "Interoperable communications system" means a system that enables public safety units from two or more agencies to communicate with each other via voice or data communications, including video communications, when and where needed.
(8) "Municipality" means a city or town.
(9) "Non-public safety agency" means an entity that is not a public safety agency such as a school district, a department of public works, department of transportation or utility.
(10) "Public safety agency" means a federal, state, or local governmental entity eligible to hold an authorization in a public safety radio service as set forth in 47 CFR 90 et seq.
(11) "System" refers to the interoperable communications system.

SECTION 3 EXECUTIVE BOARD COMPOSITION

(a) The Executive Board ("Executive Board") is comprised of the following members:
(1) The President of the St. Joseph County Commissioners.
(2) The mayor of South Bend.
(3) The mayor of Mishawaka.
(b) Each member may select a designee in writing to represent the member.
(c) At the first meeting of the Executive Board of each calendar year, the members shall elect a president, vice president and secretary and such other officers that the Executive Board decides are necessary.
(d) Each member has one vote. Decisions require an affirmative vote by a majority of those present. A quorum to conduct business shall be at least two (2) members present.

SECTION 4 EXECUTIVE BOARD POWERS

The Executive Board may make recommendations to the County Commissioners regarding:
(1) Financing, purchasing and contracting for the implementation of a consolidated dispatch function that complies with state law and an interoperable communications System.
(2) Contracting with consultants including architects, engineers, attorneys, auditors and others to assist in the financing, planning, development and implementation of the consolidated dispatch function and System.
(3) Acquiring personal or real property, or any interest in it, by lease or conveyance.
(4) Owning, improving and constructing facilities on real property.
(5) Conveying, leasing, mortgaging or otherwise disposing of or encumbering personal or real property or interests therein or facilities on it.
(6) Assessing charges for using the consolidated dispatch center or System.

(7) Entering into and performing use and occupancy agreements concerning the consolidated dispatch function and System.
(8) Accepting revenue from fees, gifts, devises, bequests, grants, loans, appropriations, revenue sharing, other financing, and any other aid from any source. The Commission shall turn all revenue received over to the fiscal officer the County Commissioners designate.
(9) Any other non-operations power needed to carry out the Consortium's purposes.

SECTION 5 COMPOSITION OF THE OPERATIONS BOARD

(a) The Operations Board is comprised of the following members:
(1) The chief of the South Bend Police Department.
(2) The chief of the Mishawaka Police Department.
(3) The town marshal representing all the town marshals of St. Joseph County.
(4) St. Joseph County Sheriff
(5) The chief of the South Bend Fire Department.
(6) The chief of the Mishawaka Fire Department.
(7) The chief of the Clay Township Fire Department, who also represents the interests of all the township fire departments.
(8) St. Joseph County Emergency Management Director (non-voting advisor).

(b) The persons described in subsections (a)(1), (a)(2), (a)(4), (a)(5), (a)(6) (a)(7) and (a)(8) serve by virtue of their offices. The person described in subsection (a)(3) is selected by a vote from the town marshals of the County present at a meeting called for that purpose, serves a term of two years and may be reappointed.

(c) Each member may select a designee in writing to represent the member.

(d) At the first meeting of each calendar year of the Operations Board ("Operations Board"), the members shall elect a president, vice president and secretary and such other officers that the Operations Board decides are necessary.

(e) Each member has one vote. Decisions require an affirmative vote by a majority of those present. A quorum to conduct business shall be at least five (5) members present.

SECTION 6 OPERATIONS BOARD POWERS

(a) The Operations Board powers include:
(1) Operating and maintaining the consolidated dispatch function and System including: frequency planning, managing the licensing of frequencies with the Federal Communications Commission and anything else needed for the proper functioning of the consolidated dispatch center or System.
(2) Developing means of sharing information operationally and technologically to improve public safety.
(3) Developing a personnel system for employees of the Consortium including staffing, salary, benefits and standards for hiring, and disciplining employees.
(4) Establishing standard operating procedures.
(5) Hiring and firing staff including the executive director, who serves at the pleasure of the Operations Board.
(6) Making recommendations to the Executive Board regarding the Executive Board's powers set out in subsections (1) through (7) and (9) of Section 4.

(b) The Operations Board may allow non-public safety agencies to use the consolidated dispatch center and/or System if allowing this will not adversely impact public safety.

(c) The Operations Board may create subcommittees to assist it in carrying out its purposes.

SECTION 7 USER AGREEMENTS

Any public safety agency or non-public safety agency that wants to use the consolidated dispatch center and/or System must enter into a user agreement with the Commission. The commission shall develop criteria for determining whether a public safety agency or other entity may use the System.

Rafael Morton

Member, St./Joseph County Council

FILED
NOV 05 2013
AUDITOR
ST. JOSEPH COUNTY INDIANA

1st READING 11-12-13
PUBLIC HEARING 1-14-14
2nd READING
NOT APPROVED
REFERRED H/S/CJ
PASSED 8-0
Absent Chanzarae

FILED
NOV 05 2013
COUNTY COUNCIL
ST. JOSEPH COUNTY INDIANA

Bill No. 81-13

AMENDMENT NO. _____

ORDINANCE NO. 7013

ORDINANCE ESTABLISHING THE PUBLIC SAFETY COMMUNICATIONS CONSORTIUM OF ST. JOSEPH COUNTY

This bill came before the St. Joseph County Council the 14 th day of January, 2014 and was voted to duly pass/not to pass, this Ordinance.

Rafael Morton
President, County Council

VOTES

YES 8

NO 0

Absent Catanzarite

ATTEST:

Auditor, St. Joseph County

Presented by me to the Board of Commissioners of the County of St. Joseph, Indiana, this 15 th day of January, 2014, at the hour of 12 o'clock P M.

This Ordinance approved and signed by the Board of County Commissioners of St. Joseph County, Indiana, on the 21 th day of January, 2014 at the hour of 10:00 o'clock A. M.

President, County Commissioners

Vice President, County Commissioners

Member, County Commissioners

EXHIBIT B

Transition Plan

EXHIBIT B

Transition Plan for the Elimination, Reorganization, and Consolidation of Public Safety Answering Points in St. Joseph County, Indiana

I. **Pre-Consolidation Assessment.** As of the date of execution of the Interlocal Agreement ("Agreement"), by and among the Board of Commissioners of St. Joseph County, Indiana ("County"), the City of South Bend, Indiana ("South Bend"), the City of Mishawaka, Indiana ("Mishawaka"), and the Clay Fire Territory ("Territory"), the geographical boundaries of St. Joseph County, Indiana contains four (4) Public Safety Answering Points ("PSAP"):

A. St. Joseph County Sheriff PSAP ("County PSAP") located at 4817 Lincoln Way West, South Bend, Indiana 46628;

B. City of South Bend Police Department PSAP ("South Bend PSAP") located at 701 Sample Street, South Bend, Indiana 46601;

C. City of Mishawaka Police Department PSAP ("Mishawaka PSAP") located at 200 North Church Street, Mishawaka, Indiana 46544; and

D. Clay Fire Territory PSAP ("Clay Fire PSAP") located at 18355 Auten Road, South Bend, Indiana 46637.

II. **Initial Consolidation.** On or before December 31, 2014, the geographical boundaries of St. Joseph County, Indiana shall contain no more than two (2) PSAPs. The Parties to the Agreement shall use best reasonable efforts to implement consolidation as follows:

A. On or before August 15, 2014, the County shall enter into a lease agreement with South Bend, substantially in the form of the lease agreement attached as Exhibit C to the Agreement, for the utilization of space currently operating as the South Bend PSAP;

B. On or before August 18, 2014, the County shall award a construction contract for the renovation of the South Bend PSAP for the purpose of consolidating the County PSAP and the Clay Fire PSAP into a single building with the South Bend PSAP (collectively, the "South Bend Emergency Communications Center") to be located at 701 Sample Street, South Bend, Indiana 46601;

C. On or before October 17, 2014, renovations at the South Bend Emergency Communications Center shall be substantially complete;

D. On or before October 31, 2014, all call relaying and dispatching equipment of the South Bend Police Department shall be fully installed and in use at the South Bend Emergency Communications Center;

E. On or before November 12, 2014, all call relaying and dispatching equipment of the St. Joseph County Sheriff shall be fully installed and ready for use at the South Bend Emergency Communications Center;

F. On or before November 21, 2014, all call relaying and dispatching equipment of the Clay Fire PSAP shall be fully installed and ready for use at the South Bend Emergency Communications Center;

G. On or before November 27, 2014, all incoming calls and requests for emergency assistance shall be redirected from the County PSAP to the South Bend Emergency Communications Center (i.e., calls shall cease being directed to the County PSAP);

H. On or before December 6, 2014, all incoming calls and requests for emergency assistance shall be redirected from the Clay Fire PSAP to the South Bend Emergency Communications Center (i.e., calls shall cease being directed to the Clay Fire PSAP); and

I. On or before December 31, 2014, the County shall take complete operational and managerial control of the South Bend Emergency Communications Center, acting by and through the Public Safety Communications Consortium of St. Joseph County, Indiana, as established by County Ordinance 79-13 (adopted on January 14, 2014) and approved by the Agreement.

III. **Comprehensive Consolidation.** Concurrent with the renovation of the South Bend Emergency Communications Center and the relocation of PSAPs thereto, the Parties to this Agreement have agreed to finance the acquisition, construction, renovation, installation, and equipping of a unified county-wide PSAP. The Parties to the Agreement shall use best reasonable efforts to implement full and comprehensive consolidation as follows:

A. On or before October 31, 2014, the County shall award a construction contract for the construction and equipping of a new county-wide PSAP facility in St. Joseph County, Indiana (the "Primary PSAP") to be located on Downey Avenue in Mishawaka, Indiana;

B. On or before June 26, 2015, construction of the Primary PSAP shall be substantially complete;

C. On or before August 31, 2015, all call taking, call relaying, and dispatching equipment of the Mishawaka PSAP shall be fully installed and in use at the Primary PSAP and all incoming calls and requests for emergency assistance shall be redirected from the Mishawaka PSAP to the Primary PSAP (i.e., calls shall cease being directed to the Mishawaka PSAP); and

D. On or before September 30, 2015, all operations of the South Bend Emergency Communications Center shall be fully and completely transferred to the Primary PSAP with the South Bend Emergency Communications Center serving as a backup to the Primary PSAP (collectively, the "Consolidated Dispatch Center").

EXHIBIT C

Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made this _____ day of _____, 2014, by and between CITY OF SOUTH BEND, INDIANA, (hereinafter referred to as "Lessor"), and ST. JOSEPH COUNTY, INDIANA, acting for and on behalf the PUBLIC SAFETY COMMUNICATIONS CONSORTIUM OF ST. JOSEPH COUNTY, INDIANA, (hereinafter referred to as "Lessee");

RECITALS

A. Ordinance 79-13, passed by the St. Joseph County Council on January 14, 2014 and approved by the Board of Commissioners of the County of St. Joseph, Indiana on January 15, 2014, established the Public Safety Communications Consortium of St. Joseph County, Indiana (the "Consortium").

B. The Board of Commissioners of St. Joseph County, Indiana ("County"), the City of South Bend, Indiana ("South Bend"), the City of Mishawaka, Indiana ("Mishawaka"), and the Clay Fire Territory ("Territory") each serve as a Public Safety Answering Point ("PSAP") operator for one (1) of the four (4) PSAPs in the County.

C. Pursuant to Indiana Code 36-8-16.7-47(e), the Parties entered into an interlocal agreement ("Interlocal Agreement") under Indiana Code 36-1-7 with every other PSAP operator in the County to ensure that the County does not contain more than the number of PSAPs authorized by Indiana Code 36-8-16.7-47(c) after December 31, 2014.

D. As of the date of the execution of the Interlocal Agreement, the geographical boundaries contain four (4) PSAPs: (i) St. Joseph County Sheriff PSAP ("County PSAP"), (ii) City of South Bend Police Department PSAP ("South Bend PSAP"), (iii) City of Mishawaka Police Department PSAP ("Mishawaka PSAP"), and (iv) Clay Fire Territory PSAP ("Clay PSAP").

E. On or before December 31, 2014, the geographical boundaries of the County shall contain no more than two (2) PSAPs.

F. Pursuant to the Interlocal Agreement, the governance and administration of all PSAPs in the County shall be under the control and authority of the Consortium, acting by and through the County, and actions of the Consortium's Executive Board.

G. On or before August 1, 2014, the County, acting for and on behalf of the Consortium, desires to enter into a lease for the space in the City of South Bend Police Headquarters currently operating as the South Bend PSAP for the purpose of consolidating the County PSAP, the South Bend PSAP and the Clay PSAP into one PSAP to be temporarily located in such space.

H. To provide for such temporary location the County desires to renovate the South Bend PSAP facility, use the existing dispatching equipment located at the South Bend PSAP facility and fully install additional dispatching equipment to use in the South Bend PSAP.

I. Concurrent with the execution of this Lease, the South Bend desires to sell, assign, transfer and convey, through a Bill of Sale, to the County the existing dispatching equipment located at the South Bend PSAP facility for a purchase price equal to the equipment's depreciable value as set forth in said Bill of Sale.

J. The County desires to take complete operational and managerial control of the South Bend PSAP, acting by and through the Consortium.

K. Concurrent with the renovation of the South Bend PSAP and the relocation of the County PSAP and Clay PSAP thereto, the Consortium wishes to finance the acquisition, construction, renovation, installation, and equipping of a unified County-wide PSAP (the "Consolidated Dispatch Center").

L. On or before September 30, 2015, all operations of the County PSAP, South Bend PSAP, Clay PSAP and Mishawaka PSAP shall be fully and completely transferred to the Consolidated Dispatch Center and following such transfer, the South Bend PSAP shall serve as a backup to the Consolidated Dispatch Center.

WITNESSETH:

FOR AND IN CONSIDERATION of the full and faithful compliance by the parties hereto with each and all of the terms, covenants and conditions herein contained to be complied with by them, Lessor does hereby lease, let and demise unto Lessee approximately _____ square feet of office space within Lessor's City of South Bend Police Department located at 701 Sample Street, South Bend, Indiana, 46001 ("Premises") as shown on Exhibit A attached hereto and made a part hereof the police station upon the real estate described on Exhibit B attached hereto and made a part hereof, (hereinafter referred to as the "Building"), together with use of the parking area serving the Building. The Premises are leased by Lessor to Lessee subject to all applicable covenants, easements, conditions and restrictions of record, and subject to the provisions of all applicable building codes and zoning ordinances.

ARTICLE I
TERM

1.1 Term. The term of this lease, subject to all of the provisions and conditions herein contained, shall be for a period of _____ (__) years, commencing August 1, 2014 and ending July 31, 20__ (the "Term"), unless sooner terminated as provided herein.

ARTICLE II
USE AND OCCUPANCY

2.1 Use. Lessee covenants that the Premises shall be used as an active PSAP serving South Bend, the County and the Territory during the period commencing upon the relocation of the County PSAP and the Clay PSAP to the Premises. Upon consolidation of such PSAPs with the Mishawaka PSAP and the initiation of operations at the Consolidated Dispatch Center, the Premises shall thereafter be used as a backup PSAP facility to the Consolidated Dispatch Center to be used as the primary PSAP when necessary, and for such other purposes as may be incidental thereto, and for no other purpose without the prior written consent of Lessor.

2.2 Restrictions. Lessee shall not (a) commit or permit waste to the Premises, (b) permit or suffer any nuisance or hazardous, unsafe or unpleasant condition to exist in the Premises, (c) create or permit any obstruction or annoyance to, or interference or hindrance with, occupants of adjacent buildings or (d) cause or permit Lessee's agents, employees or contractors to violate such insurance requirements, such rules and regulations or any laws, statutes, ordinances and regulations of governmental authorities having jurisdiction over the Building or the use and occupancy thereof. In addition, Lessee shall not (a) use the Premises for the handling, processing, treatment or disposal of any hazardous waste, material or substance, as defined by any applicable laws, statutes, ordinances and regulations of governmental authorities having jurisdiction over the Building or the use and occupancy thereof (the "Hazardous Substances"), or (b) store or use any Hazardous Substances in the Premises, except for such storage and usage of those types and amounts of Hazardous Substances as may be necessary for the operation of an office. Lessee shall not stockpile Hazardous Substances or otherwise store or use in the Premises more Hazardous Substances than are necessary for office use and will be used with reasonable dispatch. All storage, usage and transportation of Hazardous Substances shall be conducted in compliance with all applicable laws, statutes, ordinances and regulations of governmental authorities having jurisdiction over the Building or the use and occupancy thereof, and Lessee shall take all necessary and appropriate safety precautions in connection with such storage, usage and transportation.

ARTICLE III
RENT

3.1 Rent. Lessee shall pay as base rent for said Premises, without relief from valuation or appraisement laws, and without demand, reduction or offset of any kind, the following:

Period	Monthly Base Rent "Base Rent"
August 1, 2014 – September 30, 2015	
October 1, 2015 – July 31, 2034	

Base Rent shall be paid in advance on the first day of each calendar month throughout the Term to the attention of Lessor at _____, South Bend, Indiana, 46601, or such other place as Lessor may from time to time designate in writing.

ARTICLE IV
COMMON AREAS AND SERVICES

4.1 Common Areas. Lessor grants the Lessee a nonexclusive license to be exercised in common with all other Lessees and occupants of the Building within which the Premises are located for the right-of-way entrances, drives, parking areas, sidewalks, common building entryways, hallways, elevators and other common facilities upon the real estate and serving the Building within which the Premises are located ("Common Areas"). Lessee's use of such Common Areas shall be subject to such rules and regulations for said Common Areas established from time to time by Lessor and provided to Lessee with reasonable prior written notice. Lessor reserves the right to alter the Common Areas provided the same does not have a material adverse impact upon Lessee's access to the Premises. Lessor shall be responsible for compliance with the Americans with Disabilities Act within the Common Areas provided any costs incurred or improvements required as a result thereof shall be deemed Operating Costs.

4.2 Services. Lessor shall provide, or cause to be provided, the following services to the Premises:

(a) Janitorial services and customary cleaning in and about the entire Building (including all Common Areas and the Premises). Lessee may not provide any janitorial service of its own without Lessor's prior written consent, and then only subject to such additional conditions as Lessor may reasonably impose.

(b) Heat and air conditioning to provide, in Lessor's judgment, comfortable occupancy, within government regulations, of the Premises. Wherever heat-generating machines or equipment are used or business operations are conducted in the Premises which, in the judgment of Lessor, affect the temperature otherwise maintained by the air conditioning system, Lessor reserves the right to modify said system, including the installation of supplementary air conditioning units in the Premises, and the cost and expense of operation and maintenance thereof shall be paid by Lessee to Lessor.

(c) Water from city mains, drawn through fixtures installed by Lessor for drinking, lavatory, and toilet purposes, including a reasonable amount of hot water.

(d) Electrical wiring system in the Premises for standard electrical receptacles and lighting fixtures. Such electricity will be used only for normal equipment and accessories. Replacement lighting tubes, lamps, bulbs, and ballasts required for the overhead lighting fixtures in the Premises will be installed at Lessee's expense.

(e) Snow removal services for the outside parking facilities, related driveways, and sidewalks at all reasonable times.

(f) Lavatories for the use of Lessee's employees and invitees in common with other Lessees in the Building.

Lessor does not warrant that any of the services above mentioned will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability of Lessor to obtain fuel or supplies, or any other cause beyond the reasonable control of Lessor. Any such interruption of service will not constitute an eviction or disturbance of Lessee's use and possession of the Premises, or any part thereof, or render Lessor liable to Lessee for damages, or relieve Lessee from performance of Lessee's obligations under this Lease. Lessor will use reasonable efforts to promptly remedy any situation which has interrupted such services.

ARTICLE V
MAINTENANCE, REPAIRS, IMPROVEMENTS AND ALTERATIONS

5.1 Lessee's Work. Lessee shall, at Lessee's expense, complete the improvements to the Premises set forth on Exhibit C attached hereto and incorporated herein by reference ("Lessee's Work"). With the exception of Lessee's Work, Lessee shall accept possession of the Premises "as is" without representation or warranty of any kind and Lessor shall have no further obligation to improve the Premises.

5.2 Necessary Repairs. Lessor shall make all necessary repairs to the Building and Common Areas, and Lessor shall keep the Building and Common Areas in a safe, clean and neat condition and use reasonable efforts to keep all equipment used in common with the Lessor or other Lessees in good condition and repair, provided, however, that to the extent any of the foregoing items require repair because of the intentional misconduct, misuse or default of Lessee, its employees or agents, Lessor shall make such repairs solely at Lessee's expense. Lessor shall keep and maintain the Premises in good order, condition and repair, provided, however, that to the extent any items in the Premises require repair because of the intentional misconduct, misuse or default of Lessee, its employees or agents, Lessor shall make such repairs solely at Lessee's expense.

5.3 Alterations. Lessee shall not make any alterations, additions or leasehold improvements to the Premises during the term of this Lease or make any contract therefor without first procuring Lessor's written consent. All alterations, additions and/or leasehold improvements made by Lessee to or upon the Premises, except Lessee's personal property and removable trade fixtures installed by Lessee, shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Lessor. Lessee shall be responsible for any damages occasioned by removal of its personal property and trade fixtures. Any alterations made by Lessee shall be at Lessee's cost and expense. Lessee agrees to conform to and comply with all laws, ordinances, rules and regulations of federal, state, county and municipal authorities in making such alterations or repairs, and shall at all times keep the Premises free from claims of mechanics' liens.

5.4 Access to Premises. Lessor and its agents shall have reasonable access to the Premises during all hours for the purpose of examining the same and to ascertain that they are in good repair, and to make reasonable repairs which Lessor may desire to make hereunder.

5.5 Utility Charges. Lessee agrees to pay (a) all charges for sewer, water, gas, electricity, telephone service and other utility services used upon and attributable to the Premises

through the Term; and (b) indemnify and hold Lessor harmless from any liability resulting from any nonpayment for any such services

ARTICLE VI
INSURANCE AND INDEMNITY

6.1 General Warranty. Lessee, from the commencement of its occupancy, agrees to indemnify and hold Lessor harmless from any loss, cost, claim, liability or damage arising out of, or connected with, Lessee's use and occupancy of the Premises arising out of any breach or default of Lessee in performance of its obligations under this Lease unless arising from Lessor's gross negligence or intentional misconduct. In case any action or proceeding be brought against Lessor by reason of any such claim, Lessee agrees to (a) resist or defend such action or proceeding and (b) promptly pay and discharge any final judgment rendered against Lessor therein, reserving the right to appeal such judgment prior to payment thereof as may be permitted by law. The obligation of Lessee under this Section to indemnify and hold harmless Lessor shall survive the expiration of the Premises or the termination of this Lease.

6.2 Waiver. Lessor shall be responsible for infrastructure failure or damage, which failure or damage is not caused by any negligence of Lessee.

6.3 Lessor's Indemnity. Lessor shall indemnify and hold Lessee harmless from any third-party claim or any loss cost, claim, liability or damage resulting therefrom arising out of or connected with Lessor's negligence or willful and intentionally tortious acts, or Lessor's default under this Lease.

ARTICLE VII
DESTRUCTION OF PREMISES

7.1 Repair or Restoration. In the event of damage to, or destruction of, the Premises by fire or other casualty covered by insurance, Lessor at its sole expense, shall promptly restore the Premises (other than improvements to the Premises made by Lessee) as nearly as possible to its condition prior to such damage or destruction; provided that, if the Premises is so extensively damaged or destroyed that the cost of restoration would exceed thirty percent (30%) of the amount it would cost at the time to replace the Building in its entirety, then, and in such case, Lessor, or, during the final year of the Lease, Lessee, at its option at any time within thirty (30) days after such damage or destruction, may terminate this Lease upon written notice to Lessee, or, if during the during the final year of the Lease, to Lessor, and thereupon (a) Lessee shall surrender possession of the Premises to Lessor, (b) Lessor and Lessee shall be discharged from any and all liabilities and obligations arising under this Lease subsequent to the date of such damage or destruction, and (c) this Lease shall be null and void. Pending Lessor's restoration of the Premises, Lessee's Base Rent hereunder shall abate proportionately to the area rendered unusable, to the extent of the proceeds of Lessor's rent interruption insurance, if any. Lessor's obligations to reconstruct the Premises are conditioned on its receipt of insurance proceeds in such an amount as to cover the cost of such restoration.

ARTICLE VIII
EMINENT DOMAIN

8.1 Permanent Taking. If, during the Term, the entire Premises or any material portion of the Building shall be taken by an exercise of the power of eminent domain or by purchase under the threat of such power (the "Eminent Domain Proceeding"), then this Lease shall terminate as of the date of the vesting of title in the taking authority pursuant to the Eminent Domain Proceeding. If this Lease is not terminated after an Eminent Domain Proceeding, then (a) Lessee shall be responsible for any necessary restoration of the Premises as required for Lessee's use thereof, and (b) the Base Rent shall be reduced in an equitable amount considering the portion of the Premises taken pursuant to the Eminent Domain Proceeding and the utility of the Premises for Lessee's use. Notwithstanding the fact that Lessee shall have the burden of going forward with the work of restoration of the Premises, Lessor agrees to reimburse Lessee for the costs of such restoration; provided that Lessor's obligation to reimburse Lessee for such costs of restoration shall not exceed the amount of any damage award received by Lessor for such purpose as a result of such taking.

8.2 Temporary Taking. If all or any portion of the Premises is taken pursuant to an Eminent Domain Proceeding for governmental occupancy for a limited period, then (a) this Lease shall not terminate, and (b) Lessee shall continue to perform its obligations hereunder as though such taking had not occurred, except to the extent that it may be prevented from so doing pursuant to the terms of the order of the authority which made the taking. In the event of such a temporary taking, Lessee shall be entitled to the entire award for such taking (whether paid by way of damages, rent or otherwise), unless the period of governmental occupancy extends beyond the termination of the Term, in which case, the award shall be apportioned between Lessor and Lessee as of the date of such termination.

8.3 Distribution of Damages. If no separate award of compensation is made by the taking authority, then (a) all compensation shall be paid to Lessor, and (b) Lessee shall have no interest in such compensation, except to the extent of Lessee's claim to any award specifically made for its trade fixtures or moving expenses.

8.4 Vesting of Title. Wherever the term "vesting of title" or any similar phrase is used in this Article, a taking of possession by the taking authority shall be deemed a vesting of title.

8.5 Rights on Termination. Upon any termination of this Lease as a result of an Eminent Domain Proceeding, (a) all Base Rent, and additional rent and charges of all types shall be adjusted and prorated, as applicable, to the date of such termination, and (b) all other rights and obligations of the parties hereunder shall be terminated as of said date except for the distribution of any award or compensation for such taking; provided that Lessee shall be allowed a reasonable time to remove its property from the Premises.

8.6 Notice. Lessor shall give Lessee notice of the initiation of an Eminent Domain Proceeding within a reasonable time after Lessor becomes aware of the pendency of any such proceeding.

ARTICLE IX
ASSIGNMENT AND SUBLETTING

9.1 Right to Assign or Sublet. Lessee shall not (a) assign this Lease or any interest therein, (b) sublet the Premises, or any part thereof, or (c) permit any other party to operate or conduct a business on, in, at or from the Premises, without the prior written consent of Lessor. Any transfer of this Lease by operation of law (by a change of control, merger, consolidation or liquidation of Lessee or otherwise) shall constitute an assignment for purposes of this Lease. No assignment or subletting shall release Lessee from any of its liabilities or obligations under this Lease.

ARTICLE X
MORTGAGE SUBORDINATION; ESTOPPEL CERTIFICATES

10.1 Subordination. Upon written request or notice by Lessor, Lessee agrees to subordinate its rights under this Lease to the liens of any mortgages that may now or hereafter be placed upon the Building and the Premises, and to any and all advances to be made thereunder, and all renewals, replacements and extensions thereof and to attorn to a purchaser upon foreclosure or a conveyance in lieu thereof, provided such mortgagor or purchaser agrees to recognize Lessee and not to disturb Lessee under this Lease, provided Lessee upholds the terms and conditions of this Lease. Lessee shall execute a subordination agreement in furtherance thereof consistent with the terms and conditions hereof.

10.2 Estoppel. Upon request or notice of Lessor, Lessee agrees to execute an estoppel certificate certifying to Lessor, Lessor's mortgagees or a purchaser of the Building within which the Premises are located that this Lease is in full force and effect, that this Lease has not been modified altered or amended except as specified therein, that no event of default has occurred and that rent has not been paid more than thirty (30) days in advance.

ARTICLE XI
DEFAULT

11.1 Defaults by Lessee. Upon the happening of any one or more of the following events (the "Event(s) of Default"), Lessor may terminate this Lease and/or exercise, enforce or recover any other right, remedy or damages available under this Lease, at law or in equity: (a) the failure of Lessee to pay an installment of rent within ten (10) days after the installment becomes due, without any notice; or (b) the failure of Lessee to perform any other of its covenants or satisfy any other of its obligations under this Lease within thirty (30) days after written notice.

11.2 Remedy. Upon the occurrence of an Event of Default, Lessor may re-enter the Premises, without terminating the Lease or accepting a surrender and with or without process of law, using such force as may be necessary, and remove all persons and property therefrom, and Lessor shall not be liable for damages or otherwise by reason of such re-entry or termination of this lease. In addition to all other obligations of Lessee, Lessee shall be liable for the cost of seizure and repossession of the Premises and reasonable attorney's fees incurred as a result of the seizure and repossession of the Premises. Lessor may, at any time after the

occurrence of an Event of Default, whether before or after regaining possession of the Premises, terminate this Lease without any obligation provide Lessee with any additional notifications. In the event that Lessor at any time terminates this Lease for any default by Lessee, in addition to any other remedies Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of such default, including, to the extent not recovered by Lessor as part of its re-entry of the Premises, the costs of recovering the Premises, making alterations and repairs, reasonable attorneys' fees, and the value at the time of such termination of the excess, if any, of the amount of Base Rent and charge equivalent to Base Rent. All such amounts shall be immediately due and payable from Lessee to Lessor.

11.3 Lessor Default Notice. Lessor shall in no event be charged with default in any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after written notice to Lessor by Lessee, specifically describing such failure.

ARTICLE XII
SURRENDER OF POSSESSION

12.1 Surrender of Possession. Whenever the Term shall be terminated, whether by lapse of time, forfeiture or in any other way, Lessee covenants and agrees that it will at once surrender and deliver up said Premises peaceably in as good of condition as when Lessee took possession, ordinary wear and tear and any alterations and approved changes and any damage caused by perils covered by insurance excepted.

12.2 Failure to Surrender. In the event Lessee shall hold over after any termination of this Lease, the same shall create no more than a month-to-month tenancy at double the rent herein set forth and under all other applicable conditions herein provided.

ARTICLE XIII
MECHANICS' LIENS

13.1 Mechanic's Liens. Lessee will not permit any mechanic's lien or liens to be filed against the Premises or the Building at any time for any work done for or materials furnished to Lessee; provided that Lessee may contest such lien or liens in good faith if Lessee (a) deposits as required by law a sufficient surety bond or other security to obtain a release of the lien or liens and (b) obtains a court order releasing the lien or liens. If any such lien or liens are filed, then Lessor may compel the prosecution of an action for foreclosure of the lien or liens, and, upon the commencement of such an action, Lessee immediately shall (a) deposit as required by law a sufficient surety bond or other security to obtain a release of the lien or liens and (b) obtain a court order releasing such lien or liens. Lessee immediately shall (a) pay any final nonappealable judgment or decree rendered against Lessor or Lessee arising out of any such lien or liens, including all proper costs and charges, and (b) cause any such lien to be released of record without cost to Lessor.

ARTICLE XIV
NOTICES

14.1 Manner of Giving. Whenever under this Lease a provision is made for notice or demand of any kind, such notice shall be in writing, and it shall be deemed sufficient notice and service if such notice is given by United States registered or certified mail, or by a nationally recognized air courier and sent to:

In the case of Lessor to: _____
_____
_____
Attention: _____

In the case of Lessee to: _____
_____
_____
Attention: _____

14.2 Change of Address. Each party from time to time may change its address for purpose of notice under this Article by giving to the other party notice of such change of address. Any notice, demand or request given by the United States, registered or certified mail, as provided herein, shall be deemed served on the date it is deposited in the United States mail or with a nationally recognized air courier properly addressed and with postage fully prepaid.

ARTICLE XV
TERMINATION

15.1 Termination. In the event a new building is acquired by or for Lessee to serve the purposes for which this Lease was intended, Lessee may terminate this Lease upon thirty (30) days written notice to Lessor.

15.2 Surrender of Premises. At the expiration or termination of the subtenancy created hereunder, whether by lapse of time or otherwise, Lessee shall surrender the Premises to Lessor in the same condition that Lessee is obligated under this Lease to maintain the Premises, including the surrender to Lessor of all improvements then located upon the Premises, other than Lessee's signs, personal property and unattached equipment used in the operation of the business conducted in the Premises (which items Lessee shall remove from the Premises prior to surrender), as distinguished from those fixtures, machinery and equipment which are for the general operation and maintenance of the Premises or the Building (which items Lessee shall surrender with the Premises unless directed otherwise in writing by Lessor). Lessee shall repair prior to surrender all damage to the Premises resulting from the removal of its signs, personal property and unattached equipment. The obligations of Lessee under this Section shall survive the expiration of the Term or the termination of this Lease.

15.3 Holding Over. If Lessee remains in possession of the Premises with the written consent of Lessor after the expiration or termination of the subtenancy created hereunder, and without the execution of a new lease or any further extension of this Lease, then Lessee shall

be deemed to be occupying the Premises as a Lessee from month to month at the same rent and subject to all of the other terms, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month Lessee. At any time, either party may terminate such month-to-month tenancy by written notice delivered to the other party at least thirty (30) days in advance of the termination date. If Lessee remains in possession of the Premises, without the written consent of Lessor, after the expiration or termination of the subtenancy created hereunder, then (a) Lessee shall pay to Lessor for each day of such possession one hundred fifty percent (150%) of all rent for which this Lease provides, computed on a daily basis, and (b) indemnity and hold Lessor harmless from any loss, cost, claim, liability or damage arising out of, or connected with such possession.

ARTICLE XVI
MISCELLANEOUS

16.1 Covenant of Quiet Enjoyment. Lessor warrants that Lessee, upon making the payments and performing the other covenants and agreements of this Lease on its part to be performed, shall have peaceful and quiet possession of the Premises during the Term.

16.2 Remedies Cumulative - Non-Waiver. The various rights and remedies herein contained and reserved to each of the parties shall not be considered as exclusive of any other right or remedy of such party, but shall be construed as cumulative and in addition to every other right or remedy now or hereafter existing at law, in equity, or by statute, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises. No delay or omission to exercise any right or power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or provision of this Lease by either party shall not be construed by the other party as a waiver of a subsequent or continuing breach of the same or any other covenant, term or provision. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to, or approval of, any subsequent similar act.

16.3 Recording. Neither this Lease, nor any Memorandum thereof, shall be recorded.

16.4 Applicable Law. The law of the State of Indiana shall govern the construction, performance and enforcement of this Lease. The headings of the several Articles and Sections contained herein for convenience only do not define, limit or construe the contents of such Articles and Sections. All negotiations, considerations, representations and understandings between the parties are incorporated herein.

16.5 Construction of Terms. Whenever the singular or plural number, or masculine, feminine or neuter gender, is used herein, it shall equally include the other, and the terms and provisions of this Lease shall be construed accordingly. Whenever the term "including" is used herein, it shall be deemed to mean, "including, without limitation," and neither the use of such term nor the listing of examples shall be deemed to effect any limitation.

16.6 Agreement Binding Upon Successors. The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit not only of the parties hereto, and their respective personal representatives, heirs, successors and assigns.

16.7 Estoppel Certificate. Without charge and at any time and from time to time hereafter, within ten (10) days after the written request of the other party, either Lessor or Lessee as the case may be, shall certify by a written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified by Lessor or any lender specified by Lessee, as to the validity and force and effect of this Lease, in accordance with its tenor, as then constituted, as to the existence of any default on the part of any party thereunder, as to the existence of any offsets, counterclaims or defenses thereto on the part of Lessee, and as to any other matters that may be reasonably requested by Lessor.

16.8 Limitation of Liability. Anything to the contrary herein contained notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute Lessor with respect to any of the terms, covenants, conditions and provisions of this Lease, and Lessee shall look solely to the interest of Lessor, its successors and assigns, in the Building of which the Premises are a part for the satisfaction of each and every remedy of Lessee in the event of default by Lessor hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

16.9 Time is of the Essence. Time is and shall be of the essence of this Lease and of each term or provision hereof.

16.10 Consents. Wherever this Lease requires the approval or consent of one party to a matter proposed by another party, Lessor and Lessee agree that: (a) the proposal and the granting or denial of approval or consent shall be in writing; and (b) approval or consent shall not be unreasonably withheld, conditioned or delayed.

16.11 Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

16.12 Headings. The headings of the articles of this instrument are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

16.13 Termination for Non-appropriation. Notwithstanding any other provision of this Lease, if funds for the continued fulfillment of this Lease by Lessee are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Lessee shall have the right to terminate this Lease without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this

Lease shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. Lessee agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

16.14 Non-Discrimination. Lessor shall not discriminate against any employee or applicant for employment to be employed by Lessor in the performance of this Lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, handicap, disability, national origin, ancestry, disabled veteran status, or veteran status. Breach of this Part shall be regarded as a material breach of this Lease agreement.

16.15 Authorization. The undersigned represent and warrant that (i) such party is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the state under which it was organized; and (ii) the individual executing and delivering this Lease has been properly authorized to do so, and such execution and delivery shall bind such party.

16.16 Counterparts. This Lease may be executed in counterparts, all of which shall be deemed originals.

16.17 Exhibits. The following Exhibits are attached to this Lease:

Exhibit A Description of Premises

Exhibit B Description of Building

Exhibit C Lessee's Work

[Signatures on Following Page]

IN WITNESS WHEREOF, Lessor and Lessee have hereunto executed this Lease Agreement the day and year first above written.

Seller:

CITY OF SOUTH BEND, INDIANA

By:_____
Mark Neal, Deputy Mayor

ATTEST:

_____
John Voorde, City Clerk

Buyer:

ST. JOSEPH COUNTY, INDIANA,
acting for and on behalf of the Public Safety Communications Consortium of St. Joseph County, Indiana

By: Board of Commissioners

_____

_____

_____

ATTEST:

_____
Peter H. Mullen, Auditor

(Signature Page to Lease Agreement)

EXHIBIT A

DESCRIPTION OF PREMISES

EXHIBIT B

DESCRIPTION OF BUILDING

EXHIBIT C

LESSEE'S WORK

At its expense, Lessee shall _____

EXHIBIT D

Consolidated Dispatch Center Operating Cost Allocation Table

ST. JOSEPH COUNTY DISPATCH CONSOLIDATION

Exhibit D

CONSOLIDATED DISPATCH CENTER
OPERATING COST ALLOCATION TABLE

Operating Costs- From Exhibit H	
Personal Services	$4,170,440
Supplies	8,000
Services and Charges	1,740,000
Total Operating Costs	$5,918,440
Allocation to Fixed and Variable Categories	
Variable (25%)	$1,479,610
Fixed (75%)	4,438,830
Total Operating Costs	$5,918,440

	St. Joseph County	South Bend	Mishawaka	Total
Variable Cost				
Call Volume (Per Exhibit E)	28.60%	52.55%	18.85%	100.00%
Variable Costs	$423,196	$777,467	$278,947	$1,479,610
Fixed Cost				
Property Values (Per Exhibit E)	53.62%	29.03%	17.34%	100.00%
Fixed Costs	$2,380,267	$1,288,674	$769,888	$4,438,829
Less: E911 Revenues (1)	(1,072,475)	(580,637)	(346,888)	(2,000,000)
Net Fixed Costs	$1,307,792	$708,037	$423,000	$2,438,829
Total Allocated Operating Costs Net of E911 Revenues				
Variable	$423,196	$777,467	$278,947	$1,479,610
Fixed	1,307,792	708,037	423,000	2,438,829
Total	$1,730,988	$1,485,504	$701,947	$3,918,439
Monthly Operating Assessments	**$144,250**	**$123,790**	**$58,500**	

(1) This is the estimate of E911 Revenues for the upcoming year.

EXHIBIT E

Fixed and Variable Cost Allocation Factors

ST. JOSEPH COUNTY DISPATCH CONSOLIDATION

Exhibit E

FIXED AND VARIABLE COST ALLOCATION FACTORS

Variable Cost Allocation Based on Call Volume

	St. Joseph County	South Bend	Mishawaka	Total
2011	136,272	259,200	96,840	492,312
2012	146,409	264,626	93,180	504,215
2013	142,558	257,395	90,274	490,227
Average call volume	141,746	260,407	93,431	495,585
Percent	28.60%	52.55%	18.85%	100.00%

Fixed Cost Allocation Based on Current Year (2014) Net Assessed Value

	St. Joseph County		South Bend	Mishawaka	Total
Net Assessed Value	$4,029,395,476	(1)	$2,181,510,508	$1,303,292,258	$7,514,198,242
Percent	53.62%		29.03%	17.34%	100.00%

(1) Net of South Bend and Mishawaka assessed values.

EXHIBIT F

Five-Year Capital Replacement Plan

ST. JOSEPH COUNTY DISPATCH CONSOLIDATION

Exhibit F

FIVE YEAR CAPITAL REPLACEMENT PLAN

	2015	2016	2017	2018	2019
Furnishings					
Equipment					
Technology					
Total	$200,000	$200,000	$200,000	$200,000	$200,000

EXHIBIT G

Consolidated Dispatch Center Capital Replacement Allocation Table

ST. JOSEPH COUNTY DISPATCH CONSOLIDATION

Exhibit G

CONSOLIDATED DISPATCH CENTER
CAPITAL REPLACEMENT ALLOCATION TABLE

Annual Capital Replacement Allowance- See Exhibit F	$200,000

Capital Cost Allocation Based on Property Values

	St. Joseph County	South Bend	Mishawaka	Total
Property Values (Per Exhibit E)	53.62%	29.03%	17.34%	100.00%
Capital Costs	$107,247	$58,064	$34,689	$200,000
Monthly Capital Assessments	**$ 8,935**	**$ 4,840**	**$ 2,890**	

EXHIBIT H

Dispatch Center Budget

ST. JOSEPH COUNTY DISPATCH CONSOLIDATION

Exhibit H

DISPATCH CENTER BUDGET

Fund	Category	Sub-category	Description	Adopted Amount
	Personal Services	Salaries and Wages	Telecommunicators	$3,066,500
	Personal Services	Employee Benefits	Payroll Taxes and Benefits	1,103,940
	Total Personal Services			$4,170,440
	Supplies	Other Supplies	Supplies	$8,000
	Services and Charges	Technology, Lease, Support and Maintenance	911 services, CAD and Radio Lease Support and Maintenance	$1,600,000
	Services and Charges	Insurance	Liability Insurance	44,500
	Services and Charges	Technology	Training	41,900
	Services and Charges	Utility Services	Utilities	46,100
	Services and Charges	Other Services and Charges	Miscellaneous	7,500
	Total Services and Charges			$1,740,000
	Capital Outlay	Capital Replacement	Five Year Capital Replacement Plan- See Exhibit G	$200,000
Total Operating Costs				$6,118,440