



AGENDA

October 28, 2024

**Meetings of Standing Committees
Council Conference Room
5:45PM**

**REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL
COUNCIL CHAMBERS/CITY HALL
6:00PM**

**WebEx Telephone Number:1-408-418-9388
Meeting Number (access code): 2334 512 4432
Meeting password: RPd4NpSFM38**

Livestream #1:
<https://mishawaka.in.gov/government/elected-appointed-officials/common-council/>

Livestream #2
<https://www.facebook.com/cityofmishawaka/>

Livestream #3:
www.youtube.com/@cityofmishawaka635

To connect on-line join using Microsoft Lync or Microsoft Skype for Business

Dial: 23345124432@mishawaka.webex.com

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Approval of the Minutes of the Regular Meeting of October 14, 2024

5. Petitions, Communications, Remonstrance and Memorial

6. Report of Special Committee

7. Ordinances on First Reading

8. Resolutions

R2024-21 Use Variance to allow two cars for sale at each location. - 602 N. Main St. and 605 E. University Dr.

R2024-22 Approval of Solid Waste Removal Contract
Requesting Amendment

9. Ordinances on Second Reading

P.O. No. 2024-24 Civil City Budget for 2025
(Assigned to Budget & Finance Committee)

P.O. No. 2024-25 Rezone from C-1 General Commercial to R-3 Multi-Family Residential for a 4-Unit Apartment Building. - 3728 Lincolnway East
(Assigned to Land Use Planning Committee)

P.O. No. 2024-26 Funds of Transfer:

From: City Clerk
Other Services and Charges
1101-03-431-04 Professional Service \$ 4,000.00

To: City Clerk
Supplies
Office Supplies
1101-03-421-90 Office Supplies \$ 4,000.00
Total \$ 4,000.00
(Assigned to Budget Finance Committee)

P.O. No. 2024-27 Civil City Employee Salary for 2025
(Assigned to Budget Finance Committee)
Requesting Amendment

P.O. No. 2024-28 Elected Officials Salary for 2025
(Assigned to Budget Finance Committee)

P.O. No. 2024-29 All Sworn Police Employees Salary for 2025
(Assigned to Budget Finance Committee)

P.O. No. 2024-30 All Sworn Fire Employees Salary for 2025
(Assigned to Budget Finance Committee)
Requesting Amendment

10. Privilege of the Floor - Non-Agenda Items

11. Unfinished Business

12. New Business

13. Adjournment -

This meeting will be aired via live stream:

An archived version of the livestream video can be viewed on the city of Mishawaka's Facebook and YouTube pages, <https://www.facebook.com/cityofmishawaka/> and www.youtube.com/@cityofmishawaka635 and on the Michiana Access TV Facebook page, <https://www.facebook.com/MichianaAccessTV>

If technology is needed to present, please advise the Clerk's Office by 4:00pm the Friday before the meeting by emailing: dblock@mishawaka.in.gov or calling 574-258-1616.

At this time, I know of no other business to come before the Council.

Deborah S. Block, IAMCA, CMO, MMC, City Clerk

The City of Mishawaka acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to City sponsored public programs, services and/or meetings, the City requests that individuals make requests for these services forty-eight (48) hours ahead of the

scheduled program, service and/or meeting. To make arrangements contact Susan Kile, ADA Coordinator, at (574) 258-1615.

Scan the QR Code to access all Common Council Meeting Agenda's, Packets, and Meeting Minutes.



REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL

October 14, 2024

Be it remembered that the Common Council of the City of Mishawaka, Indiana met in the Council Chambers of the New Mishawaka City Hall and via telephone on October 14, 2024, at 6:00PM. The meeting was called to order by Council President Gregg Hixenbaugh. All were asked to stand for the Pledge of Allegiance.

Members attending virtually do so by WebEx. Public that attends can participate by WebEx or observe meetings by YouTube or Facebook live. The Council meetings are also streamed live on Michiana Access on Comcast/AT&T U-verse Channel 99.

Chief Deputy Clerk Boston called the roll.

Present: Mrs. Hazen (P), Mrs. Voelker (P), Mr. Carroll (P), Mr. Banicki (P), Mr. Emmons (P), Ms. Hahn (P), Mr. Mammolenti (P), Mr. Violi (P), Mr. Hixenbaugh (P)
P: Present E: Electronically Participating A: Absent

Also Present: Mike Trippel, Council Attorney

Minutes for the Regular Meeting on September 23, 2024, were approved as received from the Clerk's Office.

Clerk Boston read two letters from the Board of Zoning Appeals and the City Plan Commission regarding their recommendations from their October 8, 2024 meetings.

Clerk Boston read the following proposed ordinances by title and assigned committee.

PROPOSED ORDINANCE NO. 2024-25

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 THE CITY OF MISHAWAKA, INDIANA

**Rezone from C-1 General Commercial to R-3 Multi-Family Residential for a 4-Unit Apartment Building – 3728 Lincolnway East
(Assigned to Budget & Finance Committee)**

PROPOSED ORDINANCE NO. 2024-26

AN ORDINANCE DECLARING AN EMERGENCY AND TRANSFER OF REAPPROPRIATING FUNDS WITHIN THE BUDGET ADOPTED FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2024

**Funds of Transfer: From: City Clerk – Other Services and Charges; 1101-03-431-04
Professional Service - \$4,000.00 To: City Clerk – Supplies and Office Supplies; 1101-03-
421-90 Office Supplies - \$4,000.00
(Assigned to Budget & Finance Committee)**

PROPOSED ORDINANCE NO. 2024-27

**AN ORDINANCE FIXING THE SALARIES OF ALL EMPLOYEES OF THE CITY OF
MISHAWAKA EXCEPT ELECTED OFFICIALS, SWORN PUBLIC SAFETY,
MISHAWAKA PARK DEPARTMENT, AND MISHAWAKA UTILITIES FOR THE
CITY OF MISHAWAKA, INDIANA FOR THE YEAR BEGINNING JANUARY 1, 2025
Civil City Employee Salary for 2025
(Assigned to Budget & Finance Committee)**

PROPOSED ORDINANCE NO. 2024-28

**AN ORDINANCE FIXING THE SALARIES OF CERTAIN ELECTED OFFICIALS OF
THE CITY OF MISHAWAKA FOR THE FISCAL YEAR BEGINNING JANUARY 1,
2025
Elected Officials Salary for 2025
(Assigned to Budget & Finance Committee)**

PROPOSED ORDINANCE NO. 2024-29

**AN ORDINANCE FIXING THE SALARIES OF ALL SWORN POLICE EMPLOYEES
OF THE CITY OF MISHAWAKA, INDIANA FOR THE YEAR BEGINNING JANUARY
1, 2025
All Sworn Police Employees Salary for 2025
(Assigned to Budget & Finance Committee)**

PROPOSED ORDINANCE NO. 2024-30

**AN ORDINANCE FIXING THE SALARIES OF ALL SWORN FIRE EMPLOYEES OF
THE CITY OF MISHAWAKA, INDIANA FOR THE YEAR BEGINNING JANUARY 1,
2025
All Sworn Fire Employees Salary for 2025
(Assigned to Budget & Finance Committee)**

Clerk Boston read the following resolutions by title and opened the public hearing.

RESOLUTION R2024-19

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, APPROVING A PETITION OF THE MISHAWAKA BOARD OF ZONING APPEALS FOR THE PROPERTY LOCATED AT: 426 E. MISHAWAKA AVENUE Use Variance to allow for a Food Truck and Developmental Variance for reduction in High Privacy Fence from 7 ft. to 6 ft. – 426 E. Mishawaka Ave.

Donald Mahorter, 426 E. Mishawaka Avenue, spoke in favor of **RESOLUTION R2024-19**. Mr. Mahorter stated he was seeking to have the food truck and the reduction in the privacy fence from 7 feet to 6 feet as was requested by the City of Mishawaka. Mr. Hixenbaugh stated they would be dealing with just the food truck aspect of the resolution that evening, as the fence issue was handled by the Board of Zoning Appeals. Mr. Mahorter stated he believed the food truck would go well with the patio he was planning on putting in in the spring of the following year and it was something he was thinking of operating three days a week and that would be perfectly fine. Mr. Mahorter stated he would have tried to do this inside where he was at, but the kitchen was so small that he could not add all the extra equipment in there to make it possible and this was the only other option he could come up with and he could take the truck to various other places other than just right there at the shop.

Mr. Mammolenti stated the new place looked amazing and he drove by the sign, and it looked great, and he did a great job. Mr. Mammolenti stated he could not wait to stop in and ensure that it was just as good of a sandwich there as it was at the other location. Mr. Mammolenti asked regarding the food truck, when it was not in use if he planned to have it parked on the side of the house or the restaurant. Mr. Mahorter stated it would be parked in the back of the parking lot only when it was in service.

Ms. Hahn congratulated Mr. Mahorter on the display and stated it looked really good. Ms. Hahn asked when the food truck was not in service and open those three days if he planned on taking it to festivals, around town or to some bigger events and if that was something he was looking to do in the future or if it was more about adding to his current location. Mr. Mahorter stated that could be something they would possibly do, but he did not want to commit to anything, because he did not have the help to put in there to run all three days. Mr. Mahorter stated he was looking at Fourth of July to do it then but other than that, it would be whenever he could find someone to get in there and operate it. Mr. Mahorter stated he had his mother and stepdad considering doing it and that would be the plan starting up and then they would go from there.

Mrs. Voelker asked when he was opening. Mr. Mahorter stated he was already open and had been open for nearly a month and a half. Mrs. Voelker asked where he was getting his ice cream. Mr. Mahorter stated they had not decided on a place yet and were still looking into it.

Mrs. Hazen asked if he had purchased a food truck yet or if he was looking to purchase one once things were settled. Mr. Mahorter stated they had already purchased one.

Mr. Hixenbaugh added his congratulations and stated he did a great job in the former location, and it did his heart good to see what used to be a bait store when he was a kid running around the neighborhood repurposed for this use. Mr. Hixenbaugh stated one of the things that caught his eye with regard to his request was that it was in a location where he understood where the food truck would be located if approved was in fairly close proximity to some neighbors to the west and asked if he had any conversations with the neighbors so that they were aware of this and whether he had or had not, what provisions he planned to make to make sure that he was a good neighbor to them as they were enjoying their home. Mr. Mahorter stated he would be happy to have that conversation with them when they were home, because he could never catch the owner as he ran his own business as well. Mr. Hixenbaugh stated he heard him say earlier that perhaps it would not be three days a week but if he operated as often as three days a week, what three days would he be assuming that they would use. Mr. Mahorter stated they were thinking Thursday, Friday, and Saturday. Mr. Hixenbaugh asked if it was correct to think that given the proximity to the park and the riverwalk that he would be looking to try to tap into some of that business with the activity across the street from the location. Mr. Mahorter stated that was correct. Mr. Hixenbaugh asked regarding the hours, what he intended the hours of operation to be during the three days a week. Mr. Mahorter stated he was thinking 4PM to 8PM. Mr. Hixenbaugh wished him well.

Mr. Carroll asked if the food truck would be subject to any type of noise concerns once it was operating. Mr. Mahorter stated no, not at all.

Mr. Violi asked with the food truck once he had it in place, where the service window would be. Mr. Mahorter stated it would be the window facing the sidewalk on the front facing the avenue.

Mr. Emmons asked if it would be hard ice cream or soft ice cream. Mr. Mahorter stated it would be hand dipped ice cream.

Question was called for at 6:15PM for **RESOLUTION R2024-19 Motion passed by unanimous roll call vote (summary: Yes = 9).**

Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Banicki, Mr. Emmons, Ms. Hahn, Mr. Mammolenti, Mr. Violi, Mr. Hixenbaugh. The resolution passed 9-0.

RESOLUTION R2024-20

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, APPROVING A PETITION OF THE MISHAWAKA BOARD OF ZONING APPEALS FOR THE PROPERTY LOCATED AT: 4320 GRAPE ROAD (WHOLE FOODS)

Use Variance to allow two Refrigerated Storage Containers – 4320 Grape Rd.

Tyler Ochs, Attorney with Bose McKinney and Evans at 111 Monument Circle, Indianapolis, IN 46204, spoke in favor of **RESOLUTION R2024-20**. Mr. Ochs stated he was present that evening

on behalf of Great Day LL, but really was there on behalf of the tenant, Whole Foods. Mr. Ochs gave a quick background and began by stating Whole Foods had been located there since approximately 2012 and they had been serving both the South Bend and Mishawaka communities. Mr. Ochs stated the request that evening was because of demand particularly for refrigerated and frozen products had outgrown the supply in which they could store them inside and so Whole Foods was seeking their vote of approval so that they could have two refrigerated storage containers placed behind the building. Mr. Ochs stated where the storage containers would be situated would be along a private road, Princess City Plaza's Road to be specific. Mr. Ochs stated they had also spoken with staff regarding landscaping obligations that they were going to make sure the storage containers were screened so they were not going to be seen as easily from the public roadway, if at all. Mr. Ochs stated they had no issues with staff regarding the commitment requirements. Mr. Ochs stated he had emailed the Fire Marshal that morning to see if there were any concerns and he told him if it was not going to impede any fire or EMS services, he had no issue with the storage containers. Mr. Ochs thanked the BZA and Mishawaka city staff for their help with this and was happy to answer any questions. Mr. Ochs stated that Leslie Smith from Whole Foods was present remotely as well.

Mrs. Voelker asked if the storage units were already there. Mr. Ochs stated he believed they were, and this was reported as a zoning violation and this item was to come in compliance with the Mishawaka zoning ordinance. Mrs. Voelker asked how long they had been there. Leslie Smith, Whole Foods 4320 Grape Road Mishawaka, IN 46545, answered Mrs. Voelker's question and stated she knew they had been one that had been there for a year and the other one had been there for three plus years prior to her start at the store. Mrs. Voelker asked if it was going to take a year to put the screening in place. Mr. Ochs stated he thought the year was what staff just came up with and his understanding based on conversations with his clients was that it was certainly not going to take that long and once this was approved, they would start getting the wheels in motion and going through the proper hoops they needed to get this approved. Mrs. Wilson agreed with Mr. Ochs and stated it should not take a year and would jump right in as soon as they got the approval to make the necessary adjustments to the store. Mrs. Voelker stated shame on the Council because they did not notice that the storage containers were in place for a year and three years but on the other hand, she asked if they had not thought they needed to have permission to put those units there. Mr. Ochs stated he did not think his clients had any mal intent regarding placement of the storage containers and he thought in a lot of other municipalities, it was not uncommon to necessarily have storage containers specifically located in a commercial district. Mr. Ochs stated there were some other businesses in that area that were commercial that had them as well, so someone not as well versed with Mishawaka's zoning ordinance would not know that you had to get approval from them. Mr. Ochs stated once his clients were notified that they were in violation, they took immediate action by meeting with Christa Hill and city staff to make sure they did everything they needed to come into compliance. Mr. Ochs stated his clients had apologized for that and wanted to rectify the wrongdoing. Mrs. Voelker thanked him and appreciated what they were doing and thanked them for responding to the violation and doing what they needed to do.

Mr. Emmons asked how large the refrigerator storage units were. Mrs. Smith stated she did not have the exact dimensions of them, but she knew they were under 52 feet and smaller than the size of a typical semi-trailer. Mr. Emmons asked if they were on the ground or on wheels. Mrs. Smith stated they were directly on the ground. Mr. Emmons asked if they were both the same size. Mrs. Smith stated that was correct. Mr. Emmons asked if they anticipated purchasing any more. Mrs. Smith stated they hoped they would get to the point where they were big enough and needed more storage, but they did make a commitment that they would not add any external long-term storage. Mrs. Smith stated they would have some temporary storage for the holidays, but those were on wheels and were 52-footers that were just there for Thanksgiving. Mr. Emmons asked where those would be placed. Mrs. Smith stated they would be in the side lot as well.

Mr. Mammolenti asked if they did not have the refrigerated storage units, how they would handle inventory and business at the location with that demand. Mrs. Smith stated they would not be able to fulfill the customer demands based on how many deliveries they had received, and they were frozen storage, and they had just two small freezers in the building that were packed. Mrs. Smith stated they would have to see a lot of out-of-stock conditions in their frozen sections. Mr. Mammolenti asked how often the refrigerated storage units were getting filled. Mrs. Smith stated four times a week. Mr. Mammolenti asked how long the inventory would be sitting there prior to going into the store. Mrs. Smith stated they rotated through some things they did store out there that took longer to sell that way the in-store storage could be used for things they needed to fill multiple times a day, but she estimated the product got rotated through about a month at max for the less necessary products. Mr. Mammolenti asked regarding the storage unit that they would have around Thanksgiving, how many days that would sit there. Mrs. Smith stated that would sit there for a max of 60 days.

Mr. Carroll stated as far as the storage containers were concerned, it seemed to be a growing issue with retail in Mishawaka and she talked about potentially growing to need more. Mr. Carroll asked if that was the solution or were there plans to possibly house it in a more traditional expansion kind of setting or a different location. Mrs. Smith felt this was a strange situation and typically they did not have these types of things located outside of their store but given the location that their store was in, it made it very hard to expand. Mrs. Smith stated they had too many neighbors to be able to build out, but they were talking about getting a relocation at some point or some sort of adjustments to their spacing inside, but she did not anticipate that happening anytime soon. Mrs. Smith stated they could potentially look at a solution for getting more deliveries so that way they would not have to have storage outside. Mrs. Smith stated she did believe they committed to saying they were not going to get more storage outside of the store past these two and they did not have enough space outside to add more anyway.

Mr. Hixenbaugh appreciated Whole Foods and the success they were enjoying in Mishawaka, and he viewed them as being a good corporate resident of their community and he was happy to see that they were successful enough that they needed the additional storage, which was a problem of success. Mr. Hixenbaugh echoed Mrs. Voelker's questions and the sentiments by some of his other colleagues and stated it typically did concern them and himself as an individual when they had

businesses coming before them after the fact asking for permission with regard to something they have engaged in in violation of their ordinances, but he accepted their explanation at face value with regard to the inadvertent nature of this. Mr. Hixenbaugh stated his hope was that with regard to the temporary storage for Thanksgiving or whatever the future plans were, and admittedly this was a pretty tight spot in a busy shopping plaza, but he hoped now that they had initiated a working relationship with their Planning staff and would be in close contact with them so that whatever was going to happen would be done in conjunction with their ordinances and hopefully, they could commit to that. Mr. Ochs stated this was the first that he had heard of the trailer that was spoke of and he'd be lying if he said he had spoke to them ahead of time about it but from a legal standpoint and as the counselor that had been engaged on the matter, it would certainly be his advice that they would speak with staff and comply with anything going forward and that was the whole reason they were before the Council in the first place. Mr. Ochs stated it would be silly of them to be before the Council asking for permission to have the two storage trailers and then turn right around and go commit another zoning violation that was not approved. Mr. Ochs stated they would certainly be engaging with Christa Hill and the rest of the Planning and Zoning staff to discuss what was necessary in the future. Mr. Hixenbaugh thanked him for that. Mr. Hixenbaugh stated on a related topic, as the implementation of the screening requirements that were embedded in the resolution in front of them moved forward, his hope was as the move toward perhaps some additional outside storage continued that as was represented to them earlier that the timeline would be expedited as quickly as possible, particularly because these had been in place for several years now and rather than a year from now, they were going to start to see the screening and they would be keeping with their expectations in that area and he appreciated the commitment that was made by Mrs. Smith earlier with that and he just wanted to indicate for the record that the Council and city as a whole would appreciate that be done as soon as possible. Mr. Hixenbaugh stated regarding the conversation Mr. Ochs had with the Fire Marshal, the staff report noted a reference to perhaps a sprinkler needing to be installed in one or more of the trailers. Mr. Hixenbaugh asked if that topic came up in his conversation with their Fire Marshal. Mr. Ochs stated it did not but his conversation with the Fire Marshal was started because he had read that same comment and asked him if there was any cause for concern that the storage units would be refrigerated, so he phrased it more generally and just had let him know the parameters of the storage units and if he had any concerns from a fire standpoint or anything they needed to do and he said he was happy to look at them, but he had no issue with them. Mr. Hixenbaugh appreciated those clarifications.

Ken Prince, Director of Planning and Community Development, provided information relative to the ordinance and what Whole Foods was applying for. Mr. Prince stated virtually every retailer had a loading area where they brought in trailers and storage containers that were pulled in and out on a seasonal or daily or weekly basis and that was permitted. Mr. Prince stated every store that was designed for it continued to do it but what is different in this case was they were asking for them to be permanent. Mr. Prince stated it was very hard to monitor and they typically were not aware of the nature that was between temporary and permanent. Mr. Prince stated that as Christa had gone through it, she had identified on the aerial as they had with other issues and trailers that had been there and that was how they caught it. Mr. Prince stated they were looking for things that were over a year old as they updated and investigated it. Mr. Prince stated he just wanted to provide

clarification on the matter and did not want the Council to think that every trailer that was parked there was there illegally. Mr. Prince stated they were allowed to do it by right every year on a temporary basis and the issue was they were asking for it to be permanent. Mr. Prince stated he was happy to answer any questions.

Mrs. Voelker asked if they had a list of approved permanent storage. Mr. Prince stated Christa was the one who tracked that, but he did not know how she tracked it. Mrs. Voelker asked if the Council should be the storage container police because she noticed things. Mr. Prince stated she and the Council should feel free to bring it to their attention and usually they caught them when they started having circulation issues. Mr. Prince stated they investigated usually when there was an issue regarding getting around it or they saw multiple trailers and they did not have a place for them. Mr. Prince stated they were not trying to be the trailer police, and they had a lot of oppressive issues, so they were approaching it on a problem-by-problem basis.

Mr. Mammolenti asked if he heard him correctly that any business could have temporary storage of up to 60 days. Mr. Prince stated no and in terms of the differences between temporary and permanent, typically they looked at Thanksgiving and Christmas as the longest, which was why they said 60 days. Mr. Prince stated the issue was if you were asking for it to be permanent in terms of the storage area. Mr. Prince stated they did not have a set time defined by the ordinance. Mr. Mammolenti asked if Mrs. Smith was okay having the Thanksgiving Day trailer for up to 60 days there without getting approval from the Council. Mr. Prince stated he would rather have her contact the office because looking at that area, he had no idea where they were going to put an additional trailer on that property. Mr. Prince stated they wanted to make sure it would not be blocking traffic and moving around, particularly at the holiday season. Mr. Mammolenti thanked Mr. Prince for the update.

Mr. Carroll stated with the comprehensive plan and going forward, with this being the third time they had dealt with trailers that year, if there was any language or ordinance type of language, he would be curious if the city was interested in streamlining the process or laying out things for commercial stores versus retail stores and what can or cannot be in there as well as with what the Fire Marshal was concerned with. Mr. Carroll stated if there was language that the city was interested in to make things safer for the firefighters and more streamlined for this process so it was not every other meeting, he would be happy to hear that. Mr. Prince stated in a general term, they wanted this to be the exception and not the rule so they did not want to make it easier and that was just the reality but in terms of how they evaluated it and specifically addressing the concerns of the Fire Marshal, he thought that was valid and they should look at that.

Question was called for at 6:38PM for **RESOLUTION R2024-20 Motion passed by unanimous roll call vote (summary: Yes = 9).**

Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Banicki, Mr. Emmons, Ms. Hahn, Mr. Mammolenti, Mr. Violi, Mr. Hixenbaugh. The resolution passed 9-0.

RESOLUTION R2024-21

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, APPROVING A PETITION OF THE MISHAWAKA BOARD OF ZONING APPEALS FOR THE PROPERTIES LOCATED AT: 602 N MAIN STREET & 605 E UNIVERSITY DRIVE

Use Variance to allow two cars for sale at each location – 602 N. Main St. and 605 E. University Dr.

Mr. Mammolenti made a motion that the Council postpone the matter to their next regularly scheduled council meeting to give time for the folks to come and present. The motion was seconded by Mr. Banicki.

Mrs. Voelker stated this was another situation where cars were already being sold and they were already on the lot, and she had seen them on Mishawaka Avenue.

The council held a voice vote on the motion and the matter was postponed to their October 28, 2024, regularly scheduled council meeting.

RESOLUTION R2024-22

A RESOLUTION APPROVING A WASTE AND RECYCLING REMOVAL CONTRACT WITH WASTE MANAGEMENT OF INDIANA, LLC Approval of Solid Waste Removal Contract

Mayor Dave Wood spoke in favor of **RESOLUTION R2024-22**. Mayor Wood stated this was a big deal for the City of Mishawaka and for cities in general. Mayor Wood stated this was one of the services that they could not have any interruption, and they had bid this service out per Council request as the previous contractor had the business for several years under a couple of contract extensions. Mayor Wood stated they heard the Council loud and clear and went out and developed some new updated specs and they went out to bid. Mayor Wood stated they had several companies bid on it and based on the responses they had, they selected the lowest, most responsive, and most responsible bidder who in this case was Waste Management. Mayor Wood stated this was an extensive process that involved a lot of their staff's time, and he thanked all those involved including Chris Jamrose, Matt Lentsch, Tim Ryan, and John Roggeman to name a few. Mayor Wood stated this involved a lot of conversations with the Council but at the end of the day, this was about their citizens, and this was about uninterrupted trash collection and recycling collection in as efficient a process as they could get it for the best value that they could get it. Mayor Wood stated he would put this service that they offered up to their citizens up against anybody. Mayor Wood stated they picked up about anything at the curb and they called it their no trash left behind program or service. Mayor Wood stated once they got to the point where the current contract ended and the new contract began, it would be painful and that was going to mean that they would all be taking phone calls and be asked what was going on. Mayor

Wood stated they were committed to working through every bug that they could for their customers, for their ratepayers, and for their citizens at the city. Mayor Wood stated they had confidence in the company who had won the bid to do the same and customer service had been a priority in the spec and so hopefully they had some extra added features in the new contract that would assist in customer service with reporting not just as they went through the transition but long after. Mayor Wood thanked all of the team members involved in this and they were 10 months into this, if not more and Matt Lentsch would be up to talk about some of the more specific points of the program.

Mr. Mammolenti thanked Mayor Wood for coming up to speak and he really appreciated the comment he stated with no trash left behind and he had used that in the past. Mr. Mammolenti wanted to get Mayor Wood's opinion and asked if they were still going to be confident in saying that phrase with the new contract. Mayor Wood stated it was always their goal and it was surprising what people stuck out on the curb and so, one way or another it was their goal to not have it become a neighborhood nuisance issue. Mayor Wood stated if everybody were to stick everything out all the time, that would not be sustainable. Mayor Wood stated almost all their residents did not do that but there were those outlying circumstances, and they would figure out a way to solve those. Mr. Mammolenti stated he appreciated that and understood it was not literal, but they had the confidence to say that they were very proud of what they had approved there, and he wanted to make that clear to their residents moving forward if the resolution were to be passed. Mr. Mammolenti thanked Mayor Wood. Mayor Wood thanked Mr. Mammolenti for his comments and stated this was a service that directly impacted the cleanliness of their neighborhoods, and they all took great pride in that. Mayor Wood stated he could remember the days when they had the transition from one company to a new company and that brought a lot of complaints and they worked through it even though it took a while to learn routes, to get equipment, to get manpower, and those kinds of things. Mayor Wood stated he also remembered the days when they had trash bags marked with big orange Xs in their alleys that stacked up for weeks or months at a time, so they knew the importance of not letting things slip behind because then it would become a Code Enforcement issue and then they would be dealing with it with from, another department. Mayor Wood stated they would do everything in their power to make sure no trash was left behind.

Matt Lentsch, Executive Director of Development and Governmental Affairs, spoke in favor of **RESOLUTION R2024-22**. Mr. Lentsch stated they as a city and as utilities had very high standards and this was the only part of what they did in terms of utilities and as a city that they farmed out. Mr. Lentsch stated they supported their citizens whether it was electric, water, or wastewater, you could count on the water to be on when you turned on the faucet and the electric to go on when you flipped the switch, and you could count on the waste to be gone when you flushed the toilet. Mr. Lentsch stated as they looked at this, they didn't just look for someone to pick up the trash and recycling, but they also looked for a really deserving partner that would enhance the quality of life for their residents, and he believed Waste Management fit that bill. Mr. Lentsch stated they had really worked with them, and they had met their challenges and questions and their asks, were very forthright, and had really come through. Mr. Lentsch stated it

had been a grind, but he believed at the end of the day that they had the very best agreement contract possible to serve the residents of Mishawaka well. Mr. Lentsch stated WM had a customer first approach and WM was known for prioritizing customer service which aligned perfectly with Mishawaka's emphasis on providing responsive, high-quality services to its residents with a proven track record addressing customer concerns. Mr. Lentsch stated WM would ensure that issues like missed pickups or service disruptions were resolved efficiently. Mr. Lentsch stated the contract offered a range of services beyond basic waste collection including weekly solid waste, recycling, bulky waste, and green waste collection. Mr. Lentsch stated the broad scope ensured that all types of waste generated in the community were handled efficiently, minimizing the needs for residents to seek additional services elsewhere. Mr. Lentsch stated WM had extensive experience providing environmentally sound waste disposal or recycling services and their commitment to sustainable practices were essential as Mishawaka looked to reduce its environmental footprint and continue its green initiatives. Mr. Lentsch stated WM's service model ensured all residential waste was collected on the same day of each week, simplifying the process for residents. Mr. Lentsch stated their introduction of two new 690-gallon carts for waste and recycling ensured standardized services and reduced potential confusion. Mr. Lentsch stated the contract's commitment to leaving no trash behind demonstrated a high level of cleanliness and attention to detail, which he thought was paramount in Mishawaka. Mr. Lentsch stated the contract included detailed provisions for handling additional waste, missed pickups, and overage, ensuring residents had clear guidelines and resources for service-related issues. Mr. Lentsch stated flexibility was key to maintaining satisfaction with waste over time. Mr. Lentsch stated with a term of five and a half years and options for extension, this agreement fostered a long-term relationship between WM and the City of Mishawaka line for continued refinement and adaptation of services to meet the evolving needs of the community. Mr. Lentsch stated approving the contract from his perspective meant securing a trusted partner with the infrastructure expertise and customer service-oriented nature that Mishawaka deserved. Mr. Lentsch stated the agreement ensured that the city was not just contracting for waste services but also entering a partnership that enhanced the quality of life for its residents. Mr. Lentsch stated he and the rest of the staff on hand that evening would love to address any questions or issues that the Council had.

Mr. Banicki stated since there was going to be an app for complaints or calls directly to Waste Management, right now the city knew the complaints and problems that they had. Mr. Banicki asked if there was a system in place where they would get a report whether it be monthly or quarterly on the types of complaints that were being made. Mr. Banicki stated they needed to be able to track if in fact the new service was doing well. Mr. Lentsch stated that was something they were having conversations about and that would be something they would work out definitively. Mr. Lentsch stated he was right in saying they should have that reporting and they would work with WM to get that information.

Mr. Mammolenti stated should this get approved, he highly recommended that the administration or anybody from the city side work with WM and do a side-by-side education for their residents to show them what their old contract looked like versus the new contract in simpler and more

understanding term to give them a snapshot of things that may have changed or remained the same. Mr. Lentsch stated that was something that WM did, and they were going to be a terrific partner with this, and they would be putting the similarities and differences into a communication form and would get it out on their websites, through social media, and to their residents in any way possible that they could. Mr. Lentsch stated there were a number of different ways they could and would get that information out and would make sure the information was correct and done well for their residents. Mr. Mammolenti thanked Mr. Lentsch for that commitment.

Chris Jamrose, Director of Engineering, spoke in favor of **RESOLUTION R2024-22**. Mrs. Jamrose stated WM was the apparent lowest and most responsible bidder and they discussed that at their informational meeting on September 16th. Mrs. Jamrose stated they had a wonderful meeting then expressing lots of good questions and she just wanted to go through and highlight the level of service that their citizens were going to expect going forward with WM. Mrs. Jamrose stated the 96-gallon cart was meant to be commingled with refuse and green waste and the industry at that point said commingling was the best way to handle it at the landfills and the best way to handle it to have less problems at the curb. Mrs. Jamrose stated across the board, all three bidders had that impression and hoped the city would adhere to that and they did as they put that in their bid and they also said at the end of the day, it would save their citizens some and she did believe that was the case. Mrs. Jamrose stated they chose to do recycling, and they decided to stay with the same service that they currently had, which would be weekly, so the difference between the commingled waste and the recycling was that it was two large 96-gallon containers. Mrs. Jamrose stated right now out in their city, you saw a combination of 64-gallon or 96-gallon for recycling or waste, and it was a mess out there, so they were trying to standardize what they had out there going forward and the two large items, that was what they had at that time and what they included in the bid. Mrs. Jamrose stated they kept it that way because you may have a box spring and a mattress or a washer and a dryer, so they felt this was the best way to have no trash left behind and that was kept in place. Mrs. Jamrose stated the difference between the current supplier and WM was that they did have a separate truck that would come around on the same day later on, so it was similar to what they had at that time with a bit of a different method. Mrs. Jamrose stated you would also be able to bundle limbs as was possible with the current supplier and they would be continuing it as an offering. Mrs. Jamrose stated you would also be allowed one bag of overflow at no more than 40 pounds and it could go next to the cart. Mrs. Jamrose stated going forward, they were trying to keep sustainable and trying to keep the average citizen able to fit their waste in the 96-gallon cart. Mrs. Jamrose, if you were to end up with more than that, you had the ability to get a second cart if you wished and they also defined that value, and it would be between WM and the resident. Mrs. Jamrose stated it was very reasonable and if you were a senior, it would be \$7.39 a month. Mrs. Jamrose stated the regular basic rate was \$9.74 a month to get that extra cart and you would not have to worry about excess trash next to your cart. Mrs. Jamrose stated WM was present that evening if they had questions.

Mr. Mammolenti asked regarding the weekly, biweekly, or bimonthly recycling, would it be possible from an administration standpoint to give their residents the option where they could sign up only having their canister for a certain amount of time and have the canister designated with a sticker or a different color lid perhaps to show which option they would like. Mrs. Jamrose stated they were trying to keep the cost down and standardize to change out between biweekly and weekly. Mrs. Jamrose stated she thought it would be expensive and difficult from a dollar standpoint and it was not included that way, it would be one or the other and not both.

Mr. Violi asked a question regarding bulk and since they had a separate truck for that, should they make sure as citizens that if they had bulk items to call WM and if that was correct. Mrs. Jamrose stated they talked about this recently and it was kind of in case they forgot, and it was their intent with no trash left behind that the truck would also be able to radio it in if there were bulk items. Mrs. Jamrose stated this was a transition plan and with the educational items that were brought up, there were lots of things they had to work out themselves and that piece of information they said yes that they had the ability to be able to make sure that they did not have any trash left behind if they could call ahead from a truck standpoint or a citizen letting them know. Mrs. Jamrose stated in both cases, they would have an app and have the telephone number to call and the driver. Mr. Violi asked, since the WM trucks would have cameras, if someone called for their trash to get picked up and they do not have it out, would they incur a fee since they forgot to put their trash or recycling out or would there be no fee. Mrs. Jamrose stated if they did not put it out, then they would not go back and the trash trucks had nine cameras and she believed if there was a miss on Waste Management's part, they would be back within 24 hours of the call.

Mr. Carroll stated the 2nd District, and he was sure some others had unique properties, and they wanted to make sure that there was no disruption to folks' service who did not have access to the curb or their waste. Mr. Carroll wanted to make sure that was agreed upon and asked what the process looked like for somebody who may say that the truck came by and did not pick up anything. Mr. Carroll asked who they would contact and who was ultimately responsible for letting WM know this was a street where they would have to get through a narrow alley. Mrs. Jamrose stated that was one of the first items she meant to cover and with part of the bid, they distributed day of service and there were three locations in the city that were alley only pickups and they did not change any of those. Mrs. Jamrose stated they were the same they had been since 2008 with the locations being in the Milburn area, around Mishawaka high School in the Linden area, and up in the Grove area across the river. Mrs. Jamrose stated those folks who had their trash picked up in their alley, it would continue to be picked up in their alley. Mr. Carroll asked if there was any issue with that, who would they direct that towards. Mrs. Jamrose stated it would likely be a combination of Tim Ryan and herself who would address those types of issues.

Mrs. Voelker stated she had been looking through the resolution and she had seen under Exhibit D the list of bid exceptions and she was confused by the whole list. Mrs. Voelker asked if these were things they talked about at their last meeting that had been clarified. Mrs. Voelker stated the second one, contractor took exception to including commingled grass clippings, sod, earth, and

rocks inside waste cart. Mrs. Voelker asked if that meant they could or could not put grass in the cart. Mrs. Jamrose stated that was an extensive conversation regarding sod and rocks because they did not want to have a container full of someone's rocks and they did not want a container full of glass either as that should be recycled. Mrs. Jamrose stated Michigan, for example, did not want to comingle whereas in Indiana comingling was encouraged and grass clipping helped the process. Mrs. Voelker stated to her, then that was a problem. Mrs. Jamrose agreed with her and stated that was one that did not get caught. Mrs. Voelker stated it also said towards the bottom of the resolution that issues would be revised in 24 hours by the end of the next business day. Mrs. Voelker asked if they were saying that if there was a problem, would it be taken care of in 24 hours or by the end of the next business day. Mrs. Voelker stated the wording was confusing to her and she also stated the other problem she had with the list of exceptions was that she did not know where it corresponded to the agreement, so it was hard for her to find the exception in the agreement itself, because it seemed like sections did not match with the document she was looking at. Mrs. Jamrose stated those exceptions were within the bid itself and that was how the document had it written and they were submitted with their bid. Mrs. Voelker asked about dog waste being put in bags into trash carts and in the resolution, it said it was not acceptable. Mrs. Voelker asked if Mrs. Jamrose just knew that was going to happen even though it was deemed unacceptable. Mrs. Jamrose stated yes. Mrs. Voelker stated for her just looking at the contract, she would really like to see Exhibit D gone through carefully before the contract was signed. Mrs. Jamrose stated she completely agreed with her, and they did have attorneys sitting in with a page and a half of exceptions when they started and now, they were down to three quarters of a page, but she was absolutely right. Mrs. Voelker stated it still looked like they were not coinciding. Mrs. Jamrose stated she was one hundred percent right. Mrs. Voelker thanked Mrs. Jamrose.

Mr. Hixenbaugh expressed his appreciation for her, Mr. Lentsch, Mr. Roggeman, and Mr. Ryan for their hard work on this and he knew she took a leadership role in the process and put a lot of time and effort into it. Mr. Hixenbaugh stated one of the things that he knew from prior conversations with her was that regarding the bids that she and others worked long and hard on the bid specifications that went out to the world at large and WM and others responded to. Mr. Hixenbaugh stated if he understood correctly, those bids were written with the anticipation on the part of the city that the level of service that they currently enjoyed as residents of Mishawaka would be maintained by whomever would be the successful bidder at the end of the process and asked if that was correct. Mrs. Jamrose stated that was correct. Mr. Hixenbaugh asked as they stood there that evening if it was the administration's position that WM met that goal and that if they were awarded the contract would be able to meet the service expectations for their residents regarding the contract. Mrs. Jamrose stated yes, she agreed with that. Mr. Hixenbaugh stated one of the other things he knew from prior conversations with her that was important in the process was to generate some internal efficiencies with regard to the city's involvement in the trash and recycling contracts so that whether it was Mr. Ryan and the people that worked for him in Central Services or Mr. Lentsch and the people that worked for him in the Utilities Department that they were not fielding as many of the day-to-day phone calls, not that they did not want to know what was going on but they hired an outside vendor for a reason and they wanted them to

be accountable for the actions that they took or did not take. Mr. Hixenbaugh stated that was also a goal to improve the internal service metrics so they would not have to do the jobs of the vendors as frequently over the course of time and asked if that was accurate. Mrs. Jamrose stated that was very accurate. Mr. Hixenbaugh asked if she believed WM in their response also was hitting the mark regarding their commitment to meeting those service requirements not to the residents but indirectly to the residents by virtue of how they interacted with their administration. Mrs. Jamrose stated she agreed with that one hundred percent and in talking through all of the exceptions and understanding how the organization did work, they were very professional and you could tell they were a publicly traded company just with how they originally brought along the informational website or portal and they said they wanted to generate that just for Mishawaka just to make the education available and if they had an issue or wanted to change out their cart for whatever reason, they basically said they did this for a living. Mrs. Jamrose stated they were very forthcoming with some of their ideas to make it easier for their citizens, so she absolutely agreed with his comment. Mr. Hixenbaugh stated he believed she explained that the business exceptions were WM's response to the bid specifications, not necessarily an exception to the contract claim and asked if that was correct. Mrs. Jamrose stated that was correct and they were truly about the bid specifications and that was what the pages corresponded to. Mr. Hixenbaugh stated it was his understanding that the list that was reflected in Exhibit D, those were the bid exceptions that reflected what the city was willing to agree to that then was incorporated in the contract language, but there was a longer series of exceptions through her interaction with WM, the city was unwilling to agree to and those fell by the wayside and asked if that was accurate. Mrs. Jamrose stated that was correct and those were stricken from the list of exceptions. Mr. Hixenbaugh stated focusing on the Exhibit D, that exhibit was reflective of concerns about the bid specifications that were expressed by WM but they may or may not want those specifics set out in Exhibit D and they may or may not be reflected in the contract language and it was the contract language that set the stage for the outlines legally of their relationship and asked if that was correct. Mrs. Jamrose stated absolutely. Mr. Hixenbaugh asked Mr. Trippel, Council Attorney, if he agreed with the underlying factual basis within his questions and that it was the contract language itself that would govern the relationship. Mr. Trippel stated that was his understanding. Mr. Hixenbaugh asked Mrs. Jamrose if she was the appropriate person he should ask to address the cost that was going to be the result of the approval of the contract that was going to be paid by their individual residents or was someone else going to be talking about cost. Mrs. Jamrose stated she could talk about that and right now, they decided by the Council's direction to go with the average cost over the five and a half year contract as opposed to increment increases every year, so the average cost plus the fee for their billing of each of their residents, the basic service was \$21.69 per month and if you were a senior, that was reduced to \$17.55 a month, and if you had an additional cart that you decided to purchase, you could arrange for an additional cart for \$9.24 per month directly with WM and that was for the basic service and if you were a senior, that service would be \$7.39 per month billed directly between their citizen and WM. Mr. Hixenbaugh stated so, both of their bids and this contract anticipated that WM would be their contractor for trash and recycling services for five and a half years and asked if that was correct. Mrs. Jamrose stated that was correct. Mr. Hixenbaugh stated with, the amount that would be paid would not increase over the course of that five-and-a-half-year

timeframe and that it was going to be a flat rate for basic residential service and the senior rate that she just articulated and asked if that was correct. Mrs. Jamrose stated that was correct on both points and it was meant to be steady for a full five years and 6 months and this would expire June 30, 2030. Mr. Hixenbaugh stated that was in fact their current relationship with their current trash and recycling vendor and asked if that was correct. Mrs. Jamrose stated that was correct and it had been that way since 2008. Mr. Hixenbaugh stated if he remembered the information shared at the informational meeting with the Council correctly, that it was becoming more of an industry trend and asked if that was the understanding. Mrs. Jamrose stated in Northern Indiana and their communities, yes but in parts of Michigan, possibly not. Mr. Hixenbaugh stated the numbers she cited both for the basic residential and senior rates, those were increased rates compared to the rates their residents were currently paying and asked if that was correct. Mrs. Jamrose stated they were. Mr. Hixenbaugh asked what the rates were that their residents were currently paying. Mrs. Jamrose stated they were currently at \$15.66 a month for the regular rate and the senior rate was \$12.74 a month. Mr. Hixenbaugh stated if memory served, those rates had been in place for an extended period and his recollection was that it was at least five years, if not longer, that those current rates had been in place and asked if that was correct. Mrs. Jamrose stated that was correct. Mr. Hixenbaugh stated their current vendor also responded to their bid specifications, so Republic Services responded to their bid specs and his understanding was their current vendor came in with the highest amounts that their residents would be asked to be paid if they were awarded the contract and asked if that was accurate. Mrs. Jamrose stated that was accurate and their average for Republic for the basic rate would have been \$27.28 and the senior rate would have been \$22.02 over the life of the contract. Mr. Hixenbaugh stated to summarize, while admittedly WM's response anticipated a rate increase, Republic, their current vendor responded with an even larger proposed increase if they were to remain in service and asked if that was correct. Mrs. Jamrose stated that was correct. Mr. Hixenbaugh stated regarding the service itself, he believed that he was on solid ground to say that most of them on the Council had heard from all corners of the city about concerns about the level of trash and recycling pickup and service that they received going back a year or more from their current vendor. Mr. Hixenbaugh asked if the administration had received similar concerns regarding the quality of service because of their current vendor. Mrs. Jamrose stated yes, they had in many of their offices heard complaints as she had gotten them along with Tim Ryan and his office as well as Matt Lentsch and his office. Mr. Hixenbaugh thanked Mrs. Jamrose for the hard work she had done on this and her patience with the Council that evening as they asked her multiple questions, but he appreciated the information she shared.

Mrs. Voelker stated her questions certainly did not reflect any lack of appreciation for the hard work she and everyone else involved did on this and she wanted to apologize if she was too direct. Mrs. Voelker asked what the age of senior was. Mrs. Jamrose stated 65. Mrs. Voelker stated she was looking at the ancillary fees and was wondered if there was a mistake as it did not make sense to her that in year one, the senior additional cart would be \$9.75 and then in year two it would be \$7.02 then be \$7.30, \$7.59, \$7.90, and \$8.21 in the years following. Mrs. Voelker asked why it started at \$9.75. Mrs. Jamrose stated that would be a question for the WM representatives but if you looked at the math, they had averaged over the years to get to the

\$7.39. Mrs. Voelker stated she understood that, but it did not make sense to start at \$9.75 then drop to \$7.02 because the ramp up for all of the other services started low and then went up but this one was different. Mr. Hixenbaugh thanked Mrs. Voelker and stated for the record that he thought her questions were very appropriate and had no need to apologize.

Mr. Emmons asked if he heard Mrs. Jamrose right that when they put out the specs for them to bid that she wanted them to continue the same services that their residents had enjoyed over the life of their previous contract and if that was correct. Mrs. Jamrose stated the same services with no trash left behind would be the same, but it was going to be different in that if they did the same services, they would be at the \$27 value that Republic put in and she was trying to keep their increase down by having the standard typical 40-foot lot that they had throughout the city. Mrs. Jamrose stated they were a small enough lot that they would not generate the green waste that was done on the larger lots. Mrs. Jamrose stated going through the city, most of their citizens would be easily able to use the 96-gallon without having any extra and by keeping the standardized size, which made the pickups mechanical and kept the costs down. Mrs. Jamrose stated every time you could do a mechanical collection, the costs were more beneficial from their standpoint as a citizen and the increases would not go up as much, so that was what she learned talking to all the servicers before she was putting the specs together and that was why it was written the way it was. Mr. Emmons stated he appreciated that, but he was confused with some of the things within the proposal of the contract and he had not had time to go through the whole contract because he had just received it that day at 2PM so he was not familiar with everything in it but he noticed a few things he heard from the last informational meeting from the gentlemen representing WM that was not true in the proposal and he was concerned about that. Mr. Emmons stated when he asked about an extra container, they said it was fine and they could dump it but now in the contract, it said that they were going to be charged for it and asked what the difference was in having three carts versus two carts and then setting out trash bags. Mr. Emmons stated he did not understand that and to him, it was more work for the company to get out of the truck, pick the bag or bags up, throw it in, and dump it. Mr. Emmons stated he did not understand how that would be more convenient for them than just dumping into another trash container with the arms they used on the truck. Mr. Emmons stated he was confused from what he was reading in the contract to what the gentlemen told him at the last meeting and was just trying to get it clarified. Mrs. Jamrose stated the bid was one 96-gallon waste and commingled container and the occasional one overflow bag at 40 pounds and that was the bid. Mr. Emmons stated he was confused because he did not answer his question that way and did not say anything about that and in fact said they could dump that container for them and that was what he was trying to get clear. Mrs. Jamrose stated in the discussions, it would be the mechanical that would lift it up, dump it, bring the mechanical down, then they would take whatever bag was there, put it in the trash can, bring it up, and dump it, but you did not want that to become perpetual. Mrs. Jamrose stated that was when the extra cart would come into play and if you had 15 yard-waste bags, for example and you were all over the city with your trash because it was blowing around then yes, you needed to get an extra cart. Mr. Emmons stated he picked up his grass clippings and there was no way he could put them all in one bag. Mrs. Jamrose stated he would need an extra cart then and the tried to keep it as lean as possible because the majority of their citizens

had the smaller footprint of a lot, and this kept grandma from subsidizing the larger lots. Mr. Emmons stated he had no problem purchasing an extra container and he already had his own personal container he bought, and he put it out with the others and the other company went ahead and dumped it as well. Mrs. Jamrose stated she was told that the equipment was different from the prior vendor, and they were trying to keep people safe, and their worry was when you did not use their equipment, something could come loose and potentially fall on someone as they lifted it. Mr. Emmons stated he was just trying to get it clarified what he was told at the prior meeting versus what the contract said. Mr. Emmons stated he would be in line for another container when the time came. Mr. Emmons asked if he had three containers out if they would be dumped every week. Mrs. Jamrose stated yes, at an additional cost. Mr. Emmons stated he did not understand why they would be charging other people more for a single dump versus two or three dumps. Mrs. Jamrose stated they defined the one bag because there was that anomaly that somebody could have a graduation party and that was why they did that just so that if it was something perpetual then yes, then they would define the perpetual as three out of four weeks of more than one bag and they tried to level the playing field. Mrs. Jamrose stated the transition, the transition plan, and education was key and letting their citizens know that they fiscally had them in mind was important. Mrs. Jamrose stated this kept the regular 40-foot lots, 44-foot lots in something that was a reasonable price for trash collection. Mrs. Jamrose stated for the larger folks, it was defined what the totes could be. Mr. Emmons asked if they were penalizing people with larger lots. Mrs. Jamrose stated if you did not mulch, you could have more issues, but some people mulched, and some did not. Mr. Emmons asked if all the prices were based on just the small lots, then the people who had larger lots in the city would be penalized and would have to pay more because of the grass clippings from their yard or whatever. Mr. Emmons stated that was all he wanted as he just wanted clarification regarding what the WM representatives said and what she said but he had some concerns from what he read. Mr. Emmons stated he appreciated what Chris had done and her work on it as he knew it was time consuming and she put a lot of effort into it.

Mr. Mammolenti stated years ago, he thought he remembered that their current vendor contractually would only pick up the bin and nothing around and asked if that was correct and they just had been doing it anyway. Mrs. Jamrose stated that was correct and they had a front bin that was low so that their driver or secondary person that rode with them got out and dumped whatever was there in that low bin and then at some point, it would get full enough that they picked it up and dumped it into the back of the truck. Mr. Mammolenti asked, contractually, if they were not required or obligated to pick up additional bags. Mrs. Jamrose stated they were not.

Mrs. Voelker stated she was talking about all of the extra bins too at their informational meeting and another way to look at it was that she did not think, as a homeowner, they would be penalized to get a third bin and in all honesty, the 40-foot lots had been subsidizing her with a large lot so it made more sense for someone with a large lot like she had, had to pay their fair share. Mrs. Voelker stated they would be getting a third bin.

Mr. Violi stated he also noticed the \$9.75 Mrs. Voelker referenced earlier and he believed that was a typo as he did the math and thought it was supposed to be \$6.75. Mr. Hixenbaugh thanked Mr. Violi for that clarification.

Doug Reams, Area Sales Manager for Waste Management 20645 West Ireland Road South Bend, IN, 46614, spoke in favor of **RESOLUTION R2024-22**. Mr. Reams thanked them for all their questions and clarifications that they had expressed that evening, and they were excited about starting this contract with their approval. Mr. Reams stated they were positioned with new trucks with new containers with the technology they had talked about in the informational meeting to set up a local website to provide the citizens and residents of Mishawaka with that accessibility to ensure that they had the best solution available. Mr. Reams stated they would also be working with the city and their departments to work on a transition plan to provide educational material, not only at the cart level, but to the resident, with social media and they had those vehicles in which to do that very easily. Mr. Reams stated they were well equipped to start the contract at the end of January if approved. Mr. Reams stated he was happy to answer any questions the Council had and express any concerns they had as well.

Ms. Hahn asked when he talked about the educational piece if he could give her an example of something that they had used in the past. Mr. Reams stated one of the things they had done in the past was cart hangers and they were able to customize those for any city and had the capability to do so. Mr. Reams stated as the carts were delivered, the cart hanger gave informational guidelines to the resident with a before and after scenario snapshot. Mr. Reams stated they had done social media events where they had put it on Facebook and shared it with the city to provide that level of detail. Mr. Reams stated in addition to that, they would put that on their website and would have a widget that would link to their website that would be the actual local page for Mishawaka. Mr. Reams stated they had also done informational flyers that they had mailed out to the residents, and they could do it really at the Council's leisure. Mr. Reams stated they found that the best solution was the cart hanger, because it went to the resident's address whereas if you got mailed, sometimes it would either not be read or put in the junk pile or would go into recycling. Mr. Reams stated social media and cart hangers were the best opportunities for them to communicate directly with their residents. Ms. Hahn asked if the cart hanger was something that somebody could keep and hang on their fridge or if it was going to be cardstock. Mr. Reams stated it was cardstock that would be available and be in a plastic container, so it was away from the elements. Ms. Hahn asked if that was all included in the contract and bid and if it was not going to be an additional cost. Mr. Reams stated it was all part of their program and prior to the contract start date, they would share the transition. Mr. Reams stated they had given a sample transitionary plan to the team already, but they would get that in place prior to the contract start date.

Mr. Carroll asked what the first-year numbers should be. Mr. Reams stated there was a typo in those numbers and it was the average price of the senior rate if that was what he was referring to and \$7.39 was the average for the senior rate. Mr. Carroll asked if he knew what the first-year

cost would be. Mr. Reams stated he could get that for them but there was a typo there and thanked them for bringing that to their attention.

Mrs. Voelker stated with other trash and recycling companies, they had a label on the top of the bin that showed what could and could not be disposed of in it and asked if that was something they did. Mr. Reams stated it was and that would be part of their proposal and bid. Mr. Reams stated it would be hot stamped into the top of the lid, so residents would see what could and could not be recycled in the preparation to get the guidelines. Mrs. Voelker stated to her personally, pictures would be very helpful because she did not know, for example, what a polystyrene was among the things on the list of can and cannot. Mr. Reams stated their recycling bins would have yellow lids and their trash bins would have green lids, and they would be hot stamped.

Mrs. Hazen stated she was interested in what the transition would look like and did not know if they could share that with them yet but asked if they were going to have four bins sitting outside their house and for how long. Mr. Reams stated they were working on it and already had initial conversations with their vendor and they utilized a company called Cascade Engineering and they utilized an eco-cart which was made out of recyclable material, so they already had those sustainable functions in place. Mr. Reams stated they would start the transitional plan in mid-December to have that cart delivered and work with the current provider they had to get those carts removed. Mr. Reams stated their plan was to have all the carts delivered before the first of the year and start fresh on the first of the year. Mr. Reams stated their vendor would have staging areas throughout the city that they could provide with the city departments, and they would have crews that would deliver those carts within two weeks. Mr. Reams stated they would deliver 28,000 carts in two weeks. Mr. Reams stated they were big deployments, but they had done them before. Mr. Reams stated they also had a system called cart logic where they had physical addresses in hot stamps with RDFI codes of every home that they delivered to, so if there was ever a question or somebody was away for the holidays or away from their homes, they could tell where that cart was delivered and when it was delivered.

Mr. Carroll asked when he was talking about hot stamping and prohibited items, if they were going to work in conjunction to use this as an opportunity to let people know where they could take the materials that they did not want. Mr. Carroll stated most people in the area had no idea that just down the street, they could go dump a TV or a can of gasoline or whatever it was. Mr. Carroll asked if there was an opportunity for that here. Mr. Reams stated they could look at that and did not know if they could put that in hot stamp form, but they could certainly put that as part of the local website with attachments that would highlight opportunities to recycle their materials.

Mr. Mammolenti stated he was sure they could all expect it to be kind of clunky at first and asked for some grace from some of their residents if there happened to be a pile up and there happened to be multiple bags outside in the first week or so to just give them some grace as this transition continued. Mr. Mammolenti asked with the phone app if they would be able to do push

notifications. Mr. Reams stated they would and if the resident signed up for that, they could do push notifications. Mr. Mammolenti asked if it were possible and if they would be willing to prior to holidays do a push notification because he knew he received a lot of questions during the holidays on when the trash was coming and if that could be done, that would be greatly appreciated. Mr. Reams stated part of their initiative and what they did was they did an out-dial campaign on every holiday that was out there because they understood that residents may forget they would be a day behind because of the holidays. Mr. Reams stated they did push notifications already and would utilize the out-dial campaign. Mr. Reams stated they currently managed about 20,000 calls a week that would come through the call center, and they would manage those through a big team that also had the reporting capabilities to manage customer requests.

Mr. Violi asked if they had drivers ready or were they going to be trying to hire drivers from Republic or how was that going to look and would that muddy the waters in the transitional period. Mr. Reams stated they had already started the hiring process to prepare for everything and they were always looking for new talent so if there were Republic drivers that would like to apply, they would certainly welcome that. Mr. Reams stated they did have trucks in place and would be ready to go with hiring and have staff available. Mr. Violi asked if he was confident in that phase of the transition and would be okay. Mr. Reams stated yes and like Mayor Wood mentioned earlier, all transitions were a little bumpy sometimes but, they had done this before and were confident.

Mr. Emmons asked for the people who wanted the additional container, how would they go about getting those so that they could have that dropped off when the other two containers came. Mr. Emmons stated when their trash company came in, he would like to have the same service that he had currently and there were other people in the city that wanted the same thing and had three carts out. Mr. Emmons asked how they would sign up so that when they made a delivery with the WM carts, they got the three carts. Mr. Reams stated they would call their call center, and they would set up that service for the residents and get that cart established and delivered right to their home. Mr. Emmons asked about the 40-pound limit and if that was per bag. Mr. Reams stated that was correct. Mr. Emmons asked what happened if you were to have four or five 40-pound bags out there and how the customer would be charged for that. Mr. Reams stated according to the agreement that they had talked about with Chris and Matt, they would collect one extra bag. Mr. Reams stated they were going off the contract and the agreements in front of them as they spoke, which was one extra bag that was going to be outside of the cart that they would collect. Mr. Emmons asked what happened if the contract were delayed for 2 weeks and if that would create a problem for them. Mr. Reams stated they preferred to have it as soon as possible to give them enough timing to move forward, but they would still be okay in the transition if they went ahead and pushed it back to the 28th. Mr. Emmons stated he asked that because he had not had the chance to thoroughly read the contract that was proposed, and he was sure there were other council members that did not have the time to digest it. Mr. Reams stated it was not ideal, but they understood that and certainly would be prepared even if the vote for it was held on the 28th.

Mr. Carroll asked with the trucks being different and they would be loading from the side rather than the front, if that created a width issue compared to the Republic trucks. Mr. Reams stated no, and it would be the same arm grabbing the containers that went on the side. Mr. Reams stated what they found with the side loading trucks, they did not see as much spilling occurring because it went right up the top and it was condensed, so therefore you were not seeing that wind that would go over how you saw in the front load trucks and that was why they utilized that. Mr. Reams stated specifically when you were utilizing recycling, they were asking the resident to put it in loose and that was why they went to the automated side loaders for that reason. Mr. Carroll stated he mentioned that just because the alleys that they would be responsible for were very narrow, especially in the winter and hopefully that would not create an issue with them being about a foot within the garages in that area. Mr. Reams stated they would be very close, but he would be surprised with what their drivers could do and their district manager had already assessed and gone through all the alleys in Mishawaka, so their operations team had assessed the capabilities of that area.

Mr. Emmons asked with the vehicles that picked up the trash if there was an arm that came out or was it just that it went up and it hooked. Mr. Reams stated it was both and the arm did go out and then clamped on the container and then picked it up and went up and over.

Mr. Hixenbaugh appreciated their patience with them and the information they shared he acknowledged their willingness to listen to what they had to say at the informational meeting and reflect in the contract in front of them some changes from the original draft that they put together, so that did not go unnoticed. Mr. Hixenbaugh went into a quick summary to try to hit the essentials of what trash and recycling service would look like if this contract were approved. Mr. Hixenbaugh stated effective January 1, 2025, if they partnered with them, as referenced by Chris Jamrose earlier, the rate for trash and recycling service would increase to \$21.69 per month as the basic rate and he wanted to talk about what people were going to receive for that rate. Mr. Hixenbaugh stated in general, they were going to receive weekly trash and recycling services and asked if that was correct. Mr. Reams stated that was correct. Mr. Hixenbaugh stated they would have two bins, two 96-gallon bins that they would have available to them put out in front of the curb of their house or in the alley for those three areas that were going to maintain alley service and asked if that was correct. Mr. Reams stated that was correct. Mr. Hixenbaugh stated regarding trash removal, in addition to the 96-gallon that they were going to be able to put out to the curb or the alley, residents were also going to be able to put one bag of additional refuse no more than 40 pounds each week and asked if that was correct. Mr. Reams stated that was correct. Mr. Hixenbaugh stated residents also could have on a weekly basis two bulk items like a bookcase, furniture, or a couch put out on the day that the trash was going to be picked up and asked if that was correct. Mr. Reams stated that was correct. Mr. Hixenbaugh asked if they had to call WM in advance for that bulk pickup or if their truck that picked up the trash then would call back and dispatch another vehicle to pick up that bulk item. Mr. Reams stated they would dispatch the vehicle to pick up the bulk item. Mr. Hixenbaugh asked if he then would not have to call them, that would get taken care of, and his obligation would be to just put that bulk item out to the curb. Mr. Reams stated that was right. Mr. Hixenbaugh stated regarding grass clippings, he

knew in the contract it said he could not put boulders or concrete and things of that nature in the bin, but his grass clippings could commingle or be mixed with his garbage and that could be pushed down to the curb each week asked if that was correct. Mr. Reams stated that was correct. Mr. Hixenbaugh stated and if he had that overflow with the extra bag, it could be no more than 40 pounds that he could put out as well and asked if that was correct. Mr. Reams stated that was correct. Mr. Hixenbaugh stated the only limitation he saw in the contract regarding that commingling or anything that was an allowable bit of refuse that he was going to put into his container was that it could not be two times the capacity of that 96-gallon container at 192 pounds. Mr. Hixenbaugh so, if he could get it in that container and it was not more than 192 pounds, he could mix the grass clippings in with his trash and get it out to the curb and they were going to take it away and asked if that was correct. Mr. Reams stated that was the capabilities of their arm to pick up the material and that was correct. Mr. Hixenbaugh asked if that were an accurate 30,000-foot overview and summary of what their residents would enjoy in terms of their service if they approved the contract. Mr. Reams stated he agreed and not only with the additional technology that they would provide to the residents for kind of self-service but also the heavy utilization of their call centers. Mr. Hixenbaugh appreciated his help in summarizing that.

Mr. Violi asked for clarification if the grass clippings could be loose in the container. Mr. Reams stated that was correct.

Mr. Carroll asked if they had something that was categorized as a natural disaster with flooding, a tornado, or that type of thing, would they work with the city in a scenario like that. Mr. Reams stated absolutely and they had what was known as a green team and what green teams did was dispatch out for national disasters, like Milton down in Florida, they had a number of their trucks and drivers that were actually going to Milton to that area to help provide service for the hurricane, so if something were to happen in Mishawaka like that, they would be able to do that and dispatch a team out.

Mrs. Voelker asked about the Bagster program and if they could tell them a little bit about how that worked. Mr. Reams stated the Bagster program was unique to WM, and it really was a dumpster in a bag was what it represented. Mr. Reams stated it was a bag that you could buy at any of the local hardware stores, Home Depot or Lowe's, and it was \$29.95 a bag and it was meant for small cleanup or projects for renovation projects, for example as opposed to the big roll off dumpsters they would see. Mr. Reams stated this was a dumpster that would actually hold 3,000 pounds and you could set it out by their curb or their driveway and had a truck that was very similar to their bulk truck that picked it up and lifted it up and put it away and it was all done online. Mr. Reams stated there was a QR code that was established in the literature and when you bought the bag, that actually would go to their website and it would give them the kind of collection cost of servicing it and you could schedule would wanted it to be. Mr. Reams stated what they had done in other cities like Mishawaka was they had used it for kind of special projects or for Code Enforcement and there was another project they had done it for when people were being evicted from their home and utilized with the departments to help with the eviction

projects and those types of things that would help with those and they could give those to the city. Mr. Reams stated that was available now in Mishawaka and they had just opened that area recently and it was now available in South Bend and surrounding areas. Mrs. Voelker asked if they were to continue their current contract, would that program be available and could they still buy that. Mr. Reams stated they could, and it was not specific to the contract.

Mr. Emmons stated since the people from WM said that they would be able to delay the vote on the contract without any problems, he made a motion that they postponed the vote on the resolution and contract until their next regularly schedule council meeting on October 28th. With a second from Mr. Mammolenti and he stated he seconded the motion so that they could give their fellow colleague the opportunity to dig more into the contract that they had received and wanted him to feel comfortable and confident with it going forward. Mr. Hixenbaugh echoed Mr. Mammolenti's comments and stated he was prepared to move forward with it that evening, but it had long been his practice that if a colleague had the desire in the short-term to have more time to process the information, he was willing to support that. Mr. Hixenbaugh did think though that time was of the essence with this matter and one way or the other, they needed to vote on this on October 28th to allow for the best possible transition, so while he would support the motion that evening, his hope would be that they could take it to a vote on October 28th.

Question was called for the motion under **RESOLUTION R2024-22** at 8:06PM. A roll call vote was held for the motion under **RESOLUTION R2024-22**, and the motion passed unanimously, 9-0. Thus, the matter was postponed to October 28th.

Clerk Boston read the following proposed ordinance by title and opened the public hearing.

PROPOSED ORDINANCE NO. 2024-24

AN ORDINANCE FOR APROPRIATIONS AND TAX RATE

Civil City Budget for 2025

Public hearing – NO VOTE

Rebecca Maguire, City Controller, spoke in favor of **PROPOSED ORDINANCE NO. 2024-24**. Mrs. Maguire stated this was the culmination of their budget process for 2025. Mrs. Maguire thanked the Council Budget Committee, all their department heads, and Deputy Controller Kayla Yoder for all the work that was put in on this collaborative process. Mrs. Maguire gave an overview of how they got to their budget numbers for 2025 with a PowerPoint presentation. Mrs. Maguire stated for the budget process, in early July they did estimates on revenue and receive budget requests from departments, followed by the compilation of the drat budget, individual department meetings with the Mayor, they worked on their personal services and benefits, in early September, they met with the Council Budget Committee, and then she and the Mayor meet to finalize the budget and fine tune things. Mrs. Maguire stated the state required an 18-month budget which began with their figures starting on June 30th. Mrs. Maguire stated their expenses included what was left of the current year's budget left to spend plus next year's budget

and then they had to add in the estimated circuit breaker loss. Mrs. Maguire stated the revenue began with cash balances on June 30th and they added miscellaneous revenue that was left to be received for the current year, the estimated tax collection, and then the next year's estimated miscellaneous revenue. Mrs. Maguire stated with those numbers, they got the funds required minus the funds available and those would be the funds that were needed. Mrs. Maguire stated they had many funds that they budgeted but only four that could receive property tax revenue with the General Fund, Motor Vehicle Highway (Street) Fund, Park Fund, and the Cumulative Capital Development Fund (rate set at .05). Mrs. Maguire stated for 2025, their circuit breaker estimate which was their property tax caps were estimated to go to over \$9 million. Mrs. Maguire stated the amount to be raised in their actual tax rate was called the levy and they took the current year's levy and multiplied that times their growth quotient and the state gave them a growth quotient of 4%. Mrs. Maguire stated they were not actually earning as much new money as they could have and hopefully that did not continue and that was a hindrance to reducing their new money. Mrs. Maguire stated with that figure, \$37 million, they added their cumulative capital fund estimated property tax which was set at the rate of .05 and that was why it was added on. Mrs. Maguire stated with that new levy number, you divided that by their assessed value for 2025 and then they multiplied that by 100 and that was what she expected their tax rate to be for their citizens for 2025 which was a minor increase over 2024. Mrs. Maguire stated they had to input all this information into the state gateway site but what they did was reduced their net assessed value so that their tax rate that was submitted to the state was higher than what they were estimated to be. Mrs. Maguire stated they wanted to make sure they over inflated their tax rate so that they made sure they brought in as much revenue as possible. Mrs. Maguire stated they then went on to their budget meetings and everything had to be completed by November 1st per state statute. Mrs. Maguire showed a summary of the general fund from 2024 to 2025 and the dollar amount change and percent of change. Mr. Maguire stated there was not a lot of major notable change in the General Fund except some new positions and wages. Mrs. Maguire stated most of Civil City was at a wage increase of 3.5% and wages that were over 3.5% which were most of the department heads, the Controller, Council, Central Services/Motor Vehicle Highway and Fire with their new contract, were some of the exceptions. Mrs. Maguire stated they added a few new positions which accounted for the increase in a few departments. Mrs. Maguire stated in Human Resources, they were adding the Safety Directory into the General Fund, in Controller they were adding a bookkeeper into the General Fund, and in Planning they were adding an associate planner into the General Fund. Mrs. Maguire stated there were also new or updated certifications or stipends in Clerk, Controller, Council, HR, and Planning. Mrs. Maguire stated in Redevelopment, they removed the TIF construction manager as the position had not been filed for a few years and had a reduction in their budget. Mrs. Maguire stated across all funds, they increased their health insurance and while their claims had stayed pretty steady, they had multiple programs that had increased their cost and so it was necessary to contribute more to their health insurance costs. Mrs. Maguire stated Mrs. Maguire showed a display of a summary of all appropriated funds in the 2024 budget, the 2025 budget, the \$ change, the % change, and the % of the total budget in 2025. Mrs. Maguire stated in the Park Department, they were adding an additional landscaper and new banquet manager positions. Mrs. Maguire stated in Cumulative Sewer, they would be utilizing the cash balance available for projects. Mrs. Maguire stated in

Law Enforcement Continuing Education, they would be increasing funding for ammunition and vests and in Public Safety LIT, they had a significant purchase for their Stryker refresh for all equipment and that was a \$1.3 million purchase. Mrs. Maguire also stated this year for 2025, they would be purchasing new police cars. Mrs. Maguire stated in CEDIT, they moved the City Mishawaka Utility Bill and NIPSCO bill expenses from the General Fund, increased maintenance, and repair costs due to inflation, and increased park improvements to complete Rose Park. Mrs. Maguire stated EMS and ARPA also had budget reductions. Mrs. Maguire showed a display of a pie chart that demonstrated how their expenses were spread to different funds with the General, Capital, Motor Vehicle Highway, Park and Recreation, and Public Safety funds. Mrs. Maguire stated she was happy to answer any questions.

Mrs. Voelker stated she really did enjoy the budget process, working with her, and meeting with department chairs and it was always an opportunity to learn a lot about what people needed and how things were going, and she was really happy to be part of it.

Mr. Violi echoed Mrs. Voelker's comment and stated as an accountant, he understood this and after sitting in four meetings with her, he expressed his appreciation for Mrs. Maguire and thanked her for her guidance throughout the process. Mr. Violi stated every time someone on the committee had a question, she had answers right at her fingertips and he was amazed by her knowledge of the budget and thanked her for all she did.

Mr. Emmons thanked Mrs. Maguire for leading them in the right direction in the budget hearings and keeping them on task and explaining things out if there were ever any questions or problems and as a result, their budget hearings went very smooth, and it was very beneficial. Mr. Emmons thanked her for her cooperation.

Mr. Hixenbaugh added his thanks for the reasons that were stated by his colleagues but he also appreciated the presentation she made that evening as well as last year and he found this format to be very helpful and it was a really efficient way to deliver a lot of information in a short period of time. Mr. Hixenbaugh stated even though some of it may feel repetitive to her, he thought it was good for them and the community to hear it every year to refresh their common recollection of what went into putting their city budget together. Mr. Hixenbaugh thanked Mrs. Maguire for her presentation that evening and the work that she did daily to keep them fiscally healthy.

Mayor Wood spoke in favor of **PROPOSED ORDINANCE NO. 2024-24**. Mayor Wood stated budgets were about priorities and they always said Public Safety was their top priority, as the last slide demonstrated. Mayor Wood stated the biggest single item increase in the budget was an item they just wrapped up as far as negotiations and was ratified by the Fire Department and that was the contract which called out a 13% raise for the coming year and a 4% raise the year after that in a 2-year deal. Mayor Wood stated unlike what they did with Police a year ago or so, this one was not budget neutral or close to it and this was a significant increase into their budget, over \$1 million. Mayor Wood stated they did that because it was their top priority, and they also wanted their department to be at the higher end of the wage scale so they could attract the best talent available in the region. Mayor Wood stated they did get some things in return as far as some contractual items that made things simpler for management, but that was the biggest area in their budget. Mayor Wood stated he thought their Controller did an outstanding job of walking

them through the bigger changes but in their budget, they typically tinkered around the edges of it every year and it was not a big sweeping difference from year to year and they just adjusted in a fiscally conservative fashion and moved on. Mayor Wood stated just like everything they did in the city, it was an all hands on deck team approach that included the Council at a very early stage and they thought that helped their constituents understand it and helped them to move the process along, because there was a very strict clock ticking on it. Mayor Wood thanked Mrs. Maguire, and he absolutely believed she was an outstanding Controller and her staff did an excellent job, as did all of their department managers in managing their own budgets and the Council played a vital role in this process as well. Mayor Wood thanked the Council for their many hours of meetings and questions. Mayor Wood stated they enjoyed it as much as anything and appreciated the interaction and the engagement. Mayor Wood stated as had become custom in the budget, there were some salary changes, and he would go over those in the salary ordinances and there were some differences there with this budget as well as in the past when they tried to adjust things to market. Mayor Wood stated they had a couple of new positions in keeping with the demand of their services and staff with one being Planning, two being Park, and the Controller's Office as well. Mayor Wood stated they tried to hold the line where possible and he thought this was another great example where they were fiscally conservative, but provided an outstanding level of service with their budget and they did a lot within their means.

Mr. Mammolenti thanked Mayor Wood, the Controller, and all of the department chairs for all of the time and effort they had put into the budget process, as it was a long process that started early and ended late, but they did a great job getting it done in time. Mr. Mammolenti stated it was amazing how large the budget was, and Mrs. Maguire and her team did an amazing job with it, and it was really impressive. Mayor Wood stated he appreciated that very much and they tried to be transparent about not only the process before but there were not many changes that happened as a result but the other thing to point out was they were audited all the time, and their audits were always incredibly clean and that was another testament to their Controller and the Controller's staff.

The public hearing was closed at 8:39PM and the matter would be set for final action at their next regularly scheduled council meeting. Mr. Hixenbaugh thanked everyone for their involvement in the process and the hard work put into it.

NEW BUSINESS

Animal Control Board Appointment

Mr. Hixenbaugh stated at that time in order to fill a vacancy on their Animal Control Board, the chair entertained a motion to appoint Katie Harris to serve as one of their appointees to the Animal Control Board. Mr. Banicki moved the motion and with a second from Mrs. Voelker, a voice vote was held on the motion and the motion passed unanimously. Mrs. Harris was appointed to the Animal Control Board and the Council thanked her for her willingness to serve.

Mr. Mammolenti made a reminder that their Twin Branch Neighborhood Watch Meeting would take place on Wednesday, October 16th at 7PM at Fire Station #4 and Mr. Mammolenti would be the guest speaker along with any other councilmembers who would like to come. Mr.

Mammolenti stated they would be keeping the folks up to speed on what the Council had been working on in the last couple of months with the budget, the trash and recycling contract, and other city items. Mr. Mammolenti stated all were welcome.

Mr. Emmons made a reminder that the West End Meeting would be on Thursday, October 17th at St. Bavos Church at 7PM and their guest speaker would be the CEO of Standard Pet, the new company that had taken over for WellPet. Mr. Emmons stated she would be there to go over what they were planning to do, how they were going to help the neighborhood, and she had some plans that she was going to reveal sometime in the future that would help Mishawaka. Mr. Emmons stated he looked forward to seeing everybody there. Mr. Emmons also congratulated Mayor Wood as he was elected President of AIM, and he was honored to be down there with their controller when Mayor Wood accepted the nomination as President and was voted to represent them and everybody in the state of Indiana for the year 2025. Mr. Emmons stated it was a great honor for their mayor and for Mishawaka to have that honor and to represent them over the 92 counties. Mr. Emmons congratulated Mayor Wood once again and stated there was a plaque outside of the Council Chambers that he received to honor him as new President of AIM for 2025. Mr. Emmons stated Mayor Wood did a fabulous job and they appreciated his effort. Mayor Wood thanked Mr. Emmons for his comments and made a reminder that tomorrow, Tuesday, October 15th, they were celebrating a momentous occasion for the City of Mishawaka. Mayor Wood stated they would be cutting the ribbon for their new Fire Station #2 and that would be from 4PM to 6PM and the public was welcome. Mayor Wood stated it was a significant investment in public safety and all of the Council were invited and this was a very exciting time for the Fire Department, and they could not be prouder of the fire station as there were a lot of great things for their community and for their school kids there as well.

ADJOURNMENT 8:44PM

Deborah S. Block /s/
Deborah S. Block, IAMC, MMC, City Clerk

Gregg A. Hixenbaugh /s/
Gregg A. Hixenbaugh, President

These minutes are a summary of actions taken at the Mishawaka Common Council meeting. The full video archive of the meeting is available for viewing at www.youtube.com/@cityofmishawaka635 for as long as this media is supported.

OCT 09 2024

City Clerk
Mishawaka, IN

APPEAL #24-48

RESOLUTION NO. 2024-21

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

**602 N Main Street, Mishawaka, Indiana
&
605 E University Drive, Mishawaka, Indiana**

WHEREAS, the Indiana Code requires the Common Council to give notice of its intention to consider Petitions from the Board of Zoning Appeals for approval or disapproval; and

WHEREAS, the Common Council must take action within sixty (60) days after the Board of Zoning Appeals makes its recommendation to the Council; and

WHEREAS, the Common Council is required to make a determination in writing on such requests; and

WHEREAS, the Mishawaka Board of Zoning Appeals has made a favorable recommendation, pursuant to applicable state law, including the imposition of reasonable conditions, to wit, the recommendations of the Department of City Planning.

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

Section I. The Common Council has provided notice of the hearing on the Petition from the Board of Zoning Appeals pursuant to Indiana Code requesting that a Use Variance for property located at **602 N Main Street, Mishawaka, Indiana**, more particularly known and described as follows:

Lot one (1) Inova Minor Subdivision

And for property located at **605 E University Drive, Mishawaka, Indiana**, more particularly known and described as follows:

Lot Numbered Two (2), as shown on the recorded Plat of Costco Wholesale, recorded October 20, 2014, as Document Number 1426167 in the Office of the Recorder of Saint Joseph County, Indiana.

The Use Variance will permit the use of two (2) parking spaces at INOVA locations at 605 N Main Street and 602 E University Drive, subject to the following conditions of approval:

USES:

- The display and sales of automobiles and light trucks shall be limited to a maximum of two (2) at each INOVA location, 605 N Main Street and 602 E University Drive.

LOCATION:

- A drawing shall be submitted identifying the location of the parking spaces being utilized for the sales of automobiles and light trucks. Vehicles for sale shall occupy parking spaces in normal parking fashion (single space per vehicle).

SIGNAGE:

- One sign may be permitted per vehicle
- Signage placed on or in the vehicle window shall be allowed so long as the area of the sign does not exceed 25% of the area of the window.

Section II. Following a presentation by the Petitioner, and after proper public hearing, the Common Council hereby approves the Petition as recommended by the Mishawaka Board of Zoning Appeals, including the imposition of reasonable conditions, to wit, the recommendations of the Department of City Planning, a copy of which is on file in the Office of the City Clerk.

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

1. The approval will not be injurious to the public health, safety, morals, and general welfare of the community because the vehicle sales is limited to two (2) and will maintain certain minimum developmental standards as outlined herein;
2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner because the area is surrounded by commercial development and the number of vehicles for sale is limited;
3. The need for the variance arises from some condition peculiar to the property involved in that the C-1 zoning does not permit vehicle sales, even on a very limited basis, thus requiring the Use Variance for the proposed use;
4. The strict application of the terms of this chapter will result in practical difficulties in the use of the property because the ordinance as drafted, would not permit the Appellant to sell repossessed vehicles and get retail values as opposed to selling at an auction which would bring much lower values;
5. The approval will not interfere substantially with the Mishawaka 2000 Comprehensive Plan because the plan identifies this area for general commercial as well as the surrounding area.

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

RESOLUTION #2016-
6501 Grape Road
Page 3 of 3

PASSED by the Common Council of the City of Mishawaka, Indiana, this _____
day of _____, 2024, at _____ o'clock _____.m.

Presiding Officer

ATTEST:

Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED by me to the Mayor this _____ day of _____, 2024,
at _____ o'clock _____.m.

Deborah S. Block, IAMC, MMC, City Clerk

APPROVED by me this _____ day of _____, 2024, at
_____ o'clock _____.m.

David A. Wood, Mayor

STAFF REPORT

Location: 602 N Main St & 605 E University Drive

Date: October 8, 2024

Appeal: 24 48

Prepared By: DMB

GENERAL INFORMATION

Applicant: Mishawaka Property Investments II LLC & Roadmap I LLC/John A Katalinich

Status: Property Owners/Applicant

Request: Use Variance to allow for the use of INOVA parking lot locations for two (2) used car sales at each.

Zoning Classification: C-1 General Commercial (602 N Main Street)
S-2 Planned Unit Development (605 E University Drive)

Lot Sizes: 0.85 acres (602 N Main Street)
1.03 acres (605 E University Drive)

Applicable Regulations: 137.42 Board of Zoning Appeals (4) Variance of Use; Section 137-300 thru 137-303/C-1 General Commercial District; Section 137-671 thru 137-679/
S-2 Planned Unit Development District; *Indiana Code 36-7-4-918.4*

SPECIAL INFORMATION

Area Development Pattern: North: C-1 General Commercial (602 N Main St) & R-1 Single Family Residential (605 E University Dr)
South: C-3 City Commercial/C-1 General Commercial (602 N Main St) & S-2 Planned Unit Development (605 E University Dr)
East: C-5 Neighborhood Commercial (602 N Main St) & S-2 Planned Unit Development (605 E University Dr)
West: C-4 Auto-Oriented Commercial (602 N Main St) & C-2 Shopping Center Commercial (605 E University Dr)

Thoroughfare: E University Drive & N Main Street

Council District: 4 & 6

School District: School City of Mishawaka (602 N Main St) & Penn-Harris- Madison (605 E University Dr)

Public Utilities: All utilities are available or can be extended

Comprehensive Plan: General Commercial (602 N Main St) & Not specifically identified in the Mishawaka 2000 Comprehensive Plan (605 E University Dr)

ANALYSIS

The petitioner is seeking a Use Variance to allow the use of their parking lot for the sale of two (2) vehicles at one time for each location, 602 N Main Street and 605 E University Drive.

INOVA Federal Credit Union, as a standard practice, sells repossessed vehicles at retail value. Alternatively, the vehicles can be sold at an Auto Auction and generally the vehicle sale is below the retail

value and sold at a wholesale value. Selling vehicles at wholesale value will negatively impact the credit union's finances and lead to losses for its members.

The INOVA location at 605 N Main Street is zoned C-1 and the location at 602 E University Drive is part of a Planned Unit Development which allows permitted uses for C-1 zoning. The C-1 General Commercial zoning does not allow the sales of vehicles. Vehicles sales are only allowed C-4 Automobile Oriented.

All pertinent City departments have reviewed and approved of the request.

RECOMMENDATION

Staff recommends in **favor** of Appeal #24-48 to allow for the use of two parking spaces at INOVA locations at 605 N Main Street and 602 E University Drive. The Use Variance is subject to the following conditions:

USES:

- The display and sales of automobiles and light trucks shall be limited to a max of two (2) at each INOVA location, 605 N Main Street and 602 E University Drive.

LOCATION:

- A drawing shall be submitted identifying the location of the parking spaces being utilized for the sales of automobiles and light trucks. Vehicles for sale shall occupy parking spaces in normal parking fashion (single space per vehicle).

SIGNAGE:

- One sign may be permitted per vehicle
- Signage placed on or in the vehicle window shall be allowed so long as the area of the sign does not exceed 25% of the area of the window.

This recommendation is based upon the following findings of fact *per Indiana Code 36-7-4-918.4*:

1. The approval will not be injurious to the public health, safety, morals, and general welfare of the community because the vehicle sales is limited to two (2) and will maintain certain minimum developmental standards as outlined herein;
2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner because the area is surrounded by commercial development and the number of vehicles for sale is limited;
3. The need for the variance arises from some condition peculiar to the property involved in that the C-1 zoning does not permit vehicle sales, even on a very limited basis, thus requiring the Use Variance for the proposed use;
4. The strict application of the terms of this chapter will result in practical difficulties in the use of the property because the ordinance as drafted, would not permit the Appellant to sell repossessed vehicles and get retail values as opposed to selling at an auction which would bring much lower values;
5. The approval will not interfere substantially with the Mishawaka 2000 Comprehensive Plan because the plan identifies this area for general commercial as well as the surrounding area.

ATTACHMENTS

Photographs, Appeal, Aerial, Location Map



602 N Main St



605 E University Dr

605 E University Dr



602 N Main St – View northeasterly from intersection of N Main St and Mishawaka Ave



602 N Main St – View westerly from rear parking lot of INOVA



605 E University Dr – View easterly from intersection of Costco Entrance & E University Dr



605 E University Dr – View northeasterly from Costco parking lot/entrance

NP 24-48

DATE: 9-17-2024

Received

SEP 18 2024

TO: Board of Zoning Appeals
City of Mishawaka, Indiana

Planning and
Community Development

The undersigned appellant respectfully shows the Board:

1. A. I, Mishawaka Property Investments II LLC, am the owner of the following described real estate located within the City of Mishawaka, Penn Township, St. Joseph County, State of Indiana, to-wit: 602 N. Main Street, Mishawaka, IN 46545
Lot One (1) Inova Minor Subdivision

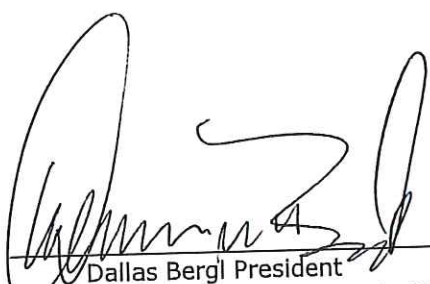
B. I, Roadmap I LLC, am the owner of the following described real estate located with the City of Mishawaka, Harris Township, St Joseph County, State of Indiana to - wit: 605 E. University Drive, Granger, IN 46530
Lot Numbered Two (2), as shown on the recorded Plat of Costco Wholesale, recorded October 20, 2014, as Document Number 1426167 in the Office of the Recorder of Saint Joseph County, Indiana.
2. A. 602 N. Main Street, Mishawaka, IN 46545, the described real estate, currently has a zoning classification of C-1 District under the City of Mishawaka's Zoning Ordinance.

B. 605 E. University Drive, Granger, IN 46530, the described real estate, currently has a zoning classification of S-2 Planned Unit Development District under the City of Mishawaka's zoning ordinance.
3. Appellant presently occupies the above-described property in the following manner:
Operating a Federal Credit Union.
4. Appellant desires to allow (2) two parking spaces to sell repossessed automobiles at each location listed above. The current zoning does not permit automobiles to be sold at the locations.
5. The Zoning Ordinance of the City of Mishawaka requires would require C4 zoning
6. Explain why strict adherence to the Ordinance requirements would create an
1) unusual hardship.
The normal course of business for a Federal Credit Union is to offer repossessed automobiles for sale to try and obtain a better value than an automobile auction to benefit the membership. Being unable to offer automobiles at retail price versus wholesale pricing can create a significant loss for members already in a hard economic cycle. The sale of repossessed automobiles is cyclical based on the economy.

7. Answer the following necessary questions for a **USE VARIANCE**:

- 1) Will approval be injurious to the public health, safety, morals or general welfare of the community?
No - the approval will not cause additional risk to the community.
2. Will the use and value of the area adjacent to the property included in the variance be affected in a substantially adverse manner?
No - The automobiles are parked in a well-lighted, secured parking area.
Limiting the request to (2) two spaces will not create an adverse property value.
3. Does the need for the variance arise from some condition peculiar to the property involved?
No - Credit Unions and banks, as a standard practice, sell repossessed automobiles at branch locations.
4. Does the strict application of the terms of this chapter constitute an unnecessary hardship if applied to the property for which the variance is sought?
The credit union's inability to sell repossessed automobiles at retail will force them to sell them at an automobile auction, where they will likely fetch much lower prices. This drop in value will negatively impact the credit union's finances and lead to significant losses for its members.
5. Will approval interfere substantially with the Mishawaka 2000 Comprehensive Plan?
The approval is still within the scope of the 2000 Comprehensive Plan.

WHEREFORE, the Appellant prays and respectfully requests a hearing on this appeal and that the Board grant the requested variance after such hearing.



Dallas Bergl President
Mishawaka Property Investments II LLC



Dallas Bergl President
Road Map I LLC

CONTACT PERSON:

Name: John A Katalinich-EVP INOVA Federal Credit Union
Address: 358 S Elkhart Avenue, Elkhart, IN 46516
Day Phone Number: 574-612-2548
Fax Number:
Email: jkatalinich@inovafcu.org

DATE: 9-17-2024

TO: Board of Zoning Appeals
City of Mishawaka, Indiana

AP 24-48
Received
SEP 18 2024
Planning and
Community Development

Please take note of the following information:

I, Dallas Bergl, am the President and Owner of the following entities:

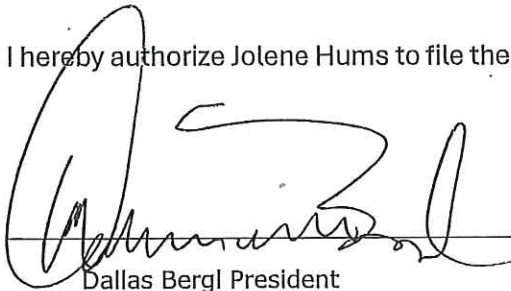
1. Mishawaka Property Investment II LLC.

- 602 N. Main Street, Mishawaka, IN 46545

2. Road Map I LLC.

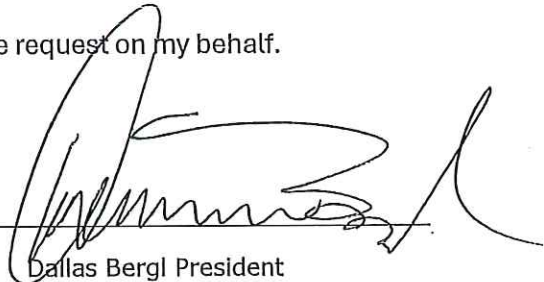
- 605 E. University Drive, Granger, IN 46530

I hereby authorize Jolene Hums to file the attached variance request on my behalf.



Dallas Bergl President

Mishawaka Property Investments II LLC



Dallas Bergl President

Road Map I LLC

CONTACT PERSON:

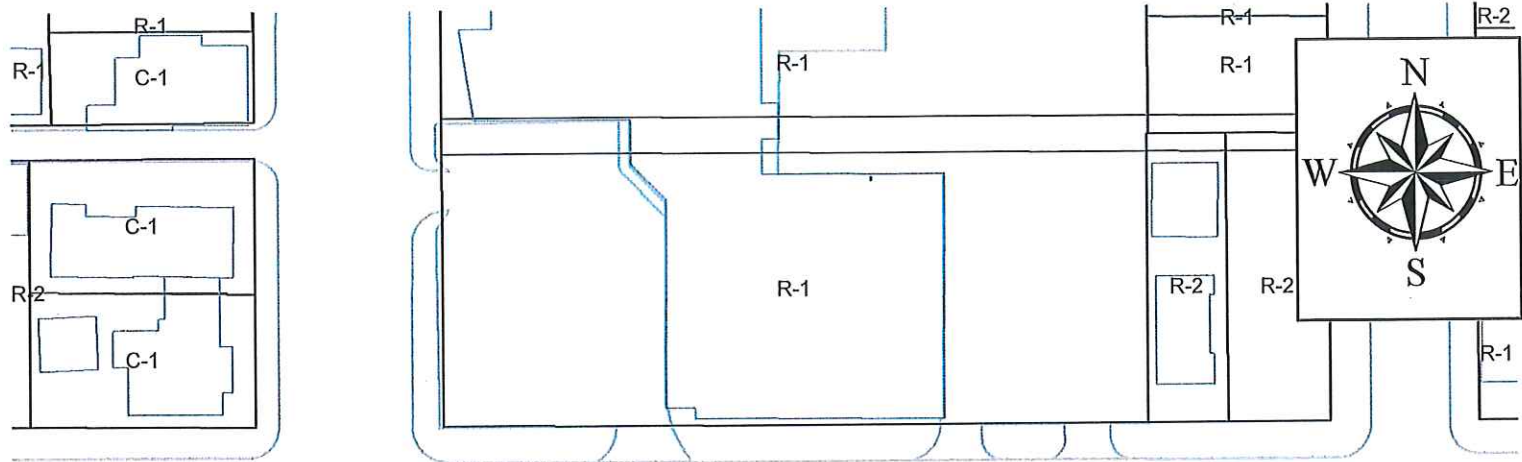
Name: John A Katalinich-EVP INOVA Federal Credit Union

Address: 358 S Elkhart Avenue, Elkhart, IN 46516

Day Phone Number: 574-612-2548

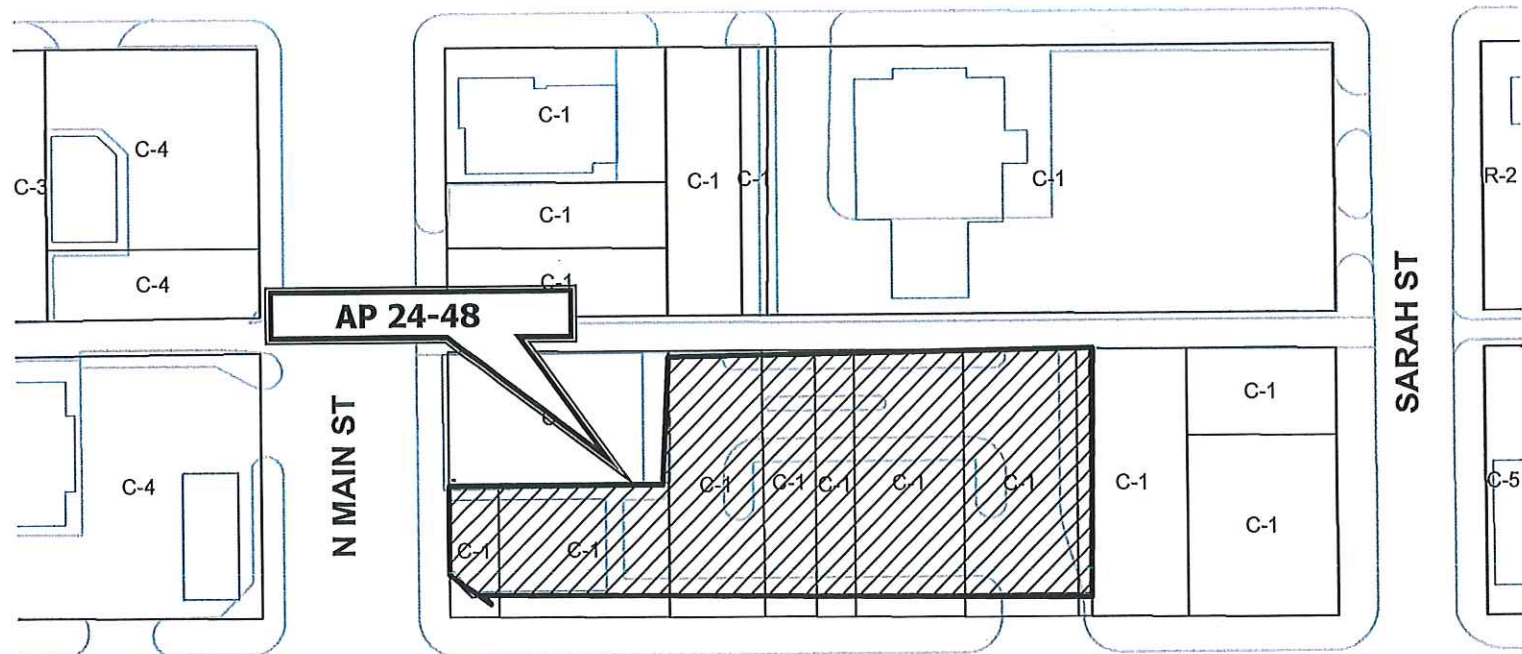
Fax Number:

Email: jkatalinich@inovafcu.org



W GROVE ST

E GROVE ST



AP 24-48

N MAIN ST

SARAH ST

W MISHAWAKA AVE

E MISHAWAKA AVE

Location Map

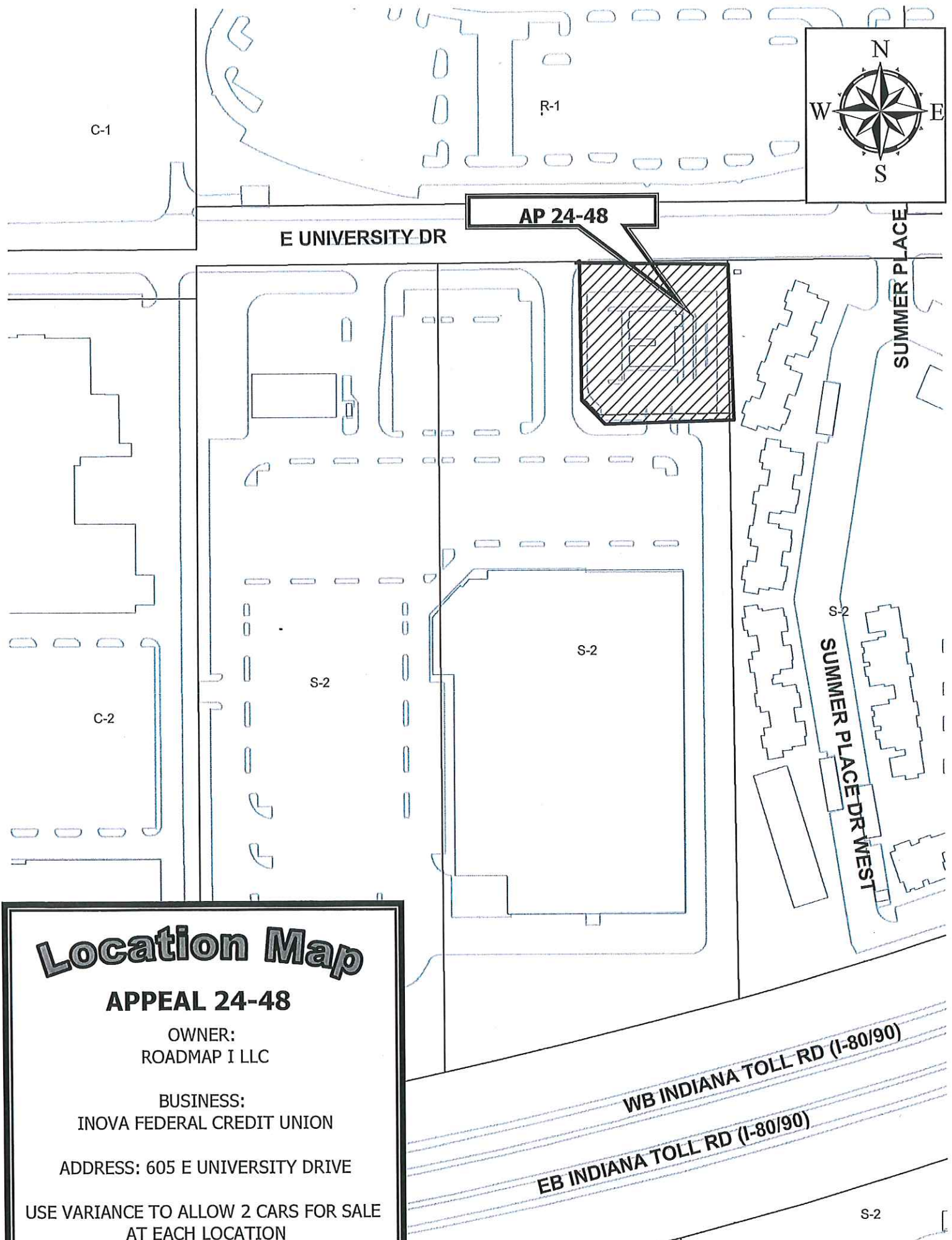
APPEAL 24-48

OWNER:
MISHAWAKA PROPERTY INVESTMENTS II LLC

BUSINESS:
INOVA FEDERAL CREDIT UNION

ADDRESS: 602 N MAIN

USE VARIANCE TO ALLOW 2 CARS FOR SALE
AT EACH LOCATION



Location Map

APPEAL 24-48

OWNER:
ROADMAP I LLC

BUSINESS:
INOVA FEDERAL CREDIT UNION

ADDRESS: 605 E UNIVERSITY DRIVE

USE VARIANCE TO ALLOW 2 CARS FOR SALE
AT EACH LOCATION

OCT 10 2024

City Clerk
Mishawaka, IN

RESOLUTION NO. 2024-22

**A RESOLUTION APPROVING A WASTE AND RECYCLING REMOVAL CONTRACT
WITH WASTE MANAGEMENT OF INDIANA, LLC**

WHEREAS, I.C. 36-1-3 *et seq* ("Home Rule Act") authorizes local governments to adopt reasonable regulations to promote the health, welfare and safety of local residents; and

WHEREAS, the Common Council of the City of Mishawaka has determined that a municipal waste collection, recycling and disposal program is necessary for maintaining the health, welfare and safety of the residents of Mishawaka; and

WHEREAS, the Board of Public Works and Safety has the authority to hire and contract for such a program, subject to the approval of the Council; and

WHEREAS, the current waste removal contract between the City of Mishawaka and BFI Waste Services of Indiana, L.P., will expire on December 31, 2024; and

WHEREAS, the Board of Public Works and Safety opened bids on August 20, 2024 for Refuse Collection, Transportation, and Disposal including weekly refuse with commingled yard waste, weekly recycling, and weekly 2-large items with predominantly curbside collections with few designated alley exceptions for the contract term from January 1, 2025 through June 30, 2030 and Waste Management (WM) of Indiana, LLC was the lowest, responsible and responsive bidder; and

WHEREAS, the Board of Public Works and Safety, with input from the administration and Council, has negotiated a contract with Waste Management of Indiana, LLC for the above term, which negotiations were recently completed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mishawaka that the attached Contract for refuse and recycling collection, transportation, and disposal services is approved for execution by the Board of Public Works and Safety.

The combined Average Basic Residential rate including billing fee will be \$21.69/month and Average Senior Residential rate of \$17.55/month for the life of the five (5) year six (6) month contract. The level of service is weekly comingled yard/refuse using 96-gallon cart, recycling using 96-gallon cart, 2-large items, and appropriate brush/limbs bundled placed at current location for collection.

PASSED by the Common Council of the City of Mishawaka, Indiana, this _____ day of _____, 2024, at _____ o'clock _____.m.

Gregg Hixenbaugh, Presiding Officer

ATTEST:

Deborah S. Block, IAMCA, CMC, City Clerk

PRESENTED by me to the Mayor this _____ day of _____ 2024, at _____ o'clock _____ m.

Deborah S. Block, IAMCA, MMC, City Clerk

APPROVED by me this _____ day of _____, 2024, at _____ o'clock _____.m.

David A. Wood, Mayor



CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

OFFICE OF THE MAYOR
Deborah S. Block, IAMC, MMC

OCT 10 2024

City Clerk
Mishawaka, IN

October 10, 2024

Dear President Hixenbaugh and the Honorable members of the Mishawaka Common Council;

I hope this letter finds you well. I am writing to express our support for the proposed new Waste Management contract for trash and recycling services in our community.

As our city continues to grow, it is essential that we have an effective and efficient waste management system in place. The proposed contract promises improvements in service delivery, sustainability, and overall community engagement. By prioritizing recycling and waste reduction, we can not only enhance the cleanliness of our city but also contribute to a healthier environment.

I urge the council to consider the long-term benefits this contract will bring to Mishawaka, including potential cost savings for residents and a more robust recycling program that aligns with our goals for environmental stewardship.

Thank you for your attention to this important matter. I look forward to seeing our community take this positive step forward.

Sincerely,

Matthew M. Lentsch, MPA

Executive Director of Development and Governmental Affairs

OCT 22 2024

City Clerk
Mishawaka, IN

SOLID WASTE SERVICES AGREEMENT AS AMENDED

THIS SOLID WASTE SERVICES AGREEMENT ("Agreement") is made this _____ day of October, 2024 (the "Effective Date") by and between WASTE MANAGEMENT OF INDIANA, LLC, a corporation organized and existing under the laws of the State of Indiana (hereafter "Company"), and the City of Mishawaka, a municipal corporation created under the laws of the State of Indiana (hereafter "City") (Company and City each a "Party" and collectively the "Parties").

WHEREAS, City desires to provide its citizens with environmentally sound collection, disposal and processing of solid waste and recyclable materials; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, City has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and City agree as follows:

INTENT AND PURPOSE

It is the intent of the City of Mishawaka and Waste Management of Indiana, LLC to provide Mishawaka residents with a cost effective, comprehensive municipal refuse service "With No Trash Left Behind" consisting of a weekly collection from each Dwelling Unit of containerized Solid Waste, Recyclables, two Bulky Waste items, and Green Waste. Collection service to be based upon total collection from all residential Dwelling Units within the boundaries of the City once each week, on the same day. Included in the agreement shall be the containerized pickup of approximately 200 cubic yards per week for the life of the contract from various City-operated facilities including: City Hall/Utilities Office/Police Department, Parks, Central Services Department, Fifth Street Recycling Center, Health & Wellness Building, and all Public Safety facilities.

1. DEFINITIONS

- a. **Applicable Law** means any law, regulation, requirement, or order of any Federal, State, or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.
- b. **Bagster® Bag** means a soft-sided polypropylene container that can hold up to 3,000 pounds of solid waste, is purchased by the Service Recipient at a local hardware home supply store or online by the Service Recipient and is collected by Company using a special vehicle with an overhead crane.
- c. **Bagster® Service** means a method for Service Recipients to arrange for collection of solid waste as an alternative to temporary bin or roll-off box service using a Bagster bag. Company will provide for collection and processing of the Bagster bag. Bagster service is intended as a service additional to, and not as a substitution for, temporary Bin or Roll-Off Container service.
- d. **Bin** means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity between two (2) and eight (8) cubic yards designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.
- e. **Bulky Waste** means discarded items that are larger than three (3) feet in any dimension, heavier than fifty (50) pounds in weight and/or otherwise will not fit within an empty cart including, but not limited to: furniture, area and floor rugs, small appliances, mattresses and box springs, carpeting and other similar

- f. **Cart** means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid and two (2) wheels.
- g. **Collection Service(s)** means the process by which Solid Waste is removed from Residential Premises, transported to a transfer, disposal, or Processing facility, and subsequently disposed or Processed.
- h. **Construction and Demolition Debris (C&D Debris)** means materials resulting from construction, remodeling, repair, or demolition operations on any Residential Premises. Such materials include, but are not limited to: dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, concrete, wood, masonry, trees, as well as remnants of new construction materials including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials and packaging. Apart from soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.
- i. **Container** means a Bin, Cart or Roll-Off Container.
- j. **Contamination** refers to materials placed in a Recyclables Container other than Recyclables.
- k. **Dwelling Unit** means any individual living unit that includes a kitchen and a room or suite of rooms that is designed or occupied as separate living quarters for an individual or group of individuals; however, Dwelling Unit does not include a hotel or motel unit.
- l. **Green Waste** means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than four (4) feet in its longest dimension or six (6) inches in diameter. Green Waste includes but is not limited to plant debris such as palm, yucca and cactus, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.
- m. **Multi-Family Complex** means any Premises with five (5) or more Dwelling Units where such Dwelling Units receive centralized Refuse Collection Services – not individualized Cart-based Refuse Collection Services – and are thus ineligible for the City's collection program.
- n. **Multi-Family Dwelling Unit** means a Dwelling Unit in a Multi-Family Complex
- o. **Overage** is defined as (i) Refuse or Recyclables exceeding its Container's intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Refuse or Recyclables placed on top of or in the immediate vicinity of the Container, in bags or otherwise.
- p. **Premises** means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.
- q. **Process or Processing** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages, or otherwise prepares Recyclables, or other Solid Waste and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused, or reconstituted products. Processing begins at the time the Recyclables or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused and the residue is properly disposed.
- r. **Rates** means the fees to be charged by Company to Service Recipients, and paid by Service Recipients to Company, for the Collection Services and other services provided by Company and included on Exhibit A attached hereto, as such may be adjusted from time to time.
- s. **Recyclables** means the materials described as such in Exhibit B attached hereto.
- t. **Refuse** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables set out for collection, nor does it include Unacceptable Waste or C&D Debris.
- u. **Residential Premises** means a Single-Family Premises or Multi-Family Complex.

- v. **Roll-Off Container** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.
- w. **Service Area** means (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the City limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Company is able to provide collection services in such additional area and has reached agreement with the City as to the rates for services, and except to the extent providing such services may be otherwise prohibited by law.
- x. **Service Recipient** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.
- y. **Single-Family Premises** means (i) any Premises with less than five (5) Dwelling Units, and (ii) any Premises with five (5) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Refuse Collection Services – not centralized Refuse Collection Services.
- z. **Solid Waste** means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area including discarded Recyclables and Green Waste but excluding Unacceptable Waste.
- aa. **Unacceptable Waste** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company's equipment or facilities, or present a substantial endangerment to the health or safety of the public or Company's employees. Title to and liability for Unacceptable Waste shall always remain with the generator.

2. **TERM.**

The Term of this Agreement shall be for five-and-a-half (5.5) years commencing on January 1, 2025, (the "Commencement Date") and expiring June 30, 2030, with unlimited extensions of five (5) years each, upon mutual agreement in writing by both Parties.

3. **STANDARDS OF COLLECTION.**

Upon the execution of this contract, Company hereby agrees, in its entirety and without exception, to execute the STP-24-001 specifications fully, diligently and as delineated in the bid submitted by Company on August 20, 2024, which includes the list of attached exceptions herein as Exhibit D. This obligation requires adherence to all terms, conditions, and performance standards as set forth therein.

a. **Transition of Refuse and Recycling Services**

No later than one week prior to the start of contract, two (2) new 96-gallon Carts – one for Solid Waste and one for Recyclables – shall be delivered to each residential Dwelling Unit. Company will provide reasonable assistance to coordinate with Republic Services, (City's current Solid Waste Contractor), for the removal of existing containers no earlier than January 1, 2025, and completed no later than January 11th, 2025.

The Company shall visit all City Facilities to determine a mutually agreeable temporary location for the new Bin to be established during the transition of service. The Company may start delivery of the required Bins to City Facilities utilizing the agreed temporary location no earlier than December 16th, 2024. Company will provide reasonable assistance to coordinate with Republic Services, (City's current Solid Waste Contractor), the removal of existing dumpster/roll-off containers no earlier than January 1, 2025, and completed no later than January 11, 2025. Provided that the Republic Services removes

existing Bins by January 11, 2025, Company shall complete the relocation of all dumpster/roll-off containers into the permanent location by January 17, 2025.

b. Basic Solid Waste Service

In accordance with the Trash Collection Route Map and Alley Pick-up Areas included as two attachments in these specifications, the Contractor shall, one time each week throughout the year, collect all Solid Waste from approximately 14,000 residential Dwelling Units in the City using the specified Carts and any properly bagged refuse for the occasional overflow. It is the intent that no trash is to be left behind on streets or alleys. The attachments may also be found online through the City website <https://mishawaka.in.gov/our-community/residents/residential-services/trash-recycling>.

For the collections required under this section, Service Recipients shall place their Cart(s) curbside on a public street or edge of an alley or private street in a manner which is free from obstruction, easily accessible and contains the appropriate clearance for Company's automated Cart collection vehicles. To be collected, Carts must be properly placed no later than 6:00 a.m. on collection day. In the event a Service Recipient's Cart is placed in a location that is inaccessible by Company, Company shall notify the City and City shall advise the Service Recipient where the Cart can be placed.

It is acceptable for One 40lb bag to be placed next to the Carts. However, if a Service Recipient is regularly exceeding the Cart capacity, such Service Recipient will be notified by the City and required to arrange for an additional Cart(s) directly through the Company, which will include direct billing by the Company to the Service Recipient for the additional container(s). "Regularly exceeding" shall mean 3 or more instances in a rolling 30-day period where Service Recipient (a) overloads the Cart such that it prevents safe, automated loading of the Cart and/or (b) places bagged waste outside of the Cart. The City contract shall provide only one container per residential Dwelling Unit for Solid Waste collection. Within thirty (30) days of delivery of the 96-gallon Cart, the Dwelling Unit may request directly to the Company to replace, at no cost, the 96-gallon Cart with smaller 64-gallon Cart; however, the same rate applies regardless of size. Replacement of such Carts will be completed within sixty (60) days of the request from Service Recipients (comprehensively, the "Amnesty Period"). Service Recipients will be subject to a Cart exchange fee as set forth in Exhibit A for any requests received after the Amnesty Period and within the Term.

The Company shall not be required to pick up any of the following items as a part of this Solid Waste Collection contract. The following items may be removed by Company or other private solid waste disposal firm upon request and subject to payment of an additional fee by the Service Recipient:

- i. Loose items not in provided containers
- ii. Hot ashes
- iii. Any liquids or oils
- iv. Tree limbs over six inches (6") in diameter or four feet (4') in length or tree stumps
- v. C&D Debris
- vi. Medical wastes
- vii. Automobile parts including but not limited to engine blocks, transmissions, automobile or truck tires, axles, frames, body parts or batteries.
- viii. Any hazardous wastes or flammable/volatile liquids
- ix. Human or animal excretions
- x. Dead animal carcasses
- xi. Any other Unacceptable Waste

c. Residential Curbside Recycling

The Company shall, one time each week, on the same day as Solid Waste collection, collect Recyclables from each residential Dwelling Unit in the City using the provided Carts, provided such Carts are properly placed curbside without obstruction. This service shall consist of:

- i. The mandatory curbside collection of specified Recyclables within the City of Mishawaka
- ii. Processing of approved Recyclables, which includes the sorting and preparation of Recyclables at the Processing Center for sale.

It is the goal of this program that no materials collected under the recycling program be landfilled. Some contaminated materials may be collected, contamination may include items not scheduled for recovery. All costs for the removal and disposal of contaminated items shall be the responsibility of the Contractor. The Company shall utilize a Recycling Processing Center within a reasonable distance to the City with the capability to accept all Recyclables as defined herein (the "Processing Center"). All Recyclables collected from residents shall be processed at the Processing Center. Title to Recyclables brought to the Processing Center shall be with the Company. The Company shall have the responsibility for the sale of such Recyclables. The City shall have the right, upon reasonable notice, to audit the records of the Company to ensure compliance with the provisions of this Agreement. Targeted materials are considered recyclable when meeting the market specifications regardless of market price. While recycling is the intent, the City is aware that markets change; the Company is to advise the City, at a minimum upon renewal of contract, of any market changes.

The recycling program shall include the materials set forth on Exhibit B. Materials may be added to or removed from the recycling program during the Term upon written mutual agreement of the parties.

The Company accepts all responsibility for marketing and arranging for transportation of the Recyclables to the respective markets. Company is also responsible for delivery of a material that meets the latest Scrap Specifications Circular published by the Institute of Scrap Recycling Industries, Inc. and any specific market requirements regarding the form of delivery.

The city will enforce its "anti-scavenger" ordinance as may be reasonably practical to protect Company's ownership and the City's interest in all Recyclables placed at the curbside for collection by the Company.

d. Bulky Waste Collection

The Company shall one time each week, on the same day as basic refuse collection, collect from each residential Dwelling Unit Bulky Waste. These materials will be collected only at curbside. The Company shall not be required to collect more than two (2) Bulky Waste items per dwelling unit per week. Company shall not be required to collect CFC- or Freon-containing appliances unless documentation is provided of proper removal is provided. Additional guidelines regarding Bulky Waste preparation and collection are attached as Exhibit C.

e. Green Waste Collection

Green Waste may be comingled or bagged weighing not more than 40 pounds when placed at curb with each weekly collection of basic trash from each Dwelling Unit in the City. If a dwelling unit regularly exceeds the capacity of the 96-gallon refuse Cart, as defined in Section 3(b), the City shall notify the Service Recipient that they are required to obtain an additional Cart from Company and pay additional costs directly to Company.

The City will continue its annual Fall Leaf Collection Program consisting of leaves raked to the curb for collection by vacuum truck. Upon written request of City, Company shall assist with the Annual Fall Leaf Collection Program, by collecting bagged leaves placed at curb on regular collection day at no additional fee. Brush and tree limbs less than 6" in diameter shall be collected at curb when cut in lengths not exceeding 4' in length and bundled or tied securely to facilitate ease in collection.

4. CONDUCT OF EMPLOYEES.

The Company shall require all employees to be courteous at all times. Loud music and the use of profane language are prohibited; employees are to perform their work as professionally as possible. Employees of the Company shall not trespass or loiter, cross property to adjoining premises, or meddle with property that does not concern them. Company shall handle all containers with reasonable care to avoid damage by throwing containers and replace same on sidewalk, parkway or alley out of traveled right-of-way in an upright position.

5. MANNER OF DRESS.

All employees performing collections shall be attired in a uniform manner and be reasonably clean. Said employees shall wear shirts, safety vests or jackets with reflective material meeting the American National

Standards Institute (ANSI) approval for High-Visibility Safety Apparel (ANSI/ISEA 107-2004) Class II and safety shoes at all times.

6. **COLLECTION SCHEDULE AND ROUTE.**

The Company shall adhere to the established boundaries of each collection route and location of refuse pick-up, i.e. alley or streetside currently in place and follow this schedule within reasonable limits. The two attachments provided in these specifications are the Trash Collection Route Map and Alley Pick-up Areas and also available for review on the City Website: <https://www.community/residents/residential-services/trash-recycling/>.

This Collection Route Map is the property of the City and the days of collection shall not be changed or amended without the prior written approval of the City. Company shall be responsible for providing written notification to homeowners of any approved modifications in the collection schedule prior to the effective date of the change.

When a legal holiday on the following schedule falls on a weekday, the Company shall collect refuse normally collected on the day of such holiday, on the following day and the normal collection schedule for the rest of the week shall be one day later with Friday's collection made on Saturday. No collection shall be permitted on Sunday.

- New Year's Day
- Memorial Day
- July Fourth
- Labor Day
- Thanksgiving Day
- Christmas Day

7. **HOURS OF COLLECTION.**

All regular collections shall be performed on weekdays between the hours of 6:00 a.m. and 6:00 p.m. (local time).

8. **TRASH NOT TO BE SPILLED.**

Collection workers shall exercise care in loading and transporting refuse and trash to ensure that no material is left either on private property or upon the streets and alleys. If any refuse is spilled on private property, streets, or alleys the Company shall remove it within twenty-four (24) hours of notice from the City's Solid Waste Coordinator or a Customer.

Failure to remove material within this timeframe may result in the City removing material and deducting costs from the Company's monthly invoice for the removal. Company shall prevent collected material from spilling or blowing during collection and from trucks once it has been collected.

9. **EQUIPMENT.**

The Company shall furnish all equipment, labor, and supervision necessary to perform this contract and shall contract with licensed disposal sites for the complete disposal of said Refuse. The equipment shall be regularly maintained to manufacturers' specifications to minimize leaking of fluids, as well as noise and air pollution, and in such condition that the schedule of collection, as presented to the City, can be maintained. Breakdowns or faulty equipment shall not be sufficient reason to deviate from this schedule.

The Company shall use equipment equal in type and specification, usual wear and tear excepted, at all times during the performance of the Agreement, and shall promptly acquire and use such additional equipment as performance of the Agreement shall from time-to-time require. The equipment required to perform this contract shall be available prior to the date collections commence under the Agreement, at which time it may be inspected by the City.

The name of the company shall be painted on both sides of the truck with letters and figures not less than seven inches (7") high. The Company shall have the trucks washed at least once weekly.

10. **CONTRACTOR'S CUSTOMER SERVICE OFFICE.**

The Company shall maintain a customer service office with courteous and knowledgeable staff available via a local toll-free telephone number, as well as voicemail and email 24 hours a day, seven days a week. Customer service office staff shall be available for calls and complaints during weekdays from 8:00 a.m. to 7:00 p.m. EST (local time). In case of missed scheduled collections, which were not due to the fault of Service Recipient, the

Company shall investigate and, if verified, shall arrange for pick-up of said refuse as soon as possible, but no later than the end of the next business day after the complaint is received.

In addition, each shift supervisor in charge of the Company's collection crew route shall carry a cell phone with a local toll-free telephone number which shall be given to the City's Solid Waste Coordinator to notify phone calls regarding the day's route.

11. DISPOSAL OF WASTE.

All Solid Waste collected by the Company shall be disposed of by the sanitary landfill method or by other methods. The Company shall include in his bid the payment of all costs for the disposal of Solid Waste collected under this Agreement. The Contractor shall contract with a suitable site adequately zoned and permitted as a sanitary landfill, site shall have prior and continued written approval of the State of Indiana and the Board of Health of the County in which it is located for said solid waste disposal.

The City of Mishawaka has entered an Interlocal Agreement with the Elkhart Board of County Commissioners establishing a discounted municipal disposal rate at the Elkhart County Landfill at 59530 County Road 7 South, Elkhart, Indiana. All solid waste collected under this contract shall be disposed of at the Elkhart County Landfill with Contractor paying all disposal costs at the following discounted municipal disposal rate. The rate on January 1, 2025, will be \$24.00 per ton; and January 1, 2026, increase to \$25.00 per ton. The interlocal agreement set rates for 2027 through the end of 2030 at \$25.00 per ton. If an alternate landfill for disposal of waste is chosen by the Company, the maximum disposal rate paid by the City shall be the same as those stated in the Agreement with Elkhart County Landfill.

Surcharges paid for disposal of Solid Waste in an out-of-County or out-of-State landfill shall not be considered for compensation adjustment unless all local facilities are not accepting waste.

Company shall transport and process all Recyclables collected at a properly licensed processing facility. Company shall have the responsibility for the marketing and sale of the Recyclables collected.

12. EXTRA SERVICES, RESIDENCE.

The Company may provide additional disposal services for residents at their request at reasonable rates for items not covered in the Agreement. These separate contracts shall be independently agreed upon between the Company and the interested party. Company shall be responsible for billing and collecting payment for the extra services from resident. The City shall in no way be a party to any said contracts and will assume no responsibility for payment, claims, and any other actions relating thereto.

13. OUTSIDE SERVICES

The Company may solicit commercial and industrial accounts not covered by this Agreement. All arrangements for collection and payment for services are the sole obligation of the Company. At no time shall the Company exceed its capacity so that the proper performance of this Agreement is endangered. The City shall in no way be a party to any said contracts and will assume no responsibility for payments, claims, or any other actions relating thereto.

14. BILLING SERVICES.

The City will be responsible for all billing of customers. Company will invoice the City monthly and the City shall pay undisputed, invoiced amounts within thirty (30) days of its receipt of the invoice. At the beginning of each quarter, the City will provide adjustments to the dwelling count (senior and non-senior) to the Company and Company will base invoicing for services on that count for the quarter. The dwelling count total as of June 30, 2024 is 13,766 – a 2,789 seniors and 10,977 non-seniors.

The current accounts receivable listing is the property of the City, all arrangements for collection and payment of these services shall be the sole responsibility of the City. The Company shall be responsible for compiling, developing, and implementing an accounts receivable listing needed to submit an itemized billing to the City for payment.

Should any territory be annexed to the City, it will be added to the Agreement effective upon the date that such annexation is complete and final as prescribed in the applicable statute of the State of Indiana on annexation. The City of Mishawaka will provide the number of units and addresses to be included.

15. REPORTS.

The Company shall submit to the City, written reports detailing the number of tons of waste collected, as well as the percentage of participation in each program and the number of Dwelling Units served during this same period for following:

- a. The Company shall provide monthly an accounting of the tons of waste and Recyclables collected, detailing the number of Dwelling Units served, the percentage of participation for recycling.
- b. The Company shall provide quarterly a summary of tons of refuse collected and the name of landfill transported to for disposal.
- c. The Company shall provide quarterly a summary of the amount of Large Items/White Goods collected.
- d. The Company shall provide a quarterly summary reports of complaints and/or commendations received.

16. AFFIRMATIVE ACTION.

The Company shall comply with all appropriate Affirmative Action requirements, and further, the Company shall not discriminate under this Agreement based on race, creed, color, sex, national origin, religion or any other prescribed basis.

17. CITY FACILITIES.

Company shall furnish weekly Solid Waste and Recyclables collection service to City-owned facilities, approximately 200 cubic yards in total per week, and as shown on the following list of location and container size. No additional charge is to be levied by the Company to the City for rental of any Bins or for weekly collection and disposal of waste and recycling during the Agreement. These items shall be factored into unit price cost included within the bid.

SOLID WASTE COLLECTION		
Service Name	Service Address	Containers
Household Hazardous Waste Center	1105 E Fifth St	2-30 YD RO, 2-8FL
Watson Central Services	700 S Union St	2-8FL
City Hall / Utilities / Police Station	100 Lincolnway W	1-8FL
Fire Station 1	600 S Union St	1-8FL
Fire Station 2	700 E McKinley Ave	1-8FL
Fire Station 3	333 E Douglas Rd	1-8FL
Fire Station 4	3000 Harrison Rd	1-8FL
Police Training Center	363 E Douglas Rd	1-6FL
City Wellness Facility	333 E Mishawaka Ave	1-6FL
Castle Manor in Merrifield Park	801 Indiana Ave	2-96T

CARDBOARD RECYCLING COLLECTION		
Service Name	Service Address	Containers
City Hall / Utilities / Police Station	100 Lincolnway W	1-8FL

RECYCLING COLLECTION		
Service Name	Service Address	Containers
City Hall / Utilities / Police Station	100 Lincolnway W	2-96Y
Fire Station 1	600 S Union St	3-96Y
Fire Station 2	700 E McKinley Ave	3-96Y
Fire Station 3	333 E Douglas Rd	3-96Y
Fire Station 4	3000 Harrison Rd	3-96Y

City Wellness Facility	333 E Mishawaka Ave	2-96Y
Castle Manor in Merrifield Park	801 Indiana Ave	1-96Y

18. CITY PROGRAMS.

Company shall, upon written request of the City, assist the City during the following City Programs. No additional compensation shall be due the Company for these additional services.

a. **FALL LEAF PROGRAM**

City will conduct its leaf collection program consisting of leaves raked to the curb and collected by a leaf vacuum truck. Company shall, upon request, collect all bagged leaves placed at the curb as part of its Green Waste Program. No additional compensation shall be due the Company for this additional service.

b. **COMMUNITY SUPPORT**

Company shall provide the City a minimum of five hundred (500), sixty (60) gallons, corrugated cardboard event boxes including five hundred (500) plastic liners each year of contract for no additional fee. Central Services shall be responsible for set-up, collection, and disposal as part of the Riverwalk and Park events.

19. PROCESSING OF RECYCLABLE MATERIALS.

The Company shall utilize a Recycling Processing Center within a reasonable distance to the City. The processing Center shall accept all Recyclables as defined herein. All Recyclables collected from residents shall be processed at the Processing Center. Title to Recyclables brought to the processing Center shall be with the Company, and the Company shall have the responsibility for the sale of such Recyclables. The City shall have the right, upon reasonable notice, to audit the records of the Company to ensure compliance with the provisions of this Agreement. Disposal of recycled material in a landfill shall not be permitted, except as otherwise specified in the Agreement.

The City will enforce its "anti-scavenger" ordinance as may be reasonably practical to protect Company's ownership and the City's interest in all Recyclables placed at the curbside for collection by the Company under the terms of this Agreement.

20. PUBLIC AWARENESS PROGRAM.

Company shall prepare a summary of the services in this Municipal Trash and Recycling Collection Agreement providing residents the following information: Beginning date of contract, Monthly Basic Rate and Senior Rate, Billing, Refuse Collection, Vacancies, Trash Limits, Large Item Pickup, Yard Waste, Recyclable Waste and Household Hazardous Waste Disposal.

Summary of services shall be in the form of a letter submitted to the City for approval ninety (90) days prior to commencement of Agreement. Upon approval, the Agreement summary will be distributed to each dwelling unit in the Mishawaka Municipal Utilities Communicator and then posted on the City's Webpage.

21. MOBILE HOME PARK EXEMPTION.

Currently several mobile home parks are served by the City's municipal refuse contract. These facilities each receive curbside recycling and large item collection in addition to basic refuse service. These facilities may petition the Board of Public Works & Safety to modify their collection program to utilize dumpsters in lieu of curbside collection. The petitioner shall provide recycling to all residents while utilizing the City's contractor for these services for the duration of this contract.

22. DISASTER REMOVAL ASSISTANCE.

When requested in writing by the City, the Company shall assist the City and provide proposal for emergency assistance as defined by the Street Commissioner to address the specific disaster, which may include additional equipment and manpower to assist with disposal of large amounts of material damaged because of flood or windstorm. Material for disposal may consist of furniture, carpeting, appliances, tree stumps, branches, etc. The Company shall be required to maintain a regular collection schedule in addition to providing this disaster service. At such time the unit price shall include accounting services to document date, time of day, number of loads transported, and the disposal site in addition to all charges for manpower, equipment, overhead, fuel, and disposal charges at appropriate facility. The City's expectation is fair market value and not inflated values that

disaster can foster as this Company is the City's waste hauler and considered an extension of the City and part of the City Team.

23. **EXCLUSIVE RIGHT; EXCEPTIONS; ENFORCEMENT.**

- a. The City does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste including Refuse, Recyclables and Bulky Waste generated, deposited, accumulated, or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 23(b) below, City shall require all Residential Premises within the Service Area to utilize the Collection Services of Company as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more Single-Family Premises shall not be permitted to share Collection Services under a single account.
- b. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.
- c. The City shall use good faith efforts to protect and enforce the exclusive rights of Company through appropriate ordinances and enforcement of those ordinances against third party violators. Company may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Company.

24. **COLLECTION SERVICES.**

- a. Overweight Containers. The Company may refuse to collect any Refuse or Recyclables, Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Service Recipient regarding each instance of non-collection.
- b. Customer Services. All Service Recipient contacts and requests will be made through one of the Company's customer experience (CE) channels, which may include phone, chat, and contact back. Company shall have sufficient tools in place to handle the volume of contacts experienced on a monthly average. Company's CE will offer an automated self-service guided flow or other technology as developed, to resolve most issues. If the matter cannot be resolved through the self-service options, the Company will provide a "contact back" option where the Company will respond to the customer. CE is generally closed on weekends and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- c. Temporary Services. Company will have the exclusive right to collect, transport, dispose and Process C&D Debris and other Solid Waste from Residential Premises which is not collected as part of the recurring Refuse or Recyclables Collection Services hereunder. Such temporary services include (a) the delivery of Roll-Off Containers to the Residential Premises, and the collection and disposal or Processing of Solid Waste placed therein, and (b) on-call collection of Bulky Waste. Company will determine the terms of such services and rates are available upon request.
- d. Bagster Service. Provided such services are offered by Company in an area including the City, Company will make Bagster® Service, consisting of collection of the Bagster Bag and processing/disposal, available to all Service Recipients purchasing a Bagster Bag and requesting collection. Bagster Service is intended as a service in addition to, and not as a substitution for, temporary bin or roll-off service.

- e. Special Services. From time to time, Service Recipients may request performance of special services, for which a rate is not provided in Exhibit A. Company shall make good faith efforts to provide the requested service at a reasonable rate negotiated with the Service Recipient.
- f. Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.
- g. Public Outreach. Company acknowledges that education and public awareness are essential elements of efforts to achieve recycling goals. Accordingly, the Company and the City will agree to implement a public education program to expand public and Service Recipient awareness concerning the necessity for methods of reducing, reusing, and recycling waste materials.

The City shall have primary responsibility for developing, designing, and executing overall public promotion, education, and outreach programs, with the assistance and cooperation of the Company. The Company shall have primary responsibility for providing service-oriented information and outreach to Service Recipients and implementing ongoing recycling promotions, education, and outreach programs, at the direction of the City.

The Company shall keep the public informed of programs and encourage participation through an electronic Annual Service Update. Once per calendar year, the Company shall provide an Annual Service Update for each service sector, the format, content, and timeframe of which shall be subject to prior review and approval by the City, which will not be unnecessarily delayed or withheld. The Annual Service Update shall be transmitted to all Service Recipients by e-mail, or other electronic means and, at a minimum, shall include an informational brochure indicating Rates, all Collection Services available, Cart preparation and other service requirements, Holidays, contact information, inclement weather and other policies and other useful Service Recipient information.

The Company shall develop and periodically update and maintain sufficient quantities of new Service Recipient information materials, the format and content of which shall be subject to prior review and approval by the City, which shall not be unreasonably delayed (i.e., longer than two weeks) or withheld. Upon approval, materials shall be transmitted by mail, email, or other electronic means to every new Service Recipient prior to the Service Recipient's first billing and shall, at a minimum, include a statement of applicable rules and service policies, Rates, services and preparation requirements, Holidays, collection day, Company Service Recipient service information and contact information. Materials shall be available in accessible and alternative language formats upon request.

- h. New or Enhanced Diversion Programs. In the event any federal, state, or local law or regulation is adopted or becomes effective after the date of this Agreement which imposes upon City or Company a requirement for the implementation of any source separated program for the collection of any waste material not already covered by this Agreement, increases City's diversion requirement under Applicable Law, changes the methods for obtaining or measuring compliance with diversion requirements, or changes public education and outreach requirements, Company shall design and present a program to City to comply with such new laws or regulations. Before any such changed services are implemented, Company and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth to compensate Company for implementing said changed services.

25. SERVICE RATES.

- a. Service Rate Schedule. Company shall provide the Collection Services for the rates set forth in Exhibit A (the "Rates").
- b. Extraordinary Adjustments. In addition to the annual adjustment provided by subsection (b) above, the Rates may, upon written request of Company, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:
 - i. Uncontrollable Circumstance (see Section 25)

- ii. Changes in Applicable Law that is effective after the Effective Date of this Agreement
- iii. Increase in surcharges, fees, assessments, or taxes levied by federal, state, or local regulatory authorities or other governmental entities related to the Collection Services
- iv. Increase in the cost of transportation, including fuel and third-party transportation costs, as determined by reference to the Energy Information Administration of the U.S. Department of Energy's ("EIA/DOE") Weekly Retail on Natural Gas Prices for the U.S.
- v. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

If Company requests a Rate adjustment pursuant to this Section 25(c), it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Company and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. The City, by action of the City's Board of Public Works and Safety and Common Council, may approve all properly calculated Rate adjustments within a reasonable time, and the adjusted Rates shall be deemed to take effect as of the date of Company's request. In the event an extraordinary adjustment based on any of the above criteria is not approved by the City, Company may terminate upon 180-days' prior written notice. During the pendency of the 180-day period, Company shall continue to provide Services and City shall continue to pay for such Services in accordance with the Agreement.

In the event the City approves the Rate adjustment, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall endeavor to approve the Rate adjustment within such time-period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Service Recipients by the date the same are effective.

26. DEFAULT AND TERMINATION.

Except as otherwise provided in Section 29 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement; provided, however, if the particular default is not reasonably capable of being cured within 30 days, then the defaulting Party will have such number of days to cure as is reasonable under the circumstances. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive, or special damages for any alleged default under this Agreement.

27. INDEPENDENT CONTRACTOR.

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors, or subcontractors, are not and shall not be considered employees, agents, or servants of the City for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

28. SUBCONTRACTORS.

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the City, which approval shall not be unreasonably delayed or

withheld. If written approval is obtained, Company shall remain liable to the City for the subcontractor's performance of the Collection Services as if Company were providing them itself.

29. FORCE MAJEURE.

Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics or epidemics, industry-wide labor or equipment shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

30. INDEMNIFICATION.

- a. Company agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Company's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- b. To the fullest extent permitted by law, City agrees to indemnify, defend, and hold Company harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, based upon or arising out of City's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of City, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this Agreement.
- c. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.
- d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

31. INSURANCE.

Company shall comply with the insurance provisions provided in the STP-24-001 Specifications.

32. MISCELLANEOUS PROVISIONS.

- a. In the event of a conflict between the Agreement Documents, they shall be resolved using the following order of precedence:
 - i. This Agreement and its exhibits;
 - ii. Contractor's Exception attached hereto Exhibit D (as revised/clarified by letter and email noted above); and
 - iii. The STP-24-001 Specifications.
- b. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- c. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

- d. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company:

41100 Plymouth Rd.
Plymouth, MI 48170
Attn: David Wainscott

If to City:

Attn: _____

- e. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.
- f. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the City, which shall not be withheld unreasonably nor required with respect to an assignment to an affiliate of Company.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

WASTE MANAGEMENT OF INDIANA, LLC

By: _____
Name: _____
Title: _____

BOARD OF PUBLIC WORKS & SAFETY

CITY OF MISHAWAKA, INDIANA

By: _____
Name: _____
Title: _____

EXHIBIT A: COMPANY RATES

The rates presented for Base Services, Curbside Weekly Recycle and Additional Carts are to be billed monthly.

BASE SERVICES							
<i>curbside weekly waste collection and disposal, yard waste, bulky items</i>							
	Year 1	Year 2	Year 3	Year 4	Year 5	Six Months	Average
Basic Residential	\$11.25	\$11.70	\$12.17	\$12.65	\$13.16	\$13.69	\$12.32
Senior Residential	\$9.00	\$9.36	\$9.73	\$10.12	\$10.53	\$10.95	\$9.86

CURBSIDE WEEKLY RECYCLE							
	Year 1	Year 2	Year 3	Year 4	Year 5	Six Months	Average
Basic Residential	\$7.64	\$7.95	\$8.26	\$8.59	\$8.94	\$9.30	\$8.37
Senior Residential	\$6.11	\$6.35	\$6.61	\$6.87	\$7.15	\$7.43	\$6.69

Combined Average Basic Residential	\$20.69
Combined Average Senior Residential	\$16.55

ANCILLARY FEES							
	Year 1	Year 2	Year 3	Year 4	Year 5	Six Months	Average
Basic Additional Cart*	\$8.44	\$8.78	\$9.13	\$9.49	\$9.87	\$10.27	\$9.24
Senior Additional Cart*	\$6.75	\$7.02	\$7.30	\$7.59	\$7.90	\$8.21	\$7.39
Cart Delivery*	\$25.00						
Cart Exchange ¹ *	\$25.00						
Cart Replacement ² *	\$75.00						
Additional Bulk Items*	\$35.00 for up to three items; \$15.00 per each additional item up to five total						

services with an asterisk are optional and billed direct to the resident

¹one-time charge to service recipient if cart size is increased or decreased after expiration of cart amnesty period

²one-time charge to service recipient if cart is lost, stolen, damaged, or destroyed through no fault of WM

EXHIBIT B: SINGLE STREAM SPECIFICATIONS

Recyclable materials must be dry, loose, unshredded, empty and include only the following:

Aluminum cans	Old corrugated containers and uncoated cardboard such as moving boxes and pizza boxes
Glass food and beverage containers (any color)	PET bottles with the symbol #1 (screw tops only)
HDPE plastic bottles and containers with the symbol #2 such as milk jugs, detergent containers, and shampoo bottles	PP plastic bottles and containers with symbol #5 such as yogurt containers and syrup bottles
Magazines, glossy inserts, and pamphlets	Steel and tin cans
Mail	Uncoated paperboard such as cereal, food and snack boxes
Newspaper	Uncoated printing, writing, and office paper

Non-recyclable materials include, but are not limited, to the following:

Any Recyclables less than four inches in any dimension	Microwavable trays
Batteries and light bulbs	Mirrors, as well as window or auto glass
Coat hangers	Napkins, paper towels, tissue, and paper plates and cups
Coated cardboard	Needles, syringes, IV bags or other medical supplies
Excluded Materials or containers which contain Excluded Materials	Plastic bags and bagged materials (even if containing Recyclables)
Expanded polystyrene	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics such as utensils
Flexible plastic or film packaging and multi-laminated materials	Porcelain and ceramics
Food waste and liquids, as well as containers containing such items	Propane tanks and fuel canisters
Glass and metal cookware or bakeware	Soiled paper including paper plates and cups
Hoses, cords, and wires	Textiles, cloth, or any fabric such as bedding and sheets
Household appliances and electronics	Green Waste, construction debris, and wood

DELIVERY SPECIFICATIONS.

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. Recyclable Materials specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials").

EXHIBIT C: BULK COLLECTION GUIDELINES

Below are examples of **acceptable items** with preparation guidelines where applicable.

Item	Details
Basketball Hoops	Poles must be cut into sections under four feet.
Bathtubs	No larger than four-foot sections.
Bed Frames	If upholstered, must be wrapped in plastic. WM suggests mattress bags (available at moving stores) or plastic painting drop cloths sealed with duct tape (available at home improvement stores).
Box Springs	Must be wrapped in plastic.
Cabinets	Each cabinet counts as one bulk item.
Cardboard	Boxes must be flattened and tied into bundles no larger than four feet and no heavier than 50 pounds.
Carpet & Padding	Must be rolled and tied with tape or string into bundles no longer than four feet and no heavier than 50 pounds. Four bundles equal one bulk item.
Children's Toys	Includes Big Wheels, bicycles, and doll houses.
Exercise Equipment	Must be cut into four-foot sections.
Grills	Gas grills must have fuel tank removed prior to disposal.
Hot Tubs	Must be cut into a minimum of four sections within the standard weight limit.
Indoor Furniture	If upholstered, must be wrapped in plastic. Two dining room, kitchen, or patio chairs equal one bulk item. Each piece of a sectional couch equals one item.
Lawn Mowers	Must be drained of all oil and gas. Riding mowers are not accepted.
Mattresses	Must be wrapped in plastic.
Miscellaneous Household Items	Includes infant and toddler car seats, interior doors, pool filters, sinks, vacuum cleaners, washers and dryers, and wheelbarrows.
Outdoor Furniture	Two chairs equal one bulk item, and one chaise lounge equals one bulk item. Cushions must be wrapped in plastic. Umbrellas must be collapsed and broken down into sections of four feet or less, if possible, and under 50 pounds per section; umbrella and base are separate items.
Paint Cans & Containers	Up to seven cans equal a single bulk item, and every seven cans thereafter would be considered an additional item. A small number (~2-3) of cans may be placed inside the toter to be taken as regular trash. Regardless of the method of disposal, all paint must be solidified and dried using an absorbent material such as sand or kitty litter.
Pallets	Must be broken down and bundled with no nails sticking out.
Pianos	Must be cut into a minimum of four sections within the standard weight limit.
Pool Liners or Panels	Must be bundled in sections no longer than four feet and no heavier than 50 pounds. Two bundles equal one bulk item.
Refrigerators	Must remove doors and drain Freon.
Shower Enclosures	Must not be heavier than 50-pound sections.
Small Appliances	Includes microwaves, toaster ovens and the like. Items that can fit in cart should be placed in cart.
Storm Doors	Must have glass removed and placed in a hard container or small, well-taped box marked "broken glass".
Swing Sets	Must be cut into four-foot sections.
Toilets	Must be empty with tank detached from bowl.
Windows	Must have glass removed and placed in a hard container or small, well-taped box marked "broken glass". Must be less than 50 pounds of glass per window.

Below are examples of **non-acceptable items**. Please note this list is not all-inclusive.

- Any Freon-based item that has not been properly drained (refrigerators, freezers, air conditioners, etc.)
- Antifreeze
- Automotive parts
- Batteries

- Bricks, dirt, gravel, rocks, sod, and stones
- Concrete and cement, as well as any attached items
- Construction or demolition material
- Hazardous waste
- Manure
- Oil and gas
- Pesticides, insecticides, and similar substances
- Propane tanks
- Riding lawn mowers
- Roofing shingles
- Tires
- Tree stumps

EXHIBIT D: BID EXCEPTIONS

Waste Management of Indiana, LLC's (Contractor) Exceptions to the City of Mishawaka Request for Proposal for Municipal Refuse Collection, Transportation, and Disposal (City Project No. STP-24-001) submitted on August 8, 2024. Page, Number and Section references related to (City Project No. STP-24-001) bid specifications.

Page	Number	Section	Description of Exception
III-1	1.(j)(2)	Definition of Terms: Containers	Carts are not animal proof and therefore, do not keep animals out.
III-2	1.(m)	Definition of Terms: Domestic Garbage, Refuse, or Trash	Contractor takes exception to including earth and rocks inside the waste cart.
III-2	1.(q)	Definition of Terms: Large Items & White Goods	Contractor takes exception to the collection of White Goods that has not removed freon.
III-3	1.(w) Bullet Points	Definition of Terms: Recyclable Materials	Fifth Bullet - Contractor takes exception to including plastic bags and Styrofoam. Insert the Single Stream Specifications attached hereto outlining acceptable material and language regarding and contamination.
III-6	7.	Control and Penalties	Replace 24 hours with "by the end of the next business day".
III-6-III-7	7.	Control and Penalties	Insert force majeure provision to read as, "Neither Party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, riots, imposition of laws or governmental orders, fires, pandemic and government orders related thereto, and acts of God, and the affected party shall be excused from performance during the occurrence of such events; provided, that if the force majeure circumstances persist for more than thirty (30) days, the other Party may terminate this Agreement and any or all SOWs without further penalty or liability.
IV-2	1.(D)	Standards of Collection: Large Item Collection	Contractor takes exception to including televisions in Large Item collections.
IV-3	3.	Manner of Dress	Contractor takes exception to the last sentence in this provision. It needs to be deleted.
IV-4	6.	Trash Not to Be Spilled	Revise 24 hours with "by the end of the next business day".
IV-4	7.	Equipment	Contractor takes exception to the requirement to wash the trucks a minimum of two (2) times per week. Contractor shall wash trucks at least one (1) time per week.
IV-5	9., ¶ 3, Sentence 1	Disposal of Waste	The word "determine" shall be replaced with "approve".
IV-6	13.(A-C)	Reports	Reports shall be noted as approximate.
IV-8	17.	Processing of Recyclable Materials	Third Line: insert "acceptable" before "recyclable materials brought to the".

OCT 10 2024

City Clerk
Mishawaka, IN

SPECIFICATIONS FOR
MUNICIPAL REFUSE COLLECTION,
TRANSPORTATION, AND DISPOSAL
CITY PROJECT NO. STP-24-001



Board of Public Works & Safety

August 2024

SPECIFICATIONS

FOR

**MUNICIPAL REFUSE COLLECTION, TRANSPORTATION, AND DISPOSAL
CITY PROJECT NO. STP-24-001**

FOR THE

CITY OF MSHAWAKA, INDIANA

August 2024

SPECIFICATIONS

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ADVERTISEMENT FOR BIDS

MUNICIPAL REFUSE COLLECTION, TRANSPORTATION, AND DISPOSAL

CITY PROJECT NO. STP-24-001

The Board of Public Works and Safety of the City of Mishawaka, St. Joseph County, Indiana, will receive sealed bids until 10:00 a.m. (local time) on **Tuesday, August 20, 2024** at the Office of the City Controller on the 1st Floor of City Hall, 100 Lincolnway West, Mishawaka, Indiana, 46544, at which time and place all bids will be publicly opened and read aloud at the Board of Public Works Meeting in the Board Room on the 2nd Floor of City Hall. Bids will only be accepted from Plan Holders of Record for the following:

MUNICIPAL REFUSE COLLECTION, TRANSPORTATION, AND DISPOSAL

“NO TRASH LEFT BEHIND” consisting of:

Weekly residential solid waste collection, co-mingled yard waste, with waste cart, weekly residential recycling materials collection with recycle cart, and large item removal.

Specifications are available for examination at the Office of the City Engineer/Director of Engineering on the 2nd Floor of City Hall, Mishawaka, Indiana. Copies of the Specifications and Contract Documents can be obtained at the Office of the City Controller on the 1st Floor of City Hall, Mishawaka, Indiana at a non-refundable cost of \$50.00 for each set of documents.

A Pre-Bid meeting will be held on **Friday, August 9, 2024, at 10:00 a.m.** local time in the Board Room on 2nd Floor of City Hall, 100 Lincolnway West, Mishawaka, Indiana. Contractors anticipating submitting bids for this work are encouraged to attend.

Bids must be submitted on the colored proposal forms provided in the bidding documents, and each bid shall be accompanied by a Non-Collusion Affidavit as required by the Statutes of Indiana. Each bidder shall submit a certified financial statement documenting their experience record, available equipment, and proposed work plan. Each bidder shall be required to complete all documents listed in the Checklist for Bidders.

A certified check payable to the City of Mishawaka, Indiana or a satisfactory Bid Bond executed by the bidder and surety company, in the amount of One Hundred Thousand Dollars (\$100,000.00) shall be submitted with each bid.

A Performance Bond in the amount of fifty percent (50%) of the Annual contract Price as security for the faithful performance and payment of all contractor's obligations will be required of the successful bidder and remain in force for the life of the contract.

The Board of Public Works & Safety of the City of Mishawaka, Indiana reserves the right to reject any or all bids, to waive any irregularities in bidding, and to award a contract in the best interests of the City of Mishawaka, Indiana.

No bid or bid security may be withdrawn for a period of sixty (60) days after the date set for the opening thereof.

**CITY OF MISHAWAKA
BOARD OF PUBLIC WORKS & SAFETY**

Donna M. Burkart, Clerk of the Board of
Public Works & Safety

Advertise on August 1, 2024 & August 8, 2024

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DIVISION II

INSTRUCTIONS TO BIDDERS

1. PRE-BID MEETING

A Pre-Bid meeting will be held on **Friday August 9, 2024**, a.m. local time in the Public Works and Safety Board Room at City Hall, second floor, 100 Lincolnway West, Mishawaka, Indiana. Contractors anticipating submitting bids for this work are encouraged to attend.

2. COPIES OF BIDDING DOCUMENTS

Complete sets of the Bidding Documents may be obtained at the City Controller's Office on the 1st Floor of City Hall, 100 Lincolnway West, Mishawaka, Indiana, 46544.

Complete sets of Bidding Documents shall be used in preparing Bids; Owner will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. No partial sets will be sold.

3. QUALIFICATIONS OF BIDDERS

A bidder shall provide a minimum of three (3) references of other communities for which the bidder is currently providing or has provided similar services within the last five (5) years. Each reference shall include information and/or proof covering its qualifications, by completion of experience forms in proposal by furnishing:

- a. Name of community and type of services provided, and number residents served.
- b. Number of years services provided, year service began
- c. Name of contact person, title, and phone number.

Bids will only be considered from those Bidders that are publicly traded, and in the opinion of the Owner, have sufficient experience in the refuse collection field and meet all requirements documented that they are presently operating a municipal residential refuse collection system of the type and extent comparable in size to that outlined in these specifications. Further, each Bidder shall be required to demonstrate that Bidder has adequate equipment, financial resources, adequate work plan, facilities, experienced personnel, and expertise to perform the services called for by this Contract.

Refuse collection operations, which have or are now being operated by the Bidder shall be subject to inspection by the Owner to determine the Bidder's ability to perform satisfactorily under the Contract. No Contract shall be awarded to a Bidder who, as determined by the Owner, is not qualified to adequately perform due to an unsatisfactory record or inadequate experience, or who lacks the necessary capital, organization, personnel, or equipment to conduct and complete the services in strict accordance with the terms and conditions of the Contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

By submitting a Bid, each Prospective Bidder stipulates that it has (a) examined the Contract Documents thoroughly, (b) visited the City to familiarize itself with local conditions that may in any manner affect the quantity and character of the refuse to be handled under this Contract, (c) familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may, in any manner, affect cost, progress or performance of the Work; and (d) studied and carefully correlated Bidder's observations with the Contract Documents.

5. NO INVESTMENT ACTIVITIES IN IRAN

In accordance with Indiana Code 5-22-16.5, by submitting a proposal, the bidder is certifying that the bidder does not engage in investment activities in Iran as defined by Indiana Code 5-22-16.5-8. Providing false certification may result in the consequences listed in Indiana Code 5-22-16.5-14, including considering the bidder as nonresponsive, termination of the

contract if awarded, as well as bringing civil action against the Contractor.

6. INTERPRETATIONS and ADDENDA

All questions for clarifications about the meaning or intent of the Contract Documents must be received by the Owner at least seven (7) calendar days before the bid opening to allow the issuance of any addenda determined by the City to be necessary. Requests shall be submitted via email to the City Engineer, cjamrose@mishawaka.in.gov.

Clarifications in response to such requests will be issued by an Addenda and emailed to Specification Document holders of record. Questions received less than seven (7) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding.

7. BID SECURITY

Bid security shall be made payable to Owner, in the amount stated in the Advertisement for Bids in the form of a certified or bank check or a Bid Bond (on form attached) issued by a Surety meeting the requirements of the General Conditions.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder shall be forfeited.

8. SUBCONTRACTORS

The successful bidder shall not be permitted to sublet any portion of the proposed Contract. Contractor shall have in its possession all equipment and labor necessary to complete such contract as may be entered into. Bids submitted with different divisions of parent company or affiliated companies in common ownership performing services shall be acceptable.

9. PROPOSALS (BID)

Each proposal (Bid) must be typed or legibly printed in ink. The Bid Price on the proposal form must be stated in words and numbers; in case of conflict, words will take precedence. No alterations are to be made on the printed proposal forms by erasures, interpolations, or otherwise, unless each such alteration is signed or initialed by the Bidder; if initialed, the Owner may require the Bidder to identify any alteration so initialed. No alteration to any Proposal, or in the form, on which it is submitted, shall be made after the Proposal has been submitted.

A bidder shall clearly detail in writing and submit with their proposal any deviation from or exception taken to the Specifications, including the reason for the exception. In the absence to any stated exception, the bidder's proposal will be accepted as being in strict conformance with the requirements terms and conditions of the specification Documents.

All Bids must be submitted on forms supplied by the Local Public Agency (colored copy supplied must be submitted with Bid) and shall be subject to all requirements of the Contract Documents and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

Bid Documents, including the Bid, Bid Guaranty, Vendor's Proposal, the Non-Collusion Affidavit, Acceptance, and the Statement of Bidder's Qualifications shall be submitted in duplicate (one original on colored paper and one copy, which may be on white paper) as one unit with all pages fastened together in the upper left corner of the page. The top page of the duplicate should be marked clearly with the word "COPY." All Bids shall be enclosed in an opaque envelope, which shall be sealed and clearly labeled with the following words:

PROPOSAL FOR MUNICIPAL REFUSE COLLECTION,
TRANSPORTATION, AND DISPOSAL: STP-24-001
CITY OF MISHAWAKA, INDIANA
Name of Bidder: _____
Address of Bidder _____
Date of Bid Opening: _____ 10:00 AM Local Time

The Owner may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

The address to which communications regarding the Bid are to be directed must be shown.

No facsimiles of Bids will be accepted.

Voluntary Alternatives: If a bidder has an alternate proposal that they believe would meet the needs of the city, the bidder may submit the alternate in addition to the proposal based on these specifications. An alternate proposal will be individually considered and will be subject to the approval and acceptance of the City. A voluntary alternate will not be considered in determination of the lowest most responsible and responsive bidder unless the Owner determines such an alternate to be equal or better than the requirements of the Specifications.

10. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the following words, "PROPOSAL FOR MUNICIPAL REFUSE COLLECTION, TRANSPORTATION, AND DISPOSAL, STP-24-001", name and address of the Bidder, and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof and must be received prior to published time for bid opening.

11. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of the Bids. No bids may be modified or withdrawn after opening of proposal.

12. OPENING OF BIDS

Bids will be opened publicly and read aloud at the time and place indicated in the Advertisement for Bids. A summary of the amounts of the Bids will be made available after the opening of Bids.

13. BIDS TO REMAIN OPEN

All bids may remain open for sixty (60) days after the day of the Bid opening, but Owner may, at its sole discretion, release any Bid and return the Bid Security prior to that date. Board of Public Works and Safety at its discretion, may award contract conditionally of City Council adopting proposed rate in an effort to reduce the sixty (60) day hold period.

14. AWARD OF CONTRACT

Owner reserves the right to reject all Bids, to waive any and all irregularities, to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, or conditional Bids. Discrepancies between words and figures will be resolved in favor of words.

In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements.

Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidder's organization to do the Work, in accordance with the Contract Documents and to Owner's satisfaction within the prescribed time.

Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the City.

15. PERFORMANCE AND OTHER BONDS

The General Conditions set forth Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security and certificates of insurance.

16. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three (3) unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen (15) days thereafter, Contractor shall sign and deliver at least three (3) counterparts of the Agreement to Owner with all other Contract Documents attached. Within ten (10) days thereafter, Owner will deliver a fully signed counterpart to the Contractor.

17. INDIANA LEGAL REQUIREMENT

Each Bidder shall submit under oath his Proposal, a non-collusion affidavit and statements of the proposed plan for performing the Work, the equipment available to perform the Work, and a copy of the latest complete financial statement. The financial statement shall be signed by an officer of the firm as well as a certified public accountant.

18. GUARANTEE

If a Bidder relies on the assets of its parent corporation or any other entity, then a guarantee document, legally executed by such parent corporation or any other entity, shall be submitted along with and as a part of the bidder's bid as to the fact that such parent corporation or any other entity guarantees the full and faithful performance of this Contract and that all assets of the parent corporation or other entity would be subject to the faithful performance of the bidding company.

19. BOUND COPY OF CONTRACT DOCUMENTS

The Proposal or other bidding forms shall not be removed from the bound copy of Contract Documents. A separate-colored proposal form is enclosed with each bid package shall be completed to include all items listed in the Checklist for Bidders and all Addenda.

20. TERM OF CONTRACT

The term of this initial Contract shall be for a period of five (5) years and six (6) months, with an Option to renew with the approval of all contracting parties per Indiana Code 5-22-17-4 for five (5) year increments going forward and conforming with the same terms and conditions established with this initial Contract term. The Contractor awarded the Contract by the Owner states that the initiating date of contract service shall be January 1, 2025, and original term of contract shall extend from that date to June 30, 2030. Contractor shall provide the Owner with written notice at least 1 year before the expiration of the initial term or any extension if the party desires to extend the contract. By submitting a bid, Contractor acknowledges to have adequate equipment and manpower to begin collection on that date.

21. LIQUIDATED DAMAGES

Failure of Contractor to commence services on January 1, 2025, shall result in liquidated damages in the amount of Five Thousand Dollars (\$5,000) for each calendar day delay in commencing of services. In the event such damages are sustained by the City, the City shall deduct the damages amount from any amounts due to the Contractor under the contract.

22. CONTRACT UNIT PRICE

The Contractor shall complete the unit price for each of the items and alternates in the Proposal. Each unit price will be deemed to include an amount considered to be adequate to cover Contractor's overhead and profit for each separately identified item.

The Contractor shall submit a monthly cost per dwelling unit for each year of the contract as shown in the Proposal. This unit price shall be based upon providing the specific service for the frequency stated in Division IV of these specifications. This unit price shall include any anticipated usual increases in fuel, labor, disposal fees and other items as necessary for each year listed on the Proposal.

Contractor shall list on proposal monthly fee utilizing the five-year average of the individual yearly unit prices to establish a uniform rate throughout each year over the life of the agreement. The initial monthly rate including basic trash service, curbside recycling, large item collection.

Any adjustments to the Fuel Recovery Fee are negotiable no more than once per year and shall take effect at the beginning of the next calendar year.

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DIVISION III: GENERAL CONDITIONS

1. DEFINITION OF TERMS

Whenever, in the specifications and contract, the following terms, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- a. Apartment Complex
A building or related group of buildings each containing five (5) or more dwelling units.
- b. Ashes
The residue resulting from the burning of wood, coal, coke, or combustible materials.
- c. Award
The decision of the Owner to accept the proposal of the lowest responsible bidder for the Work, subject to the execution and approval of a satisfactory contract therefore, and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.
- d. Bidder
Any individual, firm, partnership, or corporation submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.
- e. Business Establishment or Commercial Establishment
Each separately operated entity or enterprise doing business within the City.
- f. City
Shall mean the City of Mishawaka, Indiana.
- g. City's Solid Waste Coordinator
Shall mean the Street Commissioner.
- h. Commercial Garbage, Rubbish, or Trash
All wastes originating in hotels, institutions, stores, markets, restaurants, or other business or commercial establishment.
- i. Construction Debris or Trash
All construction wastes of more than normal quantities than can be disposed of in weekly trash collection, consisting of, but not limited to, concrete, lumber, metal scraps, roofing, rocks, dirt, and other building debris.
- j. Containers
 - (1) Contractor shall be responsible for "providing new carts to each dwelling unit". Carts shall remain in the ownership of the contractor, amortization of the cost of these carts shall be based on a ten (10) year useful life expectancy, subsequent contractors shall be responsible for the unamortized portion of cart cost.
 - (2) One (1) new domestic waste container (Tote) shall be provided by Contractor per dwelling unit. It shall be 96-gallons and be constructed of injection molded of high-density polyethylene (HDPE) recycled material that meets all ANSI standards. Designed for maximum stability in wind, weather seasonal temperature extremes (-30° to +120° F), UV stabilized against long-term effects of the sun, impervious to most household chemicals and solvents, and impact resistance. Designed with handles and wheels for easy cart control and able to pass through standard 30" door. Lid designed to limit contact with

refuse. The top rim is reinforced for extra strength, double-wear strip on cart floor for added years of service with drip edge to keep rain and animals out. Waste carts shall be able to contain approximately 96-gallon and intended to be mechanically lifted to be emptied.

- (3) One (1) new recycling container (Tote) shall be provided by Contractor per dwelling unit. It shall be 96-gallons and be constructed of injection molded of high-density polyethylene (HDPE) recycled material that meets all ANSI standards as detailed in domestic waste container above. Lid designed to limit contact with recycled material and shall be a contrasting color from waste container, for recycling identification. All recyclable items shall be placed in the bin provided. Corrugated cardboard will be cut down to fit inside Tote.
- (4) Dumpster containers for defined City facilities shall be provided by Contractor, ranging in size from 6CY to 8CY shall be front load with lid, 30CY shall be roll off, open top. They all shall be in good condition, clean, sturdy, and able to be mechanically emptied at locations noted on page IV7.

k. Contract

The written Agreement between the Contractor and the Owner, governing the Performance of the Work and the furnishing of labor and equipment for the completion of the Work. The Contract includes the Advertisement for Bids, Proposal, Performance Bond, Specifications, Non-Collusion Affidavit, Financial Statement, Collection Map, Addenda, and any and all supplemental written agreements.

l. Contractor

Shall mean the lowest qualified responsible Bidder to whom the Owner (on the basis of the Owner's evaluation as herein provided) makes an award.

m. Domestic Garbage, Refuse, or Trash

All household wastes originating from residential dwelling units within the city. May consist of, but not be limited to, kitchen wastes, such as discarded food or food residues and paper and packaging used for wrapping same, boxes and cartons, providing all such materials are of a sufficient size to permit being placed in suitable container and then inside provided Domestic waste cart and not left in piles on the ground. It may include limited quantities of co-mingled grass clippings, sod, earth, and rocks, providing such items are placed inside waste cart and not exceed forty (40) pounds.

n. Dwelling Unit

Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities, which are used or intended to be used for living, sleeping, cooking, and eating. Multiple dwelling units within a building up to four (4) shall each be provided with separate waste and recycling carts.

o. Effective Date of the Agreement

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

p. Industrial Trash or Waste

The term industrial trash or waste shall mean all paper, cartons, boxes, barrels, wood, excelsior, tree branches, yard trimmings, wood furniture, bedding metals, tin cans, metal furniture, dirt, grass, crockery, glass, mineral refuse, ashes, street sweepings, leaves, catch basin dirt, contents of litter receptacles, cinders, lumber scraps and shavings, metal scraps and shavings, building material scraps, solid waste originating from industrial or manufacturing operations.

q. Large Items & White Goods

May include washers, dryers, hot water heaters, furniture, freezers, refrigerators, other household appliances

or furnishings, may include carpeting and padding if it is secured with tape or heavy string in rolls a maximum of four (4) feet in length and ten inches (10") in diameter. **These items will only be collected at curbside.**

r. May

The term means permissible.

s. Owner

Shall mean the Board of Public Works & Safety of the City of Mishawaka, Indiana

t. Processing Center

Facility to be owned and maintained or under contract with Contractor for the purpose of sorting and preparing recyclable materials (as defined herein) for sale.

u. Processing Costs

All reasonable costs incurred by the Contractor with respect to the collection of the recyclable materials from all dwelling units, as well as those reasonable costs associated with the sorting, bundling, marketing, and transportation of the recyclable materials to the Processing Center (as defined herein).

v. Public Awareness Program

A written summary prepared by Contractor detailing the elements of this Municipal Trash and Recycling Collection Contract informing residents of the following: Beginning date of contract, Monthly Basic Rate and Senior Rate, Billing, Refuse Collection, Vacancies, Trash Limits, Large Item Pickup, Yard Waste, Recyclable Waste and Household Hazardous Waste.

w. Recyclable Materials

Shall include but not be limited to the following items:

- Newspapers, including glossy and slick advertisement inserts, magazines, mixed office and school papers, junk mail, soft-back books and catalogs with a maximum thickness of ½ inch.
- Corrugated Cardboard boxes or flat sheets with flutes between a top and bottom liner, broken down or flattened, stacked and bundled into a size configuration to allow materials to fit into the recycling tote container.
- Pasteboard, fiberboard paper, and food packaging boxes for non-perishable foods, such as cereal, pasta, or cracker boxes (No wax coated, foil covered or plastic lined papers);
- Glass bottles and jars (green, brown, or clear) (No glass dishes, ceramics, window glass, Pyrex cookware or light bulbs);
- Plastic bottles (milk, soda, liquid detergent, bleach bottles) or containers with codes #1 and/or #2 located in triangular code on the back or bottom of plastic bottle, plastic bags, and Styrofoam. (No motor oil, anti-freeze or any hazardous materials plastic bottles, no plastic wrap, plastic lids or polystyrene);
- Aluminum, tin, steel and bi-metal cans (food and beverage cans only). (No foil or food trays, pie pans, gas cans, paint cans, aerosol cans or scrap metal).

x. Senior Rate

Upon presentation of documentation consisting of driver's license or other form of government issued photo ID showing date of birth that they have reached the age of sixty-five (65), owners of Dwelling Units shall be eligible for a twenty (20%) discount. This Senior Rate discount shall be in effect for the life of the contract.

y. Surety

The corporate body, individual, or individuals which is engaged to be responsible of the Bidder's acts in the execution of the Contract in the event of its being awarded to it; or which are bound with and for the

Contractor to insure its acceptable performance of the Contract, its payment of all obligations pertaining to the Work, and its fulfillment of such other conditions as may be specified or otherwise required by law.

z. Yard Waste

Yard waste shall include but not be limited to grass clippings, garden wastes, and leaves co-mingled with trash: brush, tree limbs less than six inches (6") in diameter shall be tied in bundles with a length not to exceed four (4) feet. Yard waste may be bagged and placed next to waste cart for collection on regular collection day, not exceeding 40 pounds.

2. INTENT AND PURPOSE

It is the intent of the City of Mishawaka to provide its residents with a cost effective, comprehensive municipal refuse service "With No Trash Left Behind" consisting of a weekly collection from each Dwelling Unit of containerized domestic refuse, recyclable materials, large items, and yard waste. Collection service to be based upon total collection from all residential Dwelling Units within the boundaries of the City once each week, on the same day. Included in proposal cost shall be the containerized pickup of approximately 200 cubic yards per week for the life of the contract from various City-operated facilities including: City Hall/Utilities Office/Police Department, Parks, Central Services Department, Fifth Street Recycling Center, Health & Wellness Building, and all Public Safety facilities.

3. PERFORMANCE BOND

Contractor shall furnish Performance Bond in an amount stated in the Advertisement for Bids as security for the faithful performance and payment of all Contractors' obligations under the Contract Documents. This Bond shall remain in effect for the duration of the Contract. All Bonds shall be in the forms prescribed by the Bidding Documents and be executed by such Sureties as (1) are licensed to conduct business in the State of Indiana, and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

4. INDEMNIFICATION

The Contractor agrees:

To indemnify and save Owner harmless from, including attorneys' fees, any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of Contractor, its agents or employees, in the carrying out of this Contract, or any matters connected therewith or related thereto.

To, upon written notice given by the Owner, defend, at its own expense, any action or suit brought against Owner because of any work or other acts done by Contractor under terms hereof.

To pay any judgment which may be obtained against the Owner by reason of work or acts done hereunder by Contractor, its agents or employees.

To pay all damages occurring to any persons or property, whether public or private, resulting from any fault or neglect on its part or on the part of its agents or employees.

To promptly repair any damage to yards, driveways, alleys, curbs, streets, garages, fences, utilities, etc., other than normal wear and tear.

5. INSURANCE

The Contractor shall, at all times during the Contract, maintain in full force and effect employer's liability, workmen's compensation, public liability and property damage insurance, including contractual liability coverage for the provisions of Section 4 (Indemnification). All insurance shall be by insurers and for policy limits acceptable to the

Owner, and before commencement of work hereunder, the Contractor agrees to furnish the Owner certificates of insurance or other evidence satisfactory to the Owner to the effect that such insurance has been procured and is in force.

The City of Mishawaka, Mishawaka Utilities, and City of Mishawaka Departments shall be named as an additional insured for the following minimum amounts or greater when required by law:

- | | | | |
|---------------------------------------|--|---|-----------------------|
| A. Worker's compensation | | | |
| 1. | State | Statutory | |
| 2. | Employer's Liability | \$500,000 | Each accident, |
| | | \$500,000 | Disease Each employee |
| | | \$500,000 | Disease Policy Limit |
| B. Comprehensive General Liability | | | |
| 1. | Bodily Injury | | |
| | a. \$1,000,000 | Each occurrence | |
| | b. \$2,000,000 | Annual aggregate, products and completed operations | |
| 2. | Property Damage | | |
| | a. \$1,000,000 | Each occurrence | |
| | b. \$2,000,000 | Annual aggregate | |
| 3. | Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages where applicable. | | |
| 4. | Personal Injury | | |
| | a. \$1,000,000 | Annual Aggregate | |
| 5. | The Contractor shall carry an Umbrella Policy in the amount of | | |
| | a. \$5,000,000 | Each occurrence (Minimum Umbrella \$5,000,000.00) | |
| | b. \$5,000,000 | Annual Aggregate | |
| 6. | The general aggregate applies per project. | | |
| C. Comprehensive Automobile Liability | | | |
| 1. | Bodily Injury and Personal Property | | |
| | a. \$1,000,000 | Combined Single Limit | |
| D. Contractual Liability Insurance | | | |
| 1. | Bodily Injury | | |
| | a. \$1,000,000 | Each occurrence | |
| | b. \$2,000,000 | Annual Aggregate, products and completed operations | |
| 2. | Property Damage | | |
| | a. \$1,000,000 | Each occurrence | |
| | b. \$2,000,000 | Annual aggregate | |

The following text is required on the certificate of insurance:

The City of Mishawaka, Mishawaka Utilities, City of Mishawaka Departments, Its Incorporations or Assigns are named additional insured (CG2010 10/01 & CG2037 10/01 or equivalent) for any type of work performed by the named insured. The same is Primary and Noncontributory for general and auto liability and a waiver of subrogation in favor of the same for general, auto and workers compensation. 30-day notice of cancellation applies.

6. CONTRACTOR'S RESPONSIBILITIES

a. Supervision

Contractor shall provide direct supervision of their personnel and equipment and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, and procedures of refuse collection and disposal. Contractor shall be responsible to see that the finished Work complies accurately with the intent of the Contract Documents.

b. Employee Control

Each of the Contractor's employees shall be competent and able to perform the duties assigned to them for all work covered by this Contract. The Contractor shall be responsible for ensuring that all employees are neat, orderly, courteous, sober, competent, knowledgeable, and efficient and shall remove any employee who refuses or neglects to obey or carry out his/her instructions. The Contractor shall prohibit drinking alcoholic beverages or use of controlled substances by its employees while performing their duties under this Contract. Contractor shall submit a copy of the Company's Drug Free Workplace policy.

c. Compliance with Laws and Permits

The Contractor shall obtain and maintain at its own cost all permits, licenses, and bonds necessary for the conduct and completion of the Work and/or required by municipal, State, and Federal regulations and laws.

The Contractor shall give all notices, pay all fees, and comply with all Federal, State, and municipal laws, ordinances, rules, and regulations bearing on the conduct and completion of the Work. This Contract, as to all matters not particularly referred to and defined therein, shall, notwithstanding, be subject to the provisions of all pertinent State statutes and ordinances of the City, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

d. Safety and Protection

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, including the public, other property in the public right of way adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. Contractor shall be responsible for maintaining all vehicles and equipment in proper order to insure safe operation of all equipment. Due to the nature of the work, all employees shall be required to wear reflective safety vests at all times.

e. Accident Notification

In the event of accidents involving personal injury or property damage in excess of \$500, the Contractor shall immediately notify the Police Department of the City and shall file a report providing a full accounting of all details of the accident. Contractor shall furnish the City's Solid Waste Coordinator with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

7. CONTROL AND PENALTIES

The Contractor shall work under the immediate supervision of the Board of Public Works and Safety of the City. Complaints, missed collections, and directions necessary for satisfactory service will be handled by the Solid Waste Coordinator. The Solid Waste Coordinator shall notify the Contractor, through telephone communication, text or email, of any complaints of missed or unsatisfactory collections, and the Contractor shall make those collections within twenty-four (24) hours. In addition, Contractor shall work with the Solid Waste Coordinator to resolve all citizen complaints and problems to the satisfaction of the Board of Public Works and Safety.

In the event Contractor fails to collect and remove or properly dispose of refuse or other materials herein provided for, in accordance with the terms of this Contract, for a period of seven (7) working days (Acts of God excepted), the

Owner may, after electronic and written notice to Contractor of specific complaint, cause all such refuse and such material to be collected and disposed of by the Owner, or the Owner may contract with any other Contractor and utilize their manpower and equipment, and any and all costs and expenses which may be incurred by the Owner shall be deducted from funds due Contractor's monthly invoice.

The failure on the part of the Owner to declare this Contract terminated or otherwise to enforce its rights hereunder, upon the default of the Contractor or the failure of the Contractor to perform any of the terms, provisions, or conditions hereof, shall not operate to bar, abridge, or destroy the rights of the Owner to declare this Contract null and void or to exercise its other rights and privileges upon any subsequent default or failure by the Contractor to perform any of the terms, provisions, or conditions hereof.

8. ASSIGNMENT OF CONTRACT

The Contractor shall not assign the Contract or any part thereof without the prior written consent of the City of Mishawaka and the Board of Public Works and Safety. The Owner reserves the right to assign the Contract to a subsidiary department or municipally owned utility upon a 30-day notice to the Contractor.

9. DISPUTES

All disputes arising between the Contractor and the Owner shall be subject to negotiation between the Contractor and the Owner. Substantial failure to perform the Contract by the Contractor shall be grounds for termination of the Contract by Owner acting on behalf of the City. Such a decision shall not be made arbitrarily or capriciously, and the Owner shall provide Contractor with fifteen (15) days written notice of any alleged grounds for termination in order for Contractor to have the opportunity to rectify the problem. Negotiation of a dispute shall not be grounds for the Contractor to abandon the performance of the terms of the contract during the time of all disputes.

The parties further agree to attempt to resolve any disputes between them for a period of ninety (90) days through the joint actions of Contractor and Owner or longer by written agreement between said parties. Should all negotiation efforts to resolve any dispute fail, and then the parties may elect to have the dispute resolved through a Court of general jurisdiction in St. Joseph County, Indiana.

10. WAGES

The Contractor shall pay their employees a fair wage not less than the prevailing hourly scale of wages for the same trade or occupation in this area with like companies.

DIVISION IV: SPECIFICATIONS FOR COLLECTION AND DISPOSAL

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DIVISION IV: SPECIFICATIONS FOR COLLECTION AND DISPOSAL

1. STANDARDS OF COLLECTION

A. Transition of Refuse and Recycling Services

No later than one week prior to the start of contract, two (2) new 96-gallon tote containers (one for refuse, one for recyclables) shall be delivered to each residential Dwelling Unit. The Contractor will be required to coordinate with Republic Services, (City's current Solid Waste Contractor), for the removal of existing containers no earlier than January 1, 2025, and completed no later than January 11th, 2025. If containers are not timely removed, the city will gather and invoice Contractor with penalty.

The Contractor shall visit all City Facilities to determine a mutually agreeable temporary location for the new dumpster to be established during the transition of service. The Contractor may start delivery of front load dumpsters and roll-off containers to City Facilities utilizing the agreed temporary location no earlier than December 16th, 2024. The Contractor will coordinate with Republic Services, (City's current Solid Waste Contractor), the removal of existing dumpster/roll-off containers no earlier than January 1, 2025, and completed no later than January 11th, 2025. The Contractor shall complete the relocation of all dumpster/roll-off containers into the permanent location by January 17th, 2025.

B. Basic Refuse Service

In accordance with the Trash Collection Route Map and Alley Pick-up Areas included as two attachments in these specifications, the Contractor shall, one time each week throughout the year, collect all domestic refuse from approximately 14,000 residential dwelling units in the City using the specified tote containers and any properly bagged refuse for the occasional overflow. It is the intent that no trash is to be left behind on streets or alleys. The attachments may also be found online through the City website <https://mishawaka.in.gov/our-community/residents/residential-services/trash-recycling/>,

The collections required under this section shall be made at their current location, within three feet (3') of the curb on a public street, or the edge of an alley or private street easily accessible by contractor's equipment and abutting the dwelling unit.

Residents regularly exceeding the tote container will be notified by the City and required to arrange for an additional refuse tote container(s) directly through the Contractor which will include direct billing by the contractor for the additional container(s). The City contract shall provide only one container per residential dwelling unit for refuse collection. The dwelling unit may request directly to the Contractor to replace the 96-gallon tote container with smaller 64-gallon tote container; however, the same rate applies regardless of size.

The Contractor shall not be required to pick up any of the following items as a part of this Refuse Collection contract. The following items may be removed by Contractor, or some other private solid waste disposal firm, upon request and payment of an additional fee by the person or establishment producing such refuse:

1. Loose items not in provided containers
2. Hot ashes
3. Any liquids or oils
4. Tree limbs over six inches (6") in diameter or four feet (4') in length or tree stumps
5. Construction debris, concrete, asphalt shingles, building materials or earth resulting from major building construction or demolition.
6. Medical wastes
7. Automobile parts including but not limited to engine blocks, transmissions, automobile or truck tires, axles, frames, body parts or batteries.
8. Any hazardous wastes or flammable/volatile liquids
9. Human or animal excretions
10. Dead animal carcasses

C. Residential Curbside Recycling

The Contractor shall, one time each week, on the same day as basic refuse collection, collect recyclables from each Residential Dwelling Unit in the City using the provided containers. This service shall consist of:

- a. The mandatory curbside collection of specified recyclable materials within the City of Mishawaka
- b. Processing of approved recyclable materials, which includes the sorting and preparation of recyclable materials at the Processing Center for sale.

It is the goal of this program that no materials collected under the recycling program be landfilled. Some contaminated materials may be collected, contamination may include items not scheduled for recovery. All costs for the removal and disposal of contaminated items shall be the responsibility of the Contractor.

The Contractor shall utilize a Recycling Processing Center within a reasonable distance to the City with the capability to accept all recyclable materials as defined herein. All recyclable materials collected from residents shall be processed at the Processing Center. Title to recyclable materials brought to the Processing Center shall be with the Contractor. The Contractor shall have the responsibility for the sale of such recyclable materials. The City shall have the right, upon reasonable notice, to audit the records of the Contractor to ensure compliance with the provisions of this Contract. Targeted materials are considered recyclable when meeting the market specifications regardless of market price. Recycling is the intent of the City and is aware the markets do change; the Contractor is to advise the City, at a minimum upon renewal of contract, of any market changes.

The recycling program shall include the following targeted materials:

- Newsprint (No. 6)
- Cardboard (OCC)
- Paste Board
- Mixed paper
- Magazines
- Aluminum (UBC)
- Ferrous cans
- PET
- HDPE
- Mixed glass

Other materials may be added to the recycling program during the contract period upon written mutual agreement of the parties.

The Contractor accepts all responsibility for marketing and arranging for transportation of the recyclables to the respective markets. Contractor is also responsible for delivery of a material that meets the latest Scrap Specifications Circular published by the Institute of Scrap Recycling Industries, Inc. and any specific market requirements regarding the form of delivery.

The city will enforce its "anti-scavenger" ordinance as may be reasonably practical to protect Contractor's ownership and the City's interest in all recyclable materials placed at the curbside for collection by the Contractor.

D. Large Item Collection

The Contractor shall one time each week, on the same day as basic refuse collection, collect from each residential Dwelling Unit items consisting of the following: washers, dryers, hot water heaters, furniture, freezer, refrigerators, televisions, other oversized household appliances or furnishings including carpeting and

padding provided that it is secured either with tape or heavy string in rolls a maximum of four (4) feet in length, less than 12" in diameter. These materials will be collected only at curbside. The Contractor shall not be required to collect more than two (2) large items per dwelling unit per week.

Contractor shall not be required to collect CFC or Freon containing appliances unless documentation is provided that CFC or Freon has been properly recovered.

E. Yard Waste Collection

Intent & Scope

Yard waste may be comingled or bagged weighing not more than 40 pounds when placed at curb with each weekly collection of basic trash from each Dwelling Unit in the City.

Yard Waste Collection Services

If a dwelling unit regularly exceeds the capacity of the 96-gallon refuse tote container, they may be required to obtain an additional tote from contractor and pay additional costs directly to contractor. The City will continue its annual Fall Leaf Collection Program consisting of leaves raked to the curb for collection by vacuum truck. Upon written request of Owner, Contractor shall assist with the Annual Fall Leaf Collection Program, by collecting bagged leaves placed at curb on regular collection day at no additional fee.

Brush and tree limbs less than 6" in diameter shall be collected at curb when cut in lengths not exceeding 4' in length and bundled or tied securely to facilitate ease in collection.

F. Alternates

Alternate #1 is required and revises the weekly frequency of Residential Curbside Recycling Collection to every other week or Twenty-Six (26) intervals for yearly collection. Please provide the unit price as a deduction from the Base Bid Cost per Month/Dwelling Unit.

Alternate #2 is required and is requesting extra services in the event disaster relief is necessary. Providing pickup, transportation and disposal of uncontaminated materials ranging between 1-199 truck loads and 200+ truck loads.

Alternate #3 is optional and intended to provide a write-in place for the bidding contractor to offer additional service items or alternate methods to satisfy the intent of "NO trash left behind". It will be considered only if the BASIC SERVICE, ALTERNATE 1, and ALTERNATE 2, are fully completed in the Vender Proposal Form.

2. CONDUCT OF EMPLOYEES

The Contractor shall require all employees to be courteous at all times. Loud music and the use of profane language are prohibited; employees are to perform their work as professionally as possible. Employees of the Contractor shall not trespass or loiter, cross property to adjoining premises or meddle with property that does not concern them.

Contractor shall handle all containers with reasonable care to avoid damage by throwing containers and replace same on sidewalk, parkway or alley out of traveled right-of-way in an upright position.

3. MANNER OF DRESS

All employees performing collections shall be attired in a uniform manner and be reasonably clean. Said employees shall wear shirts, safety vests or jackets with reflective material meeting the American National Standards Institute (ANSI) approval for High-Visibility Safety Apparel (ANSI/ISEA 107-2004) Class II and safety shoes at all times. The Owner shall decide upon the sufficiency and acceptability of the manner of dress.

4. COLLECTION SCHEDULE and ROUTE

The Contractor shall adhere to the established boundaries of each collection route and location of refuse pick-up, i.e. alley or streetside currently in place and follow this schedule within reasonable limits. The two attachments provided in these specifications are the Trash Collection Route Map and Alley Pick-up Areas and also available for review on the City Website community/residents/residential-services/trash-recycling/.

This Collection Route Map is the property of the City and the days of collection shall not be changed or amended without the prior written approval of the Owner. Contractor shall be responsible for providing written notification to homeowners of any approved modifications in the collection schedule prior to the effective date of the change.

When a legal holiday on the following schedule falls on a weekday, the Contractor shall collect refuse normally collected on the day of such holiday, on the following day and the normal collection schedule for the rest of the week shall be one day later with Friday's collection made on Saturday. No collection shall be permitted on Sunday.

Holiday Schedule

1. New Year's Day
2. Memorial Day
3. July Fourth
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

5. HOURS OF COLLECTION

All regular collections shall be performed on weekdays between the hours of 6:00 A.M. and 6:00 P.M. (local time).

6. TRASH NOT TO BE SPILLED

Collection workers shall exercise care in loading and transporting refuse and trash to ensure that no material is left either on private property or upon the streets and alleys. If any refuse is spilled on private property, streets, or alleys the Contractor shall remove it within twenty-four (24) hours of notice from the City's Solid Waste Coordinator or a Customer.

Failure to remove material within this timeframe may result in the City removing material and deducting costs from the Contractor's monthly invoice for the removal. Contractor shall prevent collected material from spilling or blowing during collection and from trucks once it has been collected.

7. EQUIPMENT

The Contractor shall furnish all equipment, labor, and supervision necessary to perform this contract and shall contract with licensed disposal sites for the complete disposal of said refuse. Each Bidder shall submit with its proposal the types of all equipment to be used in the performance of the proposed Contract. Equipment to be used for hauling rubbish and garbage shall be non-leaking, completely enclosed "Packer" type bodies that are specifically designed and manufactured for the collection and transportation of refuse.

The equipment shall be regularly maintained to manufacturers' specifications to minimize leaking of fluids, as well as noise and air pollution, and in such condition that the schedule of collection, as presented to the Owner, can be maintained. Breakdowns or faulty equipment shall not be sufficient reason to deviate from this schedule. The Contractor shall use equipment equal in type and specification, usual wear and tear excepted, at all times during the performance of the Contract, and shall promptly acquire and use such additional equipment as performance of the Contract shall from time-to-time require.

The equipment required to perform this contract shall be available prior to the date collections commence under the Contract, at which time it may be inspected by the Owner.

The name of the company and the truck number shall be painted on both sides of the truck with letters and figures not less than seven inches (7") high. The Contractor shall have the trucks washed a minimum of two (2) times per week.

8. CONTRACTOR'S CUSTOMER SERVICE OFFICE

The Contractor shall maintain a customer service office with courteous and knowledgeable staff available via a local toll-free telephone number, including voice mail and email available 24 hours a day 7 days a week. Customer service office staff shall be available for calls and complaints during weekdays from 8:00 a.m. to 7:00 p.m. EST (local time). In case of missed scheduled collections, the Contractor shall investigate and, if verified, shall arrange for pick-up of said refuse as soon as possible, but no later than 24 hours after the complaint is received.

In addition, each shift supervisor in charge of the Contractor's collection crew route shall carry a cell phone with a local toll-free telephone number which shall be given to the City's Solid Waste Coordinator to notify phone calls regarding the day's route.

9. DISPOSAL OF WASTE

All refuse collected by the Contractor shall be disposed of by the sanitary landfill method or by other methods approved by the Owner in writing. The Contractor shall include in his bid the payment of all costs for the disposal of refuse collected under this Contract. The Contractor shall contract with a suitable site adequately zoned and permitted as a sanitary landfill, site shall have prior and continued written approval of the State of Indiana and the Board of Health of the County in which it is located for said solid waste disposal.

The City of Mishawaka has entered an Interlocal Agreement with the Elkhart Board of County Commissioners establishing a discounted municipal disposal rate at the Elkhart County Landfill at 59530 County Road 7 South, Elkhart, Indiana. All solid waste collected under this contract shall be disposed of at the Elkhart County Landfill with Contractor paying all disposal costs at the following discounted municipal disposal rate. The rate on January 1, 2025, will be \$24.00 per ton; and January 1, 2026, increase to \$25.00 per ton. The interlocal agreement set rates for 2027 through the end of 2030 at \$25.00 per ton. If an alternate landfill for disposal of waste is chosen by the Contractor, the maximum disposal rate paid by the City shall be the same as those stated in the Agreement with Elkhart County Landfill.

The Owner reserves the right throughout the term of this Contract to determine the method and/or location of refuse disposal utilized by Contractor. Surcharges paid for disposal of refuse in an out-of-County or out-of-State landfill shall not be considered for compensation adjustment unless all local facilities are not accepting waste.

Contractor shall transport and process all recyclable materials collected at a properly licensed processing facility. Contractor shall have the responsibility for the marketing and sale of the recyclable materials collected.

10. EXTRA SERVICES, RESIDENCE

The Contractor may provide additional disposal services for residents at their request at reasonable rates for items not covered in the Contract. These separate contracts shall be independently agreed upon between the Contractor and the interested party. Contractor shall be responsible for billing and collecting payment for the extra services from resident. The Owner shall in no way be a party to any said contracts and will assume no responsibility for payment, claims, and any other actions relating thereto.

Residents regularly exceeding the capacity tote container will be notified by the City and required to arrange for an additional refuse tote container(s) directly through the Contractor, including direct billing by the contractor for the additional container(s). City contract shall provide only one container per residential dwelling unit for refuse and recyclables

11. OUTSIDE SERVICES

The contractor may solicit commercial and industrial accounts not covered by this Contract. All arrangements for collection and payment for services are the sole obligation of the Contractor. At no time shall the Contractor exceed his capacity so that the proper performance of this Contract is endangered. The Owner shall in no way be a party to any said contracts and will assume no responsibility for payments, claims, or any other actions relating thereto.

12. BILLING SERVICES

The City will be responsible for all billing of customers. Contractor will invoice the City on monthly basis.

The current accounts receivable listing is the property of the Owner, all arrangements for collection and payment of these services shall be the sole responsibility of the Owner. The Contractor shall be responsible for compiling, developing, and implementing an accounts receivable listing needed to submit an itemized billing to the Owner for payment.

Should any territory be annexed to the City, it will be added to the Contract effective upon the date that such annexation is complete and final as prescribed in the applicable statute of the State of Indiana on annexation. The City of Mishawaka will provide the number of units and addresses to be included.

13. REPORTS

The Contractor shall submit to the Owner, written reports detailing the number of tons of waste collected, as well as the percentage of participation in each program and the number of Dwelling Units served during this same period for following:

- A. The Contractor shall provide monthly an accounting of the tons of waste and recyclable materials collected, detailing the number of Dwelling Units served, the percentage of participation for recycling.
- B. The Contractor shall provide quarterly a summary of tons of refuse collected and the name of landfill transported to for disposal.
- C. The Contractor shall provide quarterly a summary of the amount of Large Items/White Goods collected.

14. AFFIRMATIVE ACTION

The Contractor shall comply with all appropriate Affirmative Action requirements, and further, the Contractor shall not discriminate under this Contract on the basis of race, creed, color, sex, national origin, religion or any other prescribed basis.

The Successful Bidder shall furnish the Owner, annually during the life of this Contract, a certificate from the Industrial Board of the State of Indiana, certifying that it has complied with the terms and conditions of the Workmen's Compensation Act and the Occupational Diseases Act of the State of Indiana.

15. CITY FACILITIES

Contractor shall furnish weekly waste and recycling collection service to City-owned facilities, approximately 200 cubic yards in total per week, and as shown on the following list of location and container size.

No additional charge is to be levied by the Contractor to the Owner for rental of any standard container (bin or dumpster), or for weekly collection and disposal of waste and recycling during the Contract. These items shall be factored into unit price cost included within the bid.

WASTE COLLECTION LOCATION

(NUMBER) & SIZE

- | | |
|--|--|
| A. 1105 E. Fifth St., Household Hazardous Waste Center | (2) 30-yard roll-off & (2) 8-yard dumpster |
| B. 700 S. Union Street, Watson Central Services | (2) 8-yard front load dumpster |
| C. 100 Lincolnway West, City Hall/Utilities/Police Station | (1) 8-yard front load dumpster |
| D. Fire Stations: one (1) at each of the four locations listed | |
| No. 1 - 600 S. Union Street | (1) 8-yard front load dumpster |
| No. 2 - 700 E. McKinley Avenue | (1) 8-yard front load dumpster |
| No. 3 - 333 E. Douglas Road | (1) 8-yard front load dumpster |
| No. 4 - 3000 Harrison Road | (1) 8-yard front load dumpster |
| E. 363 E. Douglas Road, Police Training Center | (1) 6-yard front load dumpster |
| F. 333 E. Mishawaka Avenue, City Wellness Facility | (1) 6-yard front load dumpster |
| G. 801 Indiana Avenue, Castle Manor in Merrifield Park | (2) 96-gallon cart |

CARDBOARD RECYCLING LOCATION

(NUMBER) & SIZE

- | | |
|--|----------------------------------|
| A. 100 Lincolnway West, City Hall/Utilities/Police Station | (1) - 8-yard front load dumpster |
|--|----------------------------------|

RECYCLING COLLECTION LOCATION

(NUMBER) & SIZE

- | | |
|--|----------------------|
| A. Fire Stations: Three (3) carts at each location: | |
| No. 1- 600 S. Union St. | (3) 96-gallon carts |
| No. 2 -7 00 E. McKinley | (3) 96-gallon carts |
| No, 3 - 333 E. Douglas Rd. | (3) 96-gallon carts |
| No. 4- 3000 Harrison Rd. | (3) 96-gallon carts |
| B. 100 Lincolnway West, City Hall/Utilities/Police Station | (2) - 96-gallon cart |
| C. 333 Mishawaka Avenue, City Wellness Facility | (2) - 96-gallon cart |
| D. 801 Indiana Avenue, Castle Manor in Merrifield Park | (1) - 96-gallon cart |

16. CITY PROGRAMS

Contractor shall, upon written request of the Owner, assist the City during the following City Programs. No additional compensation shall be due the Contractor for these additional services.

FALL LEAF PROGRAM

City will conduct its leaf collection program consisting of leaves raked to the curb and collected by a leaf vacuum truck. Contractor shall, upon request, collect all bagged leaves placed at the curb as part of its Yard Waste Program. No additional compensation shall be due the Contractor for this additional service.

COMMUNITY SUPPORT

Contractor shall provide the City a minimum of five hundred (500), sixty (60) gallons, corrugated cardboard event boxes including five hundred (500) plastic liners each year of contract for no additional fee. Central Services shall be responsible for set-up, collection, and disposal as part of the Riverwalk and Park events.

17. PROCESSING OF RECYCLABLE MATERIALS

The Contractor shall utilize a Recycling Processing Center within a reasonable distance to the City. The processing Center shall accept all recyclable materials as defined herein. All recyclable materials collected from residents shall be processed at the Processing Center. Title to recyclable materials brought to the processing Center shall be with the Contractor, and the Contractor shall have the responsibility for the sale of such recyclable materials. The Owner shall have the right, upon reasonable notice, to audit the records of the Contractor to ensure compliance with the provisions of this Contract. Disposal of recycled material in a landfill shall not be permitted.

The City will enforce its "anti-scavenger" ordinance as may be reasonably practical to protect Contractor's ownership and the City's interest in all recyclable materials placed at the curbside for collection by the Contractor under the terms of this Contract.

18. PUBLIC AWARENESS PROGRAM

Contractor shall prepare a summary of the services in this Municipal Trash and Recycling Collection Contract providing residents the following information: Beginning date of contract, Monthly Basic Rate and Senior Rate, Billing, Refuse Collection, Vacancies, Trash Limits, Large Item Pickup, Yard Waste, Recyclable Waste and Household Hazardous Waste Disposal.

Summary of services shall be in the form of a letter submitted to the Owner for approval Ninety (90) days prior to commencement of Contract. Upon approval, the Contract summary will be distributed to each dwelling unit in the Mishawaka Municipal Utilities Communicator and then posted on the City's Webpage.

19. MOBILE HOME PARK EXEMPTION

Currently several mobile home parks are served by the City's municipal refuse contract. These facilities each receive curbside recycling and large item collection in addition to basic refuse service. These facilities may petition the Board of Public Works & Safety to modify their collection program to utilize dumpsters in lieu of curbside collection. The petitioner shall provide recycling to all residents while utilizing the City's contractor for these services for the duration of this contract.

20. DISASTER REMOVAL ASSISTANCE

When requested in writing by the City, the Contractor shall provide additional equipment and manpower to assist with disposal of large amounts of material damaged as a result of flood or windstorm. Material for disposal may consist of furniture, carpeting, appliances, tree stumps, branches, etc. The Contractor shall be required to maintain regular collection schedule in addition to providing this service. Unit price on proposal shall include accounting services to document date, time of day, number of loads transported, and the disposal site in addition to all charges for manpower, equipment, overhead, fuel, and disposal charges at appropriate facility.

DIVISION V: PROPOSAL

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VENDOR'S PROPOSAL/OFFER

DATE: _____

TO: THE CITY OF MISHAWAKA
BOARD OF PUBLIC WORKS AND SAFETY

RE: MUNICIPAL REFUSE COLLECTION, TRANSPORTATION, AND DISPOSAL
CITY PROJECT NO. STP-24-001

FROM: (Company Name) _____
(Address) _____
(City, State, Zip Code) _____
(Telephone) _____
(Contact Person) _____

The Undersigned Bidder, having familiarized itself with the conditions affecting the cost of its work and having examined the Instructions to Bidders, Contract Forms, Specifications and other Contract Documents, and all Addenda thereto; and being acquainted with and fully understanding the extent and character of the Work covered by this Proposal and all other factors and conditions affecting or which may be affected by the Work, hereby offers and proposes:

1. To furnish all required materials, supplies, refuse disposal facilities and equipment; to provide and perform all necessary labor and supervision; and to perform all work stipulated in, required by, and in accordance with, the Contract Documents and the Specifications, and other documents referred to, therein (as modified by addenda), in the manner and time prescribed, and to accept as full payment the sum listed in this Proposal.
2. To enter into a Contract with the City of Mishawaka, Indiana for the collection, transportation, and disposal of residential refuse, including but not limited to: curbside collection of waste refuse, recycling, large item pick up, and co-mingled yard waste. The Contract will encompass the terms and provisions of the Advertisement for Bids, Instructions to Bidders, Specifications, Proposal Form, Non-Collusion Affidavit, and Questionnaire of Experience.
4. To provide a five (5) year and 6-month contract per dwelling unit. The bid award will be for an average of the total amount of the five (5) full year unit prices per dwelling unit. Owner reserves the right to review annual charges with the Contractor.

5. To complete performance of all terms, conditions and provisions of an initial five (5) year and 6-month Contract with an option to renew for five (5) year terms with the approval of all contracting parties per Indiana Code 5-22-17-4 and conforming with the same terms and conditions established with this initial Contract. The initiating date of contract service shall be January 1, 2025, and the original term of contract shall extend from that date to June 30, 2030. If either party desires a contract extension, that party shall provide the other party with written notice at least 1 year before the expiration of the initial term or any extension. By submitting a bid, Contractor acknowledges to have adequate equipment and manpower to begin collection on that date.

BASIC SERVICE:

This service is the present program provided to residents. The Unit price per Dwelling Unit for each year will provide information to enable the Owner to review the annual figures utilized in developing the monthly unit price for the life of the five (5) year and 6-month contract period. Basic Service consists of refuse and curbside recycling collection and disposal, large items, and yard waste collection on a weekly schedule from curb or alley locations for each residential Dwelling Unit, estimated at 14,000 units. NOT including billing and collection services.

Following items shall be included within Basic Service monthly unit price:

- 20% Senior Citizen rate reduction
- Approximately 200 CYD total for City Facilities Container Collections per week
- Community Support - 500 Event Boxes with 500 liners

ALTERNATES

It is the intent of the Board of Public Works and Safety to provide a comprehensive Solid Waste Removal Program at the most economical cost to the citizens. The Board is seeking bids for the following Alternates and Bid items listed should be capable of being awarded as a stand-alone contract:

ALTERNATE 1

Recycle collection and disposal interval reduced to a bi-weekly (26) collections per year; shown as a deduction.

ALTERNATE 2

Disaster Material Removal

- a. Transportation & Disposal of Uncontaminated Material: 1-199 truck loads
- b. Transportation & Disposal of Uncontaminated Material: 200 + truck loads

ALTERNATE 3

You may propose additional items or alternate methods to satisfy the intent of "NO trash left behind". It will be considered only if the BASIC SERVICE, ALTERNATE 1, and ALTERNATE 2, are fully completed.

6. Accompanying this Proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of One Hundred Thousand Dollars (\$100,000.00) payable to the City of Mishawaka, Indiana, which it is agreed will be forfeited to the City if the undersigned fails to execute the Contract in conformance with the Form of Contract incorporated in the Contract Documents, and to furnish a Performance Bond, as specified, within fifteen (15) days after notification of Award of the Contract to the undersigned.

In submitting this Proposal, it is understood that the right is reserved by the City of Mishawaka, Indiana to reject any and all Proposals. It is agreed that this Proposal may not be withdrawn for a period of sixty (60) days from the opening thereof. By signing this Proposal, the person named below certifies that he/she has the authority to bind the Bidder.

7. The following items must be completed and submitted with the Contractor's Proposal. If any items are not included with the Proposal, it may be considered a non-responsive submittal and disregarded.
- a. Proposal Bid Form (colored paper)
 - b. Statement of Municipal Refuse Collection Experience
 - c. Certified Financial Statement

- d. Non-Collusion Affidavit
- e. Employment Eligibility Verification
- f. Contractor’s Certification Regarding Investment in Iran
- g. Bid Bond

The undersigned acknowledges that I have read and understand that this offer is subject to all of the terms, conditions, and requirements set forth in the Request for Bids. If awarded all or part of the contract, I agree to comply with all terms, conditions, and requirements of the Contract and to furnish such items as may be awarded pursuant to this Offer. The undersigned further acknowledges receipt of all Addenda to the Request for Bids, if applicable.

Date: _____

By: _____
(Signature)

(Printed Name)

(Title)

ATTEST:

By: _____
(Signature)

(Printed Name)

Title: _____

MISHAWAKA REFUSE COLLECTION, TRANSPORTATION, AND DISPOSAL
PROPOSAL FORM

Submitted By: _____

BASE SERVICES Description	Year/Fee per Month/Dwelling Unit						Average RATE/MO. Over Contract Term
	2025	2026	2027	2028	2029	6/30/2030	5yr 6mo
Curbside Weekly Waste Collection, & Disposal, Yard Waste, Large Items							
Basic Residential							
Senior Residential							
Curbside Weekly Recycling							
Basic Residential							
Senior Residential							
City Billing Service Fee	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Fuel Recovery Percentage Fee							
\$3.25 to \$4.25 range							
\$4.25 to \$5.25 range							

ALTERNATE 1 (Required): Bi-weekly curbside recycling (26 collections per year)

Description							Ave. Rate/Mo Over Contract
	2025	2026	2027	2028	2029	6/30/2030	5yr 6Mo
Curbside Bi-Weekly Recycling Deduction from Base							
Basic Residential							
Senior Residential							

ALTERNATE 2 (Required): Disaster Relief Assistance

- a) Disposal of uncontaminated materials (1 to 199 truckloads) _____ Cost per Truck
_____ Truck Size

b) Disposal of uncontaminated materials (200 plus truckloads) _____ Cost per Truck
_____ Truck Size

ALTERNATE 3 (Optional): additional relevant items such as supplying temporary roll-off at any City designated project. Please list size of roll-off, term, and dumping fee. City will consider alternate methods to satisfy the intent of “NO trash left behind”. However, Base Services, Alternates 1 and 2 must be provided to be considered. Please insert additional sheet(s) as necessary.

MUNICIPAL REFUSE COLLECTION EXPERIENCE

WORK EXPERIENCE

The following is a listing of work of similar character (Municipal Residential Collection) which the undersigned has performed during the last five (5) years:

NAME OF CITY	DATE AND TERM OF CONTRACT	NUMBER OF DWELLING UNITS SERVED	ANNUAL CONTRACT PRICE

The following is a listing of work of similar character (Municipal Residential Collection)

CURRENT REFUSE COLLECTION CONTRACTS

The following is a listing of work of similar character (Municipal Residential Collection) which the undersigned is currently performing:

NAME OF CITY	DATE AND TERM OF CONTRACT	NUMBER OF DWELLING UNITS SERVED	ANNUAL CONTRACT PRICE

CURRENT RECYCLING COLLECTION OPERATIONS

The following is a listing of curbside recycling work (Municipal Residential Collection) which the undersigned is currently performing:

NAME OF CITY	DATE AND TERM OF CONTRACT	NUMBER OF DWELLING UNITS SERVED	ANNUAL CONTRACT PRICE

METHOD OF DISPOSAL

Bidder shall provide detailed information on the Method of Refuse Disposal to be utilized to complete this Contract. If disposal is to be in a sanitary landfill, Bidder shall provide the name and location of said landfill.

Submitted By:

Company Name
Signature of Company Officer
Printed Name
Title

FINANCIAL STATEMENT

Attach the latest financial statement of your company signed by the Chief Financial Officer. The financial statement should be specific and detailed enough so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

NON-COLLUSION AFFIDAVIT

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

_____, of lawful age, being first duly sworn according to law, states the following:

- 1. He/She is the officer or agent authorized by the bidder to submit the attached bid.
- 2. The bidder (has) (has not) been convicted of perjury for filing a false affidavit or affirmation within the last three years pursuant to IC 5-22-16-6.
- 3. The bidder understands that if the bidder has been convicted as aforesaid, the City of Mishawaka is prohibited from accepting a bid from or awarding a contract to the bidder pursuant to IC 5-22-16-6(e).
- 4. The bidder, nor any other member, representative or agent of the firm, company, corporation or partnership represented by him/her has entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.
- 5. The forgoing statements are accurate with respect to the bidder and its current or previous officers and employees.
- 6. The foregoing statements are true and correct to the best of the affiant's knowledge, information and belief.

(Printed Name)

Subscribed and sworn to before me this _____ day of _____, 2024.

My Commission Expires _____

Notary Public

County of Residence _____

EMPLOYMENT ELIGIBILITY VERIFICATION

STATE OF INDIANA)
) SS:
_____ COUNTY)

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

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

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

Dated this _____ day of _____, 2024.

Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent

Printed Name and Title

Subscribed and sworn to before me this _____ day of _____, 2024.

My Commission Expires _____

Notary Public

County of Residence _____

CONTRACTOR'S CERTIFICATION REGARDING INVESTMENT IN IRAN

The undersigned Contractor affirms under penalty of perjury, pursuant to Indiana Code §5-22-16.5, that:

1. Contractor has not, nor has any successor or affiliate of Contractor, engaged in investment activities in Iran.
2. For purposes of this Certification, "Iran" includes the government of Iran and any agency or instrumentality of the government of Iran, as provided in Indiana Code §5-22-16.5-4.
3. As provided by Indiana Code §5-22-16.5-8, a Contractor is engaged in investment activities in Iran if either:
 - a. the Contractor provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran, including providing any of the following for the energy sector of Iran:
 - i. Oil or liquefied natural gas tankers.
 - ii. Products used to construct or maintain pipelines used to transport oil or liquefied natural gas.
 - b. the Contractor is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that other person:
 - i. will use the credit to provide goods or services in the energy sector in Iran; and
 - ii. is, at the time the financial institution extends credit, a person identified by the Indiana Department of Administration as a non-responsible bidder by virtue of activity contrary to Indiana Code §5-22-16.5.

I hereby affirm under the penalties of perjury that the foregoing is true and correct.

Dated this _____ day of _____, 2024.

Contractor/Bidder (Firm Name)

Signature of Contractor/Bidder or its Agent

Printed Name and Title

ACCEPTANCE

The City of Mishawaka hereby accepts the terms of the Municipal Refuse Collection Bid for the items specified herein and promises to pay the price quoted to the above signed Vendor upon delivery and acceptance of the item(s) stipulated in said Bid.

Date: _____

By: _____
Kenneth B. Prince, President

By: _____
Rebecca S. Maguire, Vice President

By: _____
George Obren, Member

Attest:

Donna M. Burkart, Clerk

CHECKLIST FOR BIDDERS

From time to time, the City finds it necessary to reject a bid because it does not comply with statutory requirements. In preparing your bid, please use the following checklist in order to make sure that your bid is done in the proper manner.

- _____ Bid prepared on form provided.
- _____ Bid signed by proper party.
- _____ Non-collusion Affidavit signed by proper party.
- _____ Non-Collusion Affidavit properly notarized (proper notarization includes name and County of residence of notary types beneath notary's signature, date commission expires and notary seal).
- _____ Properly bid security included (the bidder has the option of providing either a Certified Check or Bid Bond). The Bid Bond or Certified Check must be in the amount indicated in the "Notice to Bidders".
- _____ All required additional information is included with the bid.
- _____ Non-Discrimination Commitment.
- _____ Subcontractor List.
- _____ Bid forwarded to the Office of the City Controller, First Floor, City Hall, 100 Lincolnway West, Mishawaka, Indiana, with adequate time to enable it to arrive before 10:00 a.m. on the scheduled bid opening date. All bids received after the legally published deadline will be returned unopened.
- _____ Duplicate Bid Forms Stamped "COPY".
- _____ **[List any other project specific requirements.]**

DIVISION VI: BONDS

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____,
_____, as
Principal, and _____, as
Surety, are hereby held and firmly bound unto The Board of Public Works and Safety of the City of
Mishawaka, Indiana as OWNER in the penal sum of One Hundred Thousand Dollars (\$100,000.00)
payable to the City of Mishawaka, Indiana _____
_____ for payment of which well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this _____ day of _____, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to
The Board of Public Works & Safety of the City of Mishawaka, Indiana a certain Bid, attached hereto
and hereby made a part hereof to enter into a contract in writing, for Municipal Refuse Collection,
Transportation, and Disposal, STP-24-001.

NOW, THEREFORE,

- a) If said Bid shall be rejected, or
- b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

Important Note: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____

(2) _____

hereinafter called "Principal" and (3) _____

of _____ State of _____

hereinafter called the Surety, are held and firmly bound unto the (4) **CITY OF MISHAWAKA, BOARD OF PUBLIC WORKS AND SAFETY**, hereinafter called the "Owner", in the amount of fifty percent (50%) of the Annual Contract Price, in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

(1) Correct name of Contractor

(2) A Corporation, Partnership or Individual, as the case may be

(3) Correct name of Surety

(4) Correct name of Local Public Agency

THE CONDITIONS OF THIS OBLIGATION are such that, whereas the Principal entered into a

certain Contract with the Owner, dated the _____ day of _____, 2024, a

copy of which is hereto attached and made a part hereof, for the MUNICIPAL REFUSE

COLLECTION, TRANSPORTATION, AND DISPOSAL, STP-24-001, for the CITY OF MISHAWAKA, INDIANA.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereto which may be granted by the owner, with or without notice of the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reasons of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default or promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Contract, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repair on machinery, equipment and tools, consumed or used in connection with the performance of such work and all insurance premiums on said Work, and for all labor performed in such Work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice

of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2024.*

ATTEST:

(Principal) Secretary

Principal

By: _____

Address:

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

Surety

(SEAL)

By: _____
(Attorney-in-Fact)

Witness as to Surety

Address

Address

*If Contractor is a Partnership, all Partners should execute Bond.

NOTE: Surety companies executing Bond must appear on the U.S. Treasury Department's most current list (Circular 570) as amended) and be authorized to transact business in the State of Indiana.

Division VII: CONTRACT

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CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2024, by and between

_____,
 *(a corporation organized and existing under the laws of the State of Indiana),

(a partnership consisting of _____,
 _____),

(an individual trading as _____)

hereinafter called the "Contractor", and the BOARD OF PUBLIC WORKS AND SAFETY, CITY OF
 MISHAWAKA, INDIANA, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, mutually agree as follows:

ARTICLE 1. WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**MUNICIPAL REFUSE COLLECTION, TRANSPORTATION, AND DISPOSAL, STP-24-001, FOR
 THE CITY OF MISHAWAKA, INDIANA**

ARTICLE 2. CONTRACT PRICE

- 2.1 Contractor shall be compensated for performance of the Work in accordance with the Contract Documents for the following phases:

_____ at \$ _____ per Dwelling Unit per month.
 (item) (unit price)

For the first year and each of the following five years and six months at unit price stated in proposal unless modified.

*Strike out the two (2) terms not applicable.

ARTICLE 3. CONTRACT DOCUMENTS

- 3.1 The Contract will consist of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached. Any oral representations or modifications concerning this Contract shall be of no force and effect:

- a. This Agreement
- b. Advertisement for Bids
- c. Instructions to Bidders
- d. Specifications
- e. Addenda Nos. _____, _____, _____, _____
- f. Executed Proposal Form, with all attachments
- g. Statement of Municipal Refuse Collection experience
- h. Method of Disposal

- i. Certified Financial Statement
- j. Non-Collusion Affidavit
- k. Employment Eligibility Verification
- l. Contractor's Certification Regarding Investment in Iran
- m. City Acceptance
- n. Map of Collection Zones with Collection Schedule
- o. Performance Bond
- p. Insurance Certificates
- q. Documentation submitted by Contractor prior to Notice of Award

ARTICLE 4. MISCELLANEOUS

- 4.1 No assignment by a party hereto of any rights under or interests in the Contract Document will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 4.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 4.3 The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original copies on this day and year first above written.

(SEAL)

Contractor

By: _____

Title

Address for giving notices:

ATTEST:

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF MISHAWKA, INDIANA

(SEAL)

By: _____
Kenneth B. Prince, President

By: _____
Rebecca S. Maguire, Vice President

By: _____
George Obren, Member

ATTEST:

Donna M. Burkart, Clerk

CERTIFICATION

I, _____, certify that I am the
_____ of the Corporation named as
Contractor herein; that

_____ who signed this Agreement on behalf of the Contractor, was then
_____ of said Corporation; said Agreement was duly signed for and
on behalf of said Corporation by authority of its governing body and is within the scope of corporate powers.

CORPORATE SEAL

(Print or type the names underneath all signatures)

OCT 10 2024

City Clerk
Mishawaka, IN



Addendum No. 1
City of Mishawaka, Indiana
Municipal Refuse, Collection, Transportation, and Disposal
City Project No. STP-24-001
Sent E-Mail August 13, 2024

To: All holders of the Municipal Refuse, Collection, Transportation, and Disposal Bid Specifications

The items listed in this addendum are to become part of the original documents as if included therein. Only the items noted below are affected and the remainder of the Contract Documents remains unchanged in its entirety.

Bid Specifications

- 1) Replace in its entirety Division II, Section 22, Contract Unit Price, last paragraph with the following:

"Any adjustments to the Fuel Recovery Fee are negotiable no more than once per year and shall take effect at the beginning of the next calendar year. To open negotiations, the contractor would be responsible for providing supporting evidence, i.e. breakdown of rate components, historical fuel costs, etc. The Fuel Recovery Fee shall be represented fully within the monthly cost per dwelling unit for each year of the contract as shown in the Proposal and calculated average for contract term."

- 2) Replace in its entirety the Division IV, Section 20, Disaster Removal Assistance with the following:

"When requested in writing by the City, the Contractor shall assist the City and provide proposal for emergency assistance as defined by the Street Commissioner to address the specific disaster, which may include additional equipment and manpower to assist with disposal of large amounts of material damaged as a result of flood or windstorm. Material for disposal may consist of furniture, carpeting, appliances, tree stumps, branches, etc. The Contractor shall be required to maintain a regular collection schedule in addition to providing this disaster service. At such time the unit price shall include accounting services to document date, time of day, number of loads transported, and the disposal site in addition to all charges for manpower, equipment, overhead, fuel, and disposal charges at appropriate facility. The City's expectation is fair market value and not inflated values that disaster can foster as this Contractor is the City's waste hauler and considered an extension of the City and part of the City Team."

Contractors Proposal

Remove existing sheets V-1 to V-13 in the Contractor's Proposal packet and replace with the attached pages V-1 to V-13 with REVISED Date August 12, 2024. Please print new Proposal on colored paper

(preferably violet) for Bid Proposal packet submittal and provide duplicate bid packet clearly labeled as "COPY". Also include Addendum #1 with its signed acknowledgment.

City of Mishawaka



Christine Jamrose, P.E.
City Engineer / Director of Engineering

A signed copy of this Addendum No. 1 must accompany Bid Proposal

Contractor

Date



VENDOR'S PROPOSAL/OFFER

DATE: _____

TO: THE CITY OF MISHAWAKA
BOARD OF PUBLIC WORKS AND SAFETY

RE: MUNICIPAL REFUSE COLLECTION, TRANSPORTATION, AND DISPOSAL
CITY PROJECT NO. STP-24-001

FROM: (Company Name) _____
(Address) _____
(City, State, Zip Code) _____
(Telephone) _____
(Contact Person) _____

The Undersigned Bidder, having familiarized itself with the conditions affecting the cost of its work and having examined the Instructions to Bidders, Contract Forms, Specifications and other Contract Documents, and all Addenda thereto; and being acquainted with and fully understanding the extent and character of the Work covered by this Proposal and all other factors and conditions affecting or which may be affected by the Work, hereby offers and proposes:

1. To furnish all required materials, supplies, refuse disposal facilities and equipment; to provide and perform all necessary labor and supervision; and to perform all work stipulated in, required by, and in accordance with, the Contract Documents and the Specifications, and other documents referred to, therein (as modified by addenda), in the manner and time prescribed, and to accept as full payment the sum listed in this Proposal.
2. To enter into a Contract with the City of Mishawaka, Indiana for the collection, transportation, and disposal of residential refuse, including but not limited to: curbside collection of waste refuse, recycling, large item pick up, and co-mingled yard waste. The Contract will encompass the terms and provisions of the Advertisement for Bids, Instructions to Bidders, Specifications, Proposal Form, Non-Collusion Affidavit, and Questionnaire of Experience.
4. To provide a five (5) year and 6-month contract per dwelling unit. The bid award will be for an average of the total amount of the five (5) full year unit prices per dwelling unit. Owner reserves the right to review annual charges with the Contractor.

5. To complete performance of all terms, conditions and provisions of an initial five (5) year and 6-month Contract with an option to renew for five (5) year terms with the approval of all contracting parties per Indiana Code 5-22-17-4 and conforming with the same terms and conditions established with this initial Contract. The initiating date of contract service shall be January 1, 2025, and the original term of contract shall extend from that date to June 30, 2030. If either party desires a contract extension, that party shall provide the other party with written notice at least 1 year before the expiration of the initial term or any extension. By submitting a bid, Contractor acknowledges to have adequate equipment and manpower to begin collection on that date.

BASIC SERVICE:

This service is the present program provided to residents. The Unit price per Dwelling Unit for each year will provide information to enable the Owner to review the annual figures utilized in developing the monthly unit price for the life of the five (5) year and 6-month contract period. Basic Service consists of refuse and curbside recycling collection and disposal, large items, and yard waste collection on a weekly schedule from curb or alley locations for each residential Dwelling Unit, estimated at 14,000 units. NOT including billing and collection services.

Following items shall be included within Basic Service monthly unit price:

- 20% Senior Citizen rate reduction
- Approximately 200 CYD total for City Facilities Container Collections per week
- Community Support - 500 Event Boxes with 500 liners
- Fuel Fee

ALTERNATES

It is the intent of the Board of Public Works and Safety to provide a comprehensive Solid Waste Removal Program at the most economical cost to the citizens. The Board is seeking bids for the following Alternates and Bid items listed should be capable of being awarded as a stand-alone contract:

ALTERNATE 1

Recycle collection and disposal interval reduced to a bi-weekly (26) collections per year; shown as a deduction.

ALTERNATE 2

Disaster Material Removal Concurrence

ALTERNATE 3

You may propose additional items or alternate methods to satisfy the intent of "NO trash left behind". It will be considered only if the BASIC SERVICE, ALTERNATE 1, and ALTERNATE 2, are fully completed.

6. Accompanying this Proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of One Hundred Thousand Dollars (\$100,000.00) payable to the City of Mishawaka, Indiana, which it is agreed will be forfeited to the City if the undersigned fails to execute the Contract in conformance with the Form of Contract incorporated in the Contract Documents, and to furnish a Performance Bond, as specified, within fifteen (15) days after notification of Award of the Contract to the undersigned.

In submitting this Proposal, it is understood that the right is reserved by the City of Mishawaka, Indiana to reject any and all Proposals. It is agreed that this Proposal may not be withdrawn for a period of sixty (60) days from the opening thereof. By signing this Proposal, the person named below certifies that he/she has the authority to bind the Bidder.

7. The following items must be completed and submitted with the Contractor's Proposal. If any items are not included with the Proposal, it may be considered a non-responsive submittal and disregarded.
 - a. Proposal Bid Form (violet colored paper)
 - b. Statement of Municipal Refuse Collection Experience
 - c. Certified Financial Statement
 - d. Non-Collusion Affidavit

- e. Employment Eligibility Verification
- f. Contractor's Certification Regarding Investment in Iran
- g. Bid Bond

The undersigned acknowledges that I have read and understand that this offer is subject to all of the terms, conditions, and requirements set forth in the Request for Bids. If awarded all or part of the contract, I agree to comply with all terms, conditions, and requirements of the Contract and to furnish such items as may be awarded pursuant to this Offer. The undersigned further acknowledges receipt of all Addenda to the Request for Bids, if applicable.

Date: _____

By: _____
(Signature)

(Printed Name)

(Title)

ATTEST:

By: _____
(Signature)

(Printed Name)

Title: _____

MISHAWAKA REFUSE COLLECTION, TRANSPORTATION, AND DISPOSAL
PROPOSAL FORM

Submitted By: _____

Description	Year/Fee per Month/Dwelling Unit						Average RATE/MO. Over Contract Term
	2025	2026	2027	2028	2029	6/30/2030	5yr 6mo
BASE SERVICES							
Curbside Weekly Waste Collection, & Disposal, Yard Waste, Large Items							
Basic Residential							
Senior Residential							
Curbside Weekly Recycling							
Basic Residential							
Senior Residential							
City Billing Service Fee	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00

ALTERNATE 1 (Required): Bi-weekly curbside recycling (26 collections per year)

Description							Ave. Rate/Mo Over Contract
	2025	2026	2027	2028	2029	6/30/2030	5yr 6Mo
Curbside Bi-Weekly Recycling Deduction from Base							
Basic Residential							
Senior Residential							

ALTERNATE 2 (Required): Disaster Removal Assistance

I, _____, being a representative of the Company submitting this
Contractors bid proposal provide concurrence with intent of the Specifications and specifically, Disaster Removal
Assistance Section, Division IV, Section 20.

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

MUNICIPAL REFUSE COLLECTION EXPERIENCE

WORK EXPERIENCE

The following is a listing of work of similar character (Municipal Residential Collection) which the undersigned has performed during the last five (5) years:

NAME OF CITY	DATE AND TERM OF CONTRACT	NUMBER OF DWELLING UNITS SERVED	ANNUAL CONTRACT PRICE

The following is a listing of work of similar character (Municipal Residential Collection)

CURRENT REFUSE COLLECTION CONTRACTS

The following is a listing of work of similar character (Municipal Residential Collection) which the undersigned is currently performing:

NAME OF CITY	DATE AND TERM OF CONTRACT	NUMBER OF DWELLING UNITS SERVED	ANNUAL CONTRACT PRICE

CURRENT RECYCLING COLLECTION OPERATIONS

The following is a listing of curbside recycling work (Municipal Residential Collection) which the undersigned is currently performing:

NAME OF CITY	DATE AND TERM OF CONTRACT	NUMBER OF DWELLING UNITS SERVED	ANNUAL CONTRACT PRICE

METHOD OF DISPOSAL

Bidder shall provide detailed information on the Method of Refuse Disposal to be utilized to complete this Contract. If disposal is to be in a sanitary landfill, Bidder shall provide the name and location of said landfill.

Submitted By:

Company Name

Signature of Company Officer

Printed Name

Title

FINANCIAL STATEMENT

Attach the latest financial statement of your company signed by the Chief Financial Officer. The financial statement should be specific and detailed enough so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

NON-COLLUSION AFFIDAVIT

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

_____, of lawful age, being first duly sworn according to law, states the following:

1. He/She is the officer or agent authorized by the bidder to submit the attached bid.
2. The bidder (has) (has not) been convicted of perjury for filing a false affidavit or affirmation within the last three years pursuant to IC 5-22-16-6.
3. The bidder understands that if the bidder has been convicted as aforesaid, the City of Mishawaka is prohibited from accepting a bid from or awarding a contract to the bidder pursuant to IC 5-22-16-6(e).
4. The bidder, nor any other member, representative or agent of the firm, company, corporation or partnership represented by him/her has entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.
5. The forgoing statements are accurate with respect to the bidder and its current or previous officers and employees.
6. The foregoing statements are true and correct to the best of the affiant's knowledge, information and belief.

(Printed Name)

Subscribed and sworn to before me this _____ day of _____, 2024.

My Commission Expires _____
Notary Public

County of Residence _____

EMPLOYMENT ELIGIBILITY VERIFICATION

STATE OF INDIANA)
) SS:
_____ COUNTY)

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

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

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

Dated this ____ day of _____, 2024.

Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent

Printed Name and Title

Subscribed and sworn to before me this _____ day of _____, 2024.

My Commission Expires _____

Notary Public

County of Residence _____

CONTRACTOR'S CERTIFICATION REGARDING INVESTMENT IN IRAN

The undersigned Contractor affirms under penalty of perjury, pursuant to Indiana Code §5-22-16.5, that:

1. Contractor has not, nor has any successor or affiliate of Contractor, engaged in investment activities in Iran.
2. For purposes of this Certification, "Iran" includes the government of Iran and any agency or instrumentality of the government of Iran, as provided in Indiana Code §5-22-16.5-4.
3. As provided by Indiana Code §5-22-16.5-8, a Contractor is engaged in investment activities in Iran if either:
 - a. the Contractor provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran, including providing any of the following for the energy sector of Iran:
 - i. Oil or liquefied natural gas tankers.
 - ii. Products used to construct or maintain pipelines used to transport oil or liquefied natural gas.
 - b. the Contractor is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that other person:
 - i. will use the credit to provide goods or services in the energy sector in Iran; and
 - ii. is, at the time the financial institution extends credit, a person identified by the Indiana Department of Administration as a non-responsible bidder by virtue of activity contrary to Indiana Code §5-22-16.5.

I hereby affirm under the penalties of perjury that the foregoing is true and correct.

Dated this _____ day of _____, 2024.

Contractor/Bidder (Firm Name)

Signature of Contractor/Bidder or its Agent

Printed Name and Title

ACCEPTANCE

The City of Mishawaka hereby accepts the terms of the Municipal Refuse Collection Bid for the items specified herein and promises to pay the price quoted to the above signed Vendor upon delivery and acceptance of the item(s) stipulated in said Bid.

Date: _____

By: _____
Kenneth B. Prince, President

By: _____
Rebecca S. Maguire, Vice President

By: _____
George Obren, Member

Attest:

Donna M. Burkart, Clerk

CHECKLIST FOR BIDDERS

From time to time, the City finds it necessary to reject a bid because it does not comply with statutory requirements. In preparing your bid, please use the following checklist in order to make sure that your bid is done in the proper manner.

- _____ Bid prepared on Form provided (Sheets V-1 to V-12)
- _____ Bid signed by proper party.
- _____ Non-collusion Affidavit signed by proper party.
- _____ Non-Collusion Affidavit properly notarized (proper notarization includes name and County of residence of notary types beneath notary's signature, date commission expires and notary seal).
- _____ Proper bid security included (the bidder has the option of providing either a Certified Check or Bid Bond). The Bid Bond or Certified Check must be in the amount indicated in the "Notice to Bidders".
- _____ All required additional information is included with the bid.
- _____ Non-Discrimination Commitment.
- _____ Subcontractor List (if applicable).
- _____ Bid forwarded to the Office of the City Controller, First Floor, City Hall, 100 Lincolnway West, Mishawaka, Indiana, with adequate time to enable it to arrive before 10:00 a.m. on the scheduled bid opening date. All bids received after the legally published deadline will be returned unopened.
- _____ Duplicate Bid Forms Stamped "COPY".
- _____ **[List any other project specific requirements.]**

OCT 10 2024

City Clerk
Mishawaka, IN



Addendum No. 2
City of Mishawaka, Indiana
Municipal Refuse, Collection, Transportation, and Disposal
City Project No. STP-24-001
Sent E-Mail August 16, 2024

To: All holders of the Municipal Refuse, Collection, Transportation, and Disposal Bid Specifications

The items listed in this addendum are to become part of the original documents as if included therein. Only the items noted below are affected and the remainder of the Contract Documents remains unchanged in its entirety.

Bid Specifications

- 1) Replace the first paragraph to Division IV, Section 12, Billing Services, with the following:

"The City will be responsible for all billing of customers. Contractor will invoice the City on a monthly basis. At the beginning of each quarter, the City will provide adjustments to the dwelling count (senior and non-senior) to the Contractor and Contractor will base invoicing for services on that count for the quarter. The dwelling count total as of June 30, 2024 is 13,766; broken down to 2789 seniors and 10,977 non-seniors."

Include Addendum #2 with its signed acknowledgment.

City of Mishawaka

A handwritten signature in black ink, appearing to read "Christine Jamrose".

Christine Jamrose, P.E.
City Engineer / Director of Engineering

A signed copy of this Addendum No. 2 must accompany Bid Proposal

Contractor

Date

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
Approved by the State Board of Accounts, 2015
Prescribed by the Department of Local Government Finance

Budget Form No. 4
Generated 9/20/2024 12:20:46 PM

PROPOSED ORDINANCE NO. 2024-24

Ordinance / Resolution Number:

Be it ordained/resolved by the **Common Council** that for the expenses of **MISHAWAKA CIVIL CITY** for the year ending December 31, **2025** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **MISHAWAKA CIVIL CITY**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Common Council**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Common Council	Common Council and Mayor	10/28/2024

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0101	GENERAL	\$47,600,000	\$34,114,964	2.3106
0254	LOCAL INCOME TAX	\$4,824,910	\$0	0.0000
0341	FIRE PENSION	\$2,150,000	\$0	0.0000
0342	POLICE PENSION	\$1,350,000	\$0	0.0000
0706	LOCAL ROAD & STREET	\$1,260,000	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$4,838,646	\$5,518,355	0.3738
1109	MUNICIPAL EMERGENCY MEDICAL SERVICES	\$26,000	\$0	0.0000
1151	CONTINUING EDUCATION	\$129,000	\$0	0.0000
1301	PARK & RECREATION	\$5,767,966	\$5,750,542	0.3895
1310	PARK NONREVERTING - CAPITAL	\$492,500	\$0	0.0000
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$106,720	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$800,000	\$1,380,667	0.0935
2411	ECONOMIC DEV INCOME TAX CREDIT	\$7,420,500	\$0	0.0000
6290	CUMULATIVE SEWER	\$225,000	\$0	0.0000
		\$76,991,242	\$46,764,528	3.1674

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
Approved by the State Board of Accounts, 2015
Prescribed by the Department of Local Government Finance

Budget Form No. 4
Generated 9/20/2024 12:20:46 PM

Name		Signature
Ronald Banicki	Aye ☐ Nay ☐ Abstain ☐	
Matthew Carroll	Aye ☐ Nay ☐ Abstain ☐	
Dale "Woody" Emmons	Aye ☐ Nay ☐ Abstain ☐	
Lacy Hahn	Aye ☐ Nay ☐ Abstain ☐	
Lou Ann Hazen	Aye ☐ Nay ☐ Abstain ☐	
Gregg Hixenbaugh	Aye ☐ Nay ☐ Abstain ☐	
Matthew Mammolenti	Aye ☐ Nay ☐ Abstain ☐	
Anthony "Tony" Violi	Aye ☐ Nay ☐ Abstain ☐	
Kate Voelker	Aye ☐ Nay ☐ Abstain ☐	

ATTEST

Name	Title	Signature
Deborah Ladyga- Block	City Clerk	

MAYOR ACTION (For City use only)

Name		Signature	Date
David A. Wood	Approve ☐ Veto ☐		

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1

Yes ☐ No ☒

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31

Yes ☐ No ☒

OCT 09 2024

City Clerk
Mishawaka, IN

PETITION 24-19

CITY OF MISHAWAKA, INDIANA

PROPOSED ORDINANCE NO. 2024-25

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:

3728 Lincolnway East, Mishawaka, IN

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, St. Joseph County, State of
Indiana, to-wit:

Lot 6 & 7 Geyers Survey

which real estate is now classified as C-1 General Commercial District shall hereafter be within
and a part of that District known as R-3 Multi Family Residential designated in "The Zoning
Ordinance of 1966" as amended.

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

1. *The Comprehensive Plan* – The Mishawaka 2000 Comprehensive Plan, created in 1990,
identifies a preferred or recommended land use of the subject property as General
Commercial. The proposed request for downzoning to a multi-family residential district
is consistent with the mixed-use development present along the Lincolnway East
corridor.
2. *Current conditions and the character of current structures and uses in each district* –
The proposed conversion of a former day care facility with residential uses into a four
(4) unit apartment building is consistent with the varied existing residential and
commercial development along the Lincolnway East corridor. The adjacent and nearby
properties consist of a multitude of land uses including single-family residences, an
elementary school, a church, a barber shop, a hearing aid retailer, a pawn shop, and a
used automobile dealership.
3. *The most desirable use for which the land in each district is adopted* – The most
desirable use for the property is residential based on the past day care and residential
use of the property and mixed-uses along Lincolnway East.

Proposed Ordinance No: 2024-25

Ordinance No: _____

4. *The conservation of property values throughout the jurisdiction* - As opposed to the range of potential commercial uses that could occur with its current zoning, rezoning this property to the R-3 Multi-Family Residential classification should have a favorable and stabilizing impact on the neighborhood and conserve property values in the immediate and surrounding residential neighborhood.
5. *Responsible development and growth* – The proposed change to Multi-Family Residential is desirable given the historical use of the property and adjacent residential and commercial uses.

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 _____, 2024, at _____ o'clock ____M.

Presiding Officer

ATTEST:

Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED by me to the Mayor this _____ day of _____, 2024, at _____ o'clock ____M.

Deborah S. Block, IAMC, MMC, City Clerk

APPROVED by me this _____ day of _____, 2024, at _____ o'clock ____M.

David A. Wood, Mayor

STAFF REPORT

Location:3728 Lincolnway East

Date:October 8, 2024

Petition:24- 09

Prepared By:DJS

GENERAL INFORMATION

Petitioners:Vadim & Tatyana Luban / Evan Forslund / John Piraccini

Status:Property Owner / Contingent Purchaser / Real Estate Agent & Representative

Request:Rezone from C-1 General Commercial to R-3 Multi-Family Residential to permit four (4) apartment units

Zoning Classification:C-1 General Commercial

Lot Size:0.34 acres

Applicable Regulations:Section 137-215 thru 137-217 / R-3 Multi-Family Residential District; Section 137-41 / Amendments to the Zoning Map & Indiana Code 36-7-4-603

SPECIAL INFORMATION

Area Development Pattern:

North:R-1 Single Family Residential District (Residential & Church / Twin Branch Bible Church)

South:C-1 General Commercial District (Residential & Retail / Red’s Pawn Shop)

East:R-1 Single Family Residential District (Residential)

West:R-1 Single Family Residential District (Vacant) & C-1 General Commercial District (Medical / Hearing Aid Service)

Thoroughfare:Lincolnway East

Council District:3

School District:School City of Mishawaka

Public Utilities:Available and currently serve the property

Comprehensive Plan:General Commercial

ANALYSIS

The Petitioners are requesting to rezone property at 3728 Lincolnway East from C-1 General Commercial District to R-3 Multi-Family Residential District to permit four (4) apartment units in an existing building. The property is located on Lincolnway East between Oakside Avenue and Ray Street and is surrounded by R-1 Single Family Residential to the north and east, C-1 General Commercial to the south, and R-1 Single Family Residential and C-1 General Commercial to the west.

Evan Forslund is the contingent buyer of the property and stated that the building has two (2) upstairs apartment units with the first floor being the former Jack & Jill daycare. According to the available Polk

Directories, the daycare has existed since at least 1976 when occupying the west part of the original building. The structure was previously a single-family residential house built in 1924. One (1) apartment unit was added in the mid-1990's with the building significantly expanded in 1998. A use variance (AP 98-24) was approved to allow for the continued use and expansion of the non-conforming residential use in a C-1 District. The approved site plan (AD 98-C) shows a 1,470 sq. ft. addition which was constructed on the east side of the existing 2,054 sq. ft. day care facility. The addition was two-stories and added learning and recreational space on the main floor and additional living space on the second floor. The Polk Directories indicate that a 2nd apartment unit was added sometime between 2003 to 2006. The commercial listing states that the building is approximately 5,800 sq. ft. with 4,292 sq. ft. of finished space.

With rezoning from the C-1 District to the R-3 District, a total of six (6) parking spaces are required for the proposed four (4) apartment units (1.5 spaces per dwelling unit). The previously approved site plan (AD 98-C) shows that ten (10) parking spaces can be provided within an existing paved parking area in the rear part of the property. An additional two (2) parking spaces are provided in an attached garage located in the original building. A developmental variance was submitted concurrent with the rezoning petition to allow for a reduction in the minimum required lot width from 90' to 80'. The variance is required solely due to the proposed change in zoning and use of the existing building

Since the property is currently zoned for general commercial use and located along the Lincolnway East commercial corridor, Planning Staff supports the request for rezoning. Rezoning from commercial to multi-family residential is essentially a downzoning as the current commercial zoning would allow for more intensive uses (retail, liquor stores, laundromats, etc.) than a four (4) unit apartment building.

All pertinent City Departments have reviewed and approved the rezoning request.

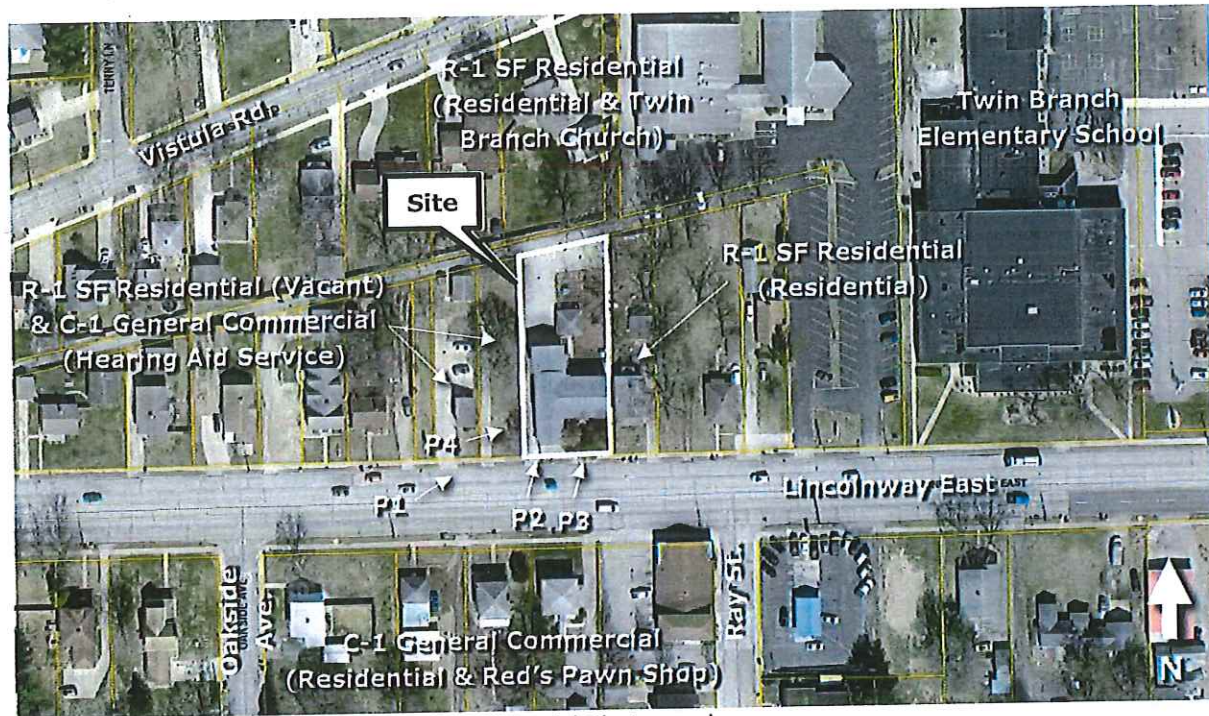
RECOMMENDATION

Staff recommends **approval** of Petition 24-09 to rezone property at 3728 Lincolnway East from C-1 General Commercial District to R-3 Multi-Family Residential District to allow for four (4) apartment units in an existing building. This recommendation is based on the following findings of fact per Indiana Code Section 36-7-4-603 which requires both the Planning Commission and Common Council as the Legislative Body of the City pay reasonable regard to the following:

1. *The Comprehensive Plan* – The Mishawaka 2000 Comprehensive Plan, created in 1990, identifies a preferred or recommended land use of the subject property as General Commercial. The proposed request for downzoning to a multi-family residential district is consistent with the mixed-use development present along the Lincolnway East corridor.
2. *Current conditions and the character of current structures and uses in each district* – The proposed conversion of a former day care facility with residential uses into a four (4) unit apartment building is consistent with the varied existing residential and commercial development along the Lincolnway East corridor. The adjacent and nearby properties consist of a multitude of land uses including single-family residences, an elementary school, a church, a barber shop, a hearing aid retailer, a pawn shop, and a used automobile dealership.
3. *The most desirable use for which the land in each district is adopted* – The most desirable use for the property is residential based on the past day care and residential use of the property and mixed-uses along Lincolnway East.
4. *The conservation of property values throughout the jurisdiction* - As opposed to the range of potential commercial uses that could occur with its current zoning, rezoning this property to the R-3 Multi-Family Residential classification should have a favorable and stabilizing impact on the neighborhood and conserve property values in the immediate and surrounding residential neighborhood.
5. *Responsible development and growth* – The proposed change to Multi-Family Residential is desirable given the historical use of the property and adjacent residential and commercia uses.

ATTACHMENTS

Aerial Photograph, Site Photographs, Petition, Previously Approved Site Plan (AD 98-C), Location Map



Aerial Photograph
3728 Lincolnway East – Former Jack & Jill Daycare & Residential
Proposed Four (4) apartment units



P1. Looking northwesterly toward the property from Lincolnway East.



P2. Looking north toward the property from Lincolnway East.



P3. Looking north toward the property and house expansion constructed in 1998.



P4. Looking east toward the property from the hearing aid service business to the west.

DATE: 08/19/2024

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

PET 24-09

Received

AUG 20 2024

Planning and
Community Development

RE: PETITION TO REZONE

The undersigned (Vadim Luban & Tatyana Luban) respectfully show they are the owners of the following described real estate located in the City of Mishawaka, County of St. Joseph, State of Indiana, to-wit:

Legal Description: Lots 6, 7 Geyers Survey 13-37-3E
Tax ID: 71-09-13-228-023.000-023
Address: 3728 Lincolnway E Mishawaka IN 46544

Petitioner(s) own one hundred (100%) percent of the above described parcel of land which carries a zoning classification of C-1 General Commercial District. Said property is (State the existing use of the real estate).

Petitioner(s) desire said real estate to be rezoned to District R3 multi-family residential
Petitioner(s) further state that they intend to utilize said land for a 4 unit residential dwelling

Wherefore, the petitioner(s) pray and respectfully request 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.

Tatyana Luban
Signature(s) of Property Owner(s)

TATYANA LUBAN
Typewritten name also

Vadim Luban
Signature(s) of Property Owner(s)

Vadim Luban
Typewritten name also

CONTACT PERSON: John Piraccini
NAME: Tatyana Luban

Received

AUG 20 2024

ADDRESS: 3728 Lincolnway E Mishawaka
PHONE NUMBER: 574-360-6881
FAX: 574-387-4331
EMAIL: Johnpiraccini7@gmail.com

VADIM V & TATYANA V LUBAN
3728 Lincolnway E
Mishawaka IN 46544
08/19/2024

PR 24-09
Received
AUG 20 2024
Planning and
Community Development

To whom it may concern:

I, VADIM V & TATYANA V LUBAN, hereby authorize John Piraccini & Evan Forslund,

to act on my behalf in order to rezone and receive approval for a variance on my property located at 3728 Lincolnway E Mishawaka IN. 46544.

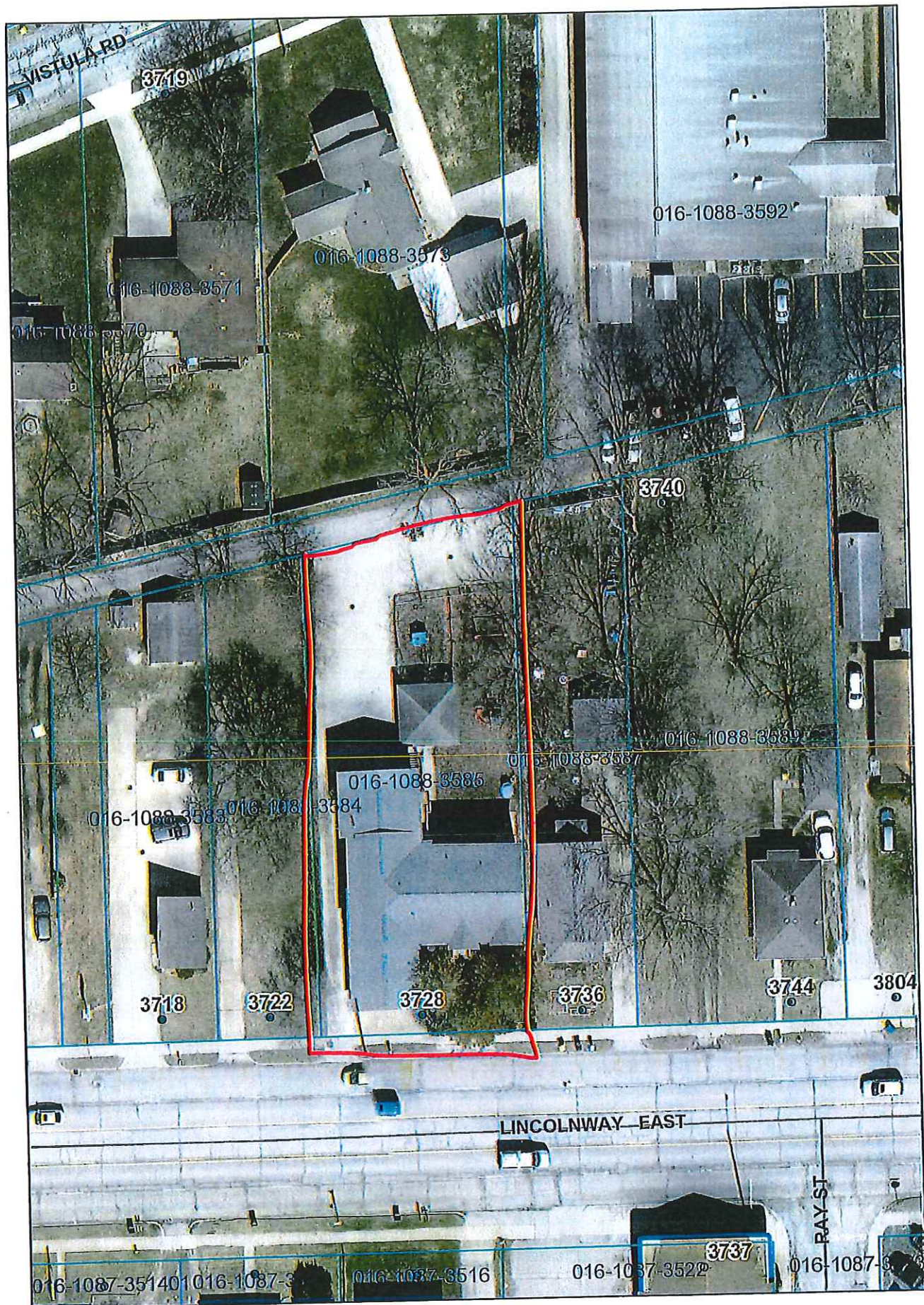
Tatyana Luban
Signature(s) of Property Owner(s)
TATYANA LUBAN
Printed

Date

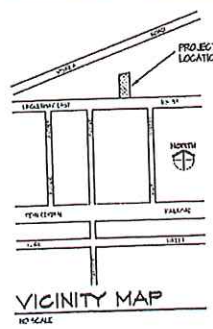
Vadim
Signature(s) of Property Owner(s)
Vadim Luban
Printed

8-19-24
Date

Received
AUG 20 2024
Planning and
Community Development

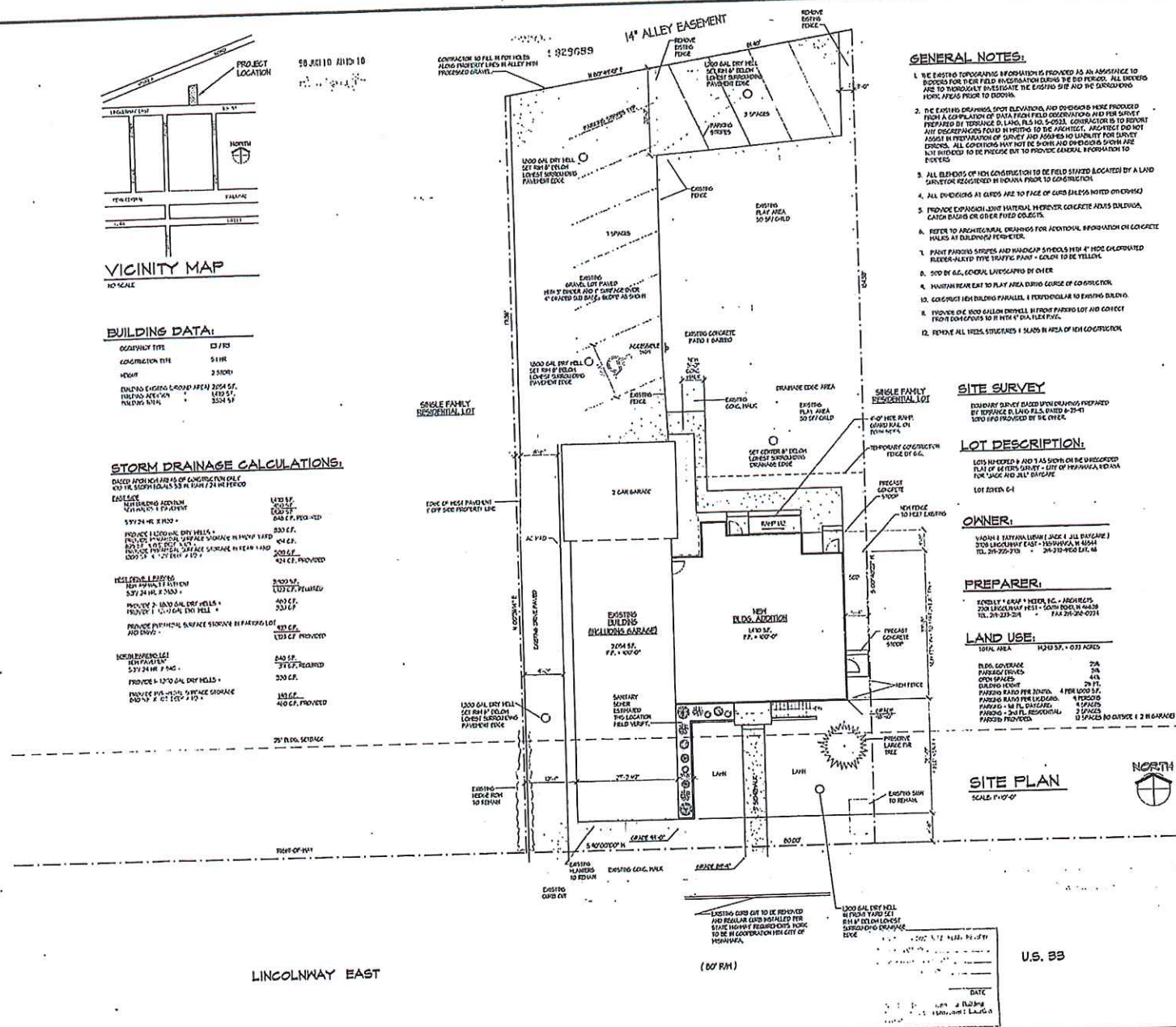


Let's try this:



BUILDING DATA:	
OCCUPANCY TYPE	Q / RS
CONSTRUCTION TYPE	5 IIR
HEIGHT	2 STORY
BUILDING EXISTING GROUND AREA	2454 SF.
BUILDING AREA	1024 SF.
BUILDING AREA	3524 SF

STORM DRAINAGE CALCULATIONS:

[illegible]

- # GENERAL NOTES:
1. IF THE EXISTING INFORMATION OR INFORMATION PROVIDED AS AN ASSURANCE TO PROTECT THE FIELD FROM FURTHER INVESTIGATION, THE SIO PERSONNEL, ALL INTERVIEW AS TO THOROUGHLY INVESTIGATE THE EXISTING SITE AND THE SURROUNDING AREA PRIOR TO PROCEED TO THE FIELD.
 2. IF THE EXISTING SURVEY, PHOTO, ELEVATION, AND PHOTOGRAPH WERE PROVIDED FROM A COOPERATION OF DATA FROM FIELD OBSERVATIONS AND FROM THE DATA OF THE FIELD SURVEY, THE SIO PERSONNEL, ALL INTERVIEW AS TO THOROUGHLY INVESTIGATE THE EXISTING SITE AND THE SURROUNDING AREA PRIOR TO PROCEED TO THE FIELD.
 3. ALL COOPERATIONS MUST BE IN THE INTEREST OF THE FIELD. THE FIELD MUST BE PROTECTED FROM FURTHER INVESTIGATION AND THE FIELD MUST BE PROTECTED FROM FURTHER INVESTIGATION AND THE FIELD MUST BE PROTECTED FROM FURTHER INVESTIGATION.
 4. ALL FIELDWORK OF THE FIELD MUST BE IN THE INTEREST OF THE FIELD. THE FIELD MUST BE PROTECTED FROM FURTHER INVESTIGATION AND THE FIELD MUST BE PROTECTED FROM FURTHER INVESTIGATION.
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 10. ALL FIELDWORK OF THE FIELD MUST BE IN THE INTEREST OF THE FIELD. THE FIELD MUST BE PROTECTED FROM FURTHER INVESTIGATION AND THE FIELD MUST BE PROTECTED FROM FURTHER INVESTIGATION.

SITE SURVEY

LOT DESCRIPTION:

OWNER:

RECEIVED

1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

NEW ADDITION TO
JACK AND JILL DAYCARE
MISHAWAKA, INDIANA

 **Korbuly • Graf • Weber, Inc.**

Korbuly • Graf • Weber, Inc.
ARCHITECTS

REV. 4043-REVISED PAGE TWO

REV. 4043-REVISED PAGE TWO-2P

REV. 57743-CH. EXTERIOR VIEW, SEAR.

REV.

I HEREBY CERTIFY THAT THESE PLANS/ SPECIFICATIONS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION.



DATE: 8 DECEMBER 1997

JOB NO. 1547

SHEET NAME

1/2" TO 1" TOPOGRAPHY

DR. FOR. ELEC.

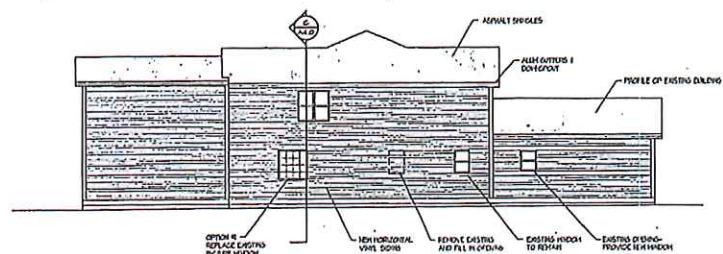
DATE: 608

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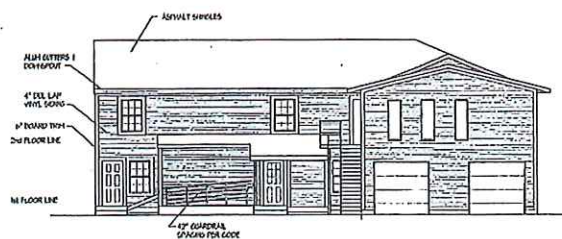
STACK & HILL

50-20110 11/10/10

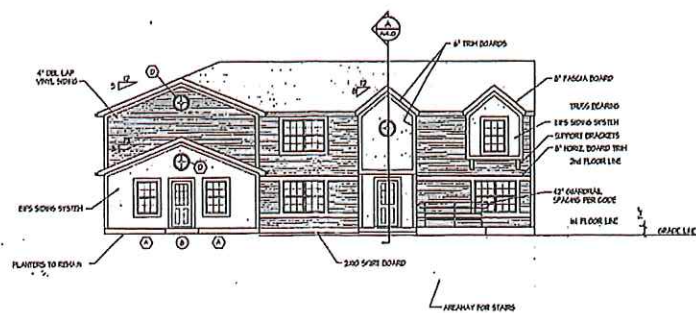
DN-270683



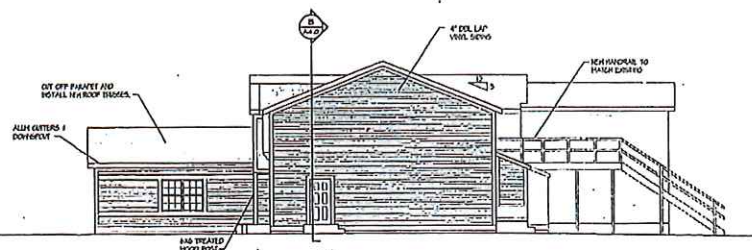
WEST ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"

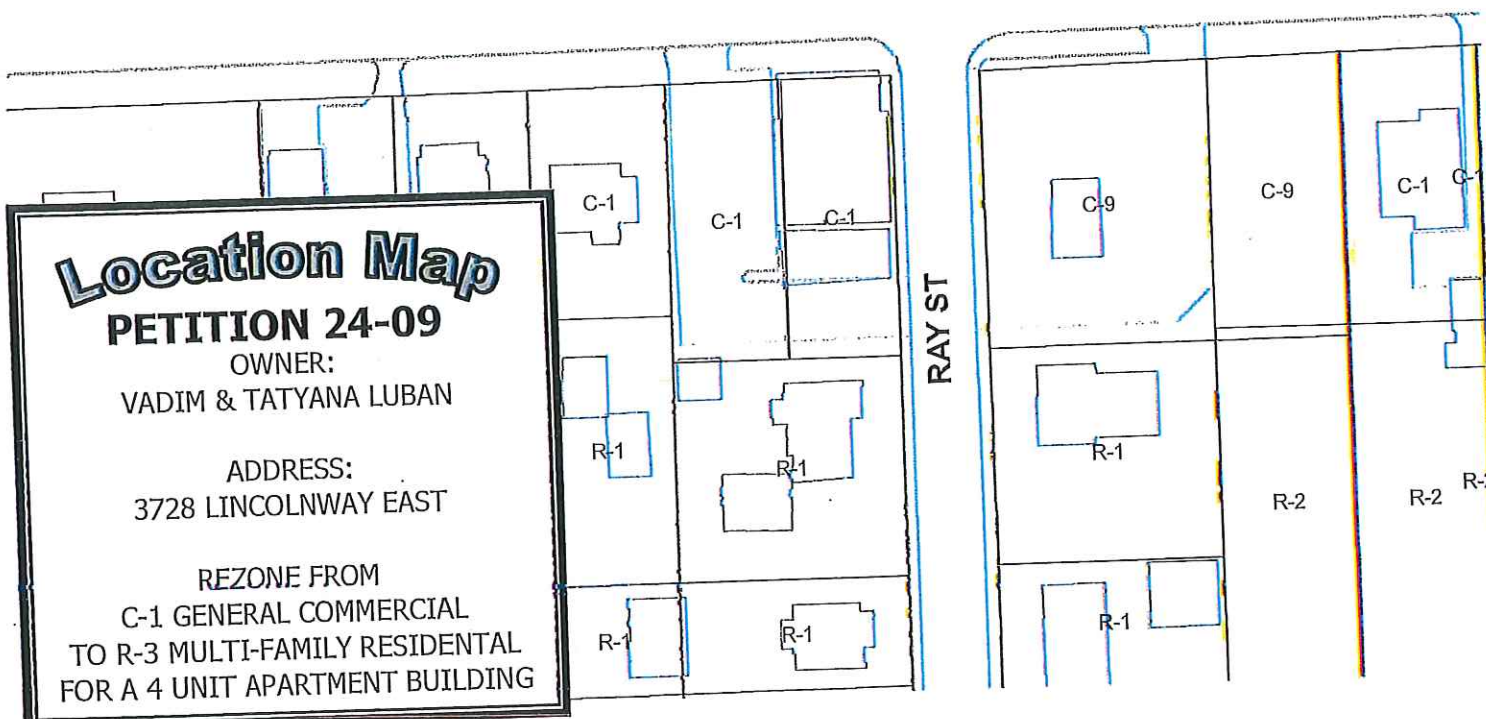
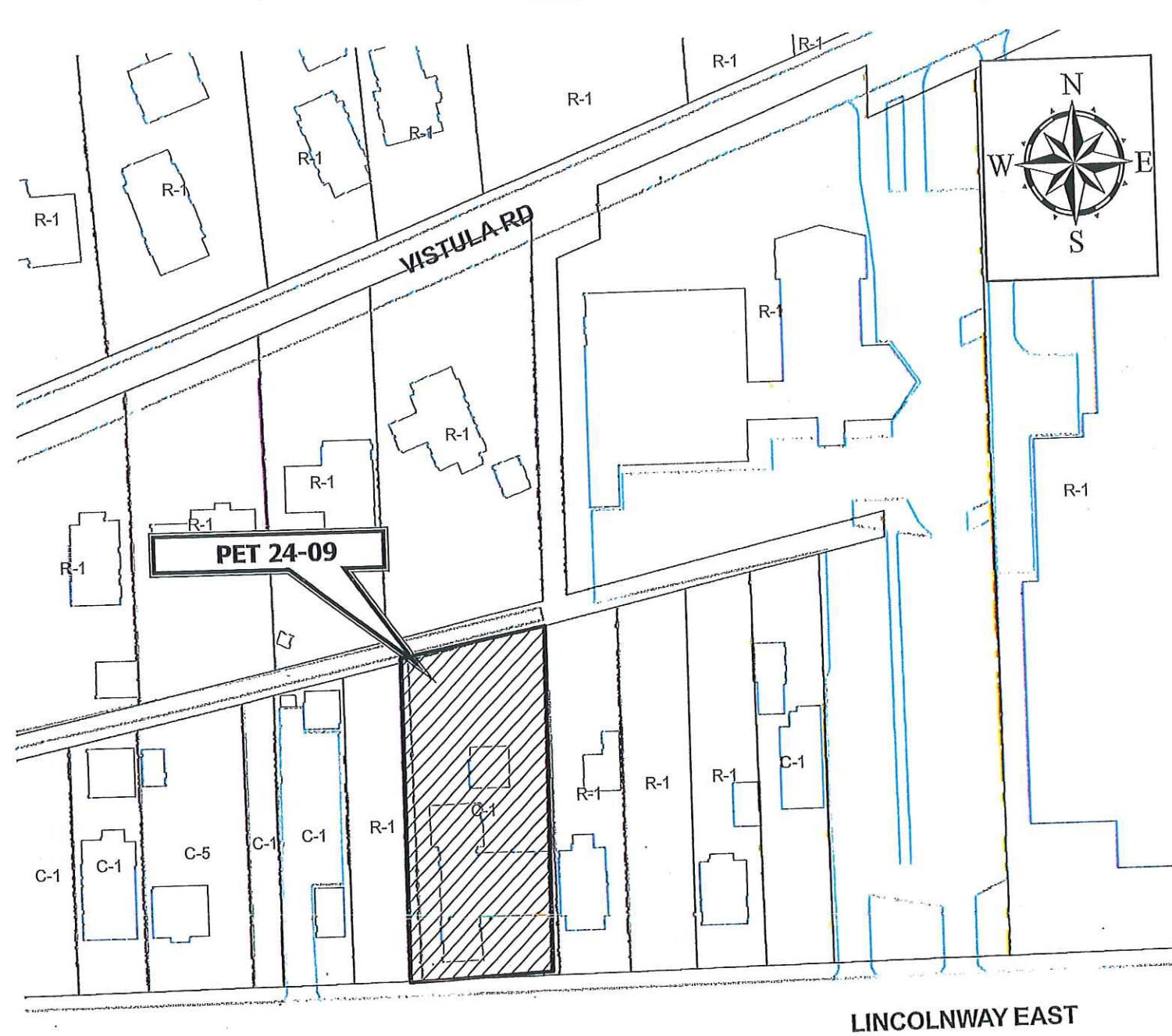
- NOTES:
1. ALL EXTERIOR WOOD TRIM SHALL BE PLYWOOD OR VINYL GLASS.
 2. PROVIDE NEW DOWNSPOUT & GUTTER SYSTEM ON EXISTING BUILDING.
 3. FINAL EXTERIOR COLORS SHALL BE DETERMINED.

NEW ADDITION TO
JACK AND JILL DAYCARE
MISHAWAKA, INDIANA

Korbuly • Graf • Weber, Inc.
ARCHITECTS

DATE	17 OCTOBER 1997
DWG NO.	12477
SHEET NAME	DA 01. 11.2
ELEVATIONS	01.01. 001

A2.0



PROPOSED ORDINANCE NO. 2024- 26

ORDINANCE NO. _____

AN ORDINANCE DECLARING AN EMERGENCY AND
TRANSFERRING AND REAPPROPRIATING FUNDS
WITHIN THE BUDGET ADOPTED FOR THE
CALENDAR YEAR ENDING DECEMBER 31, 2024

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

Section 1. An emergency exists which requires the transfer and re-appropriation of funds within the General Fund budget adopted for the fiscal year ending December 31, 2024

Section 2. There is hereby transferred and re-appropriated the sum of \$ 4,000.00 in the City Clerk budgets as follows:

		General Fund
From:	City Clerk	
	<u>Other Services and Charges</u>	
	<u>Professional Services</u>	
	1101-03-431-04 Professional Services	\$ 4,000.00
	Total	\$ 4,000.00
To:	City Clerk	
	<u>Supplies</u>	
	<u>Office Supplies</u>	
	1101-03-421-90 Office Supplies	\$ 4,000.00
	Total	\$ 4,000.00

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

PASSED BY THE COMMON COUNCIL of the City of Mishawaka,

Indiana, on this _____ day of _____, 2024 at _____ o'clock,
____.M.

Gregg A. Hixenbaugh
Presiding Officer

ATTEST:

Deborah S. Block, CMO, IAMCA, MMC
City Clerk

PRESENTED BY ME to the Mayor this _____ day of _____, 2024
at _____ o'clock, _____.M.

Deborah S. Block, CMO, IAMCA, MMC
City Clerk

APPROVED BY ME this _____ day of _____, 2024 at
_____ o'clock, _____.M.

David A. Wood
Mayor



City of Mishawaka

OFFICE OF THE CITY CLERK

Deborah S. Block, IAMCA, CMO, MMC, City Clerk

October 2, 2024

Common Council
City of Mishawaka

Council Members:

I am requesting a transfer of funds within the City Clerk's Budget in the amount of \$4,000.00. The transfer is coming from "professional services" to "office supplies for the purchase of printers for the clerk's office. Please let me know if you have further questions. Thank you for your consideration.

Sincerely,

Debbie Ladyga-Block, CMO, IAMCA, MMC
Mishawaka City Clerk

1st Reading
2nd Reading
Passed
Failed
Continued To

Deborah S. Block, IAMC, MMC

OCT 24 2024

City Clerk
Mishawaka, IN

PROPOSED ORDINANCE 2024-27

ORDINANCE _____

AS AMENDED

AN ORDINANCE FIXING THE SALARIES OF ALL EMPLOYEES OF THE CITY OF MISHAWAKA EXCEPT, ELECTED OFFICIALS, SWORN PUBLIC SAFETY, MISHAWAKA PARK DEPARTMENT, AND THE MISHAWAKA UTILITIES FOR THE CITY OF MISHAWAKA, INDIANA, FOR THE YEAR BEGINNING JANUARY 1, 2025.

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

Section 1. The biweekly salaries of all employees of the City of Mishawaka except Elected Officials, sworn Public Safety, the Mishawaka Park Department, and the Mishawaka Utilities for the year beginning January 1, 2025, and shall be payable in 26 bi-weekly pay periods commencing on January 3, 2025.

BIWEEKLY SALARY

MAYOR'S EXECUTIVE ASSISTANT	\$ 2,307.70
MAYOR'S ADMINISTRATIVE ASSISTANT	\$ 1,916.07
MAYOR'S EXECUTIVE SECRETARY	\$ 1,623.98

CONTROLLER	\$ 4,038.46
DEPUTY CONTROLLER	\$ 2,985.58
ACCOUNTANT	\$ 2,259.58
PAYROLL CLERK	\$ 1,887.35
BOOKKEEPER A	\$ 1,930.38
BOOKKEEPER B	\$ 1,589.74
BOOKKEEPER C	\$ 1,488.41
SENIOR PURCHASING AGENT	\$ 2,154.15
PURCHASING AGENT	\$ 1,849.58
CERTIFICATIONS:	
CPA CERTIFICATION FT	192.31
CERTIFIED PUBLIC FUNDS INVESTMENT MGR*	19.24
ADVANCED CPFIM*	38.47
INDIANA ACCREDITED MUNICIPAL CLERK (IAMC)	50.00
CERTIFIED PUBLIC FINANCE ADMINISTRATOR*	57.70
ADVANCED CPFA*	76.93

*advanced supersedes previous award

CHIEF DEPUTY CLERK I	\$ 1,954.75
CHIEF DEPUTY CLERK II	\$ 1,838.37
CERTIFICATIONS:	
IN ACCREDITED MUNICIPAL CLERK (IAMC)	50.00
CERTIFIED PUBLIC FINANCE ADMINISTRATOR	57.70
IN ACCREDITED MUNICIPAL CLERK ADVANCED (IAMCA)	61.54
CERTIFIED MUNICIPAL CLERK (CMC)*	61.54
MASTER MUNICIPAL CLERK (MMC)*	76.93

*only one may be held at a time

HR DIRECTOR	\$ 2,637.28
SAFETY DIRECTOR	\$ 2,688.16
ASST DIRECTOR	\$ 1,909.00

OFFICE ADMINISTRATOR	\$ 1,634.40
HR OFFICE MANAGER	\$ 1,623.25
HR OFFICE ASSISTANT	\$ 1,592.31
HR MASTERS CERTIFICATION	57.70
HR CERTIFICATION	19.23
DIRECTOR OF IT	\$ 3,383.65
PUBLIC SAFETY ADMINISTRATOR	\$ 2,786.54
NETWORK ADMINISTRATOR	\$ 2,667.11
SYSTEMS ADMINISTRATOR	\$ 2,667.11
TIER II HELP DESK	\$ 2,149.61
TIER I HELP DESK	\$ 2,030.19
IT OFFICE COORDINATOR	\$ 1,990.39
CORPORATE COUNSEL	\$ 2,770.19
1 st DEPUTY CITY ATTORNEY	\$ 2,853.20
2 nd DEPUTY ASST CITY ATTORNEY	\$ 785.96
COUNCIL ATTORNEY	\$ 785.96
DIRECTOR OF ENGINEERING	\$ 4,038.46
ASSISTANT DIRECTOR	\$ 2,983.32
PROJECT MANAGER	\$ 2,891.56
TRAFFIC MANAGER	\$ 2,465.61
CONSTRUCTION COORDINATOR	\$ 2,217.32
TECHNICIAN	\$ 2,202.90
GIS COORDINATOR	\$ 2,465.61
PROJECT COORDINATOR	\$ 1,837.44
LOCATOR/INSPECTOR	\$ 1,885.48
OFFICE ADMINISTRATOR	\$ 1,634.40
OFFICE MANAGER	\$ 1,623.25
PE BONUS FT	192.31
IDEM REVIEW BOARD BONUS	153.85
FIRE ADMINISTRATIVE ASSISTANT	\$ 1,916.07
FIRE OFFICE ADMINISTRATOR	\$ 1,634.28
FIRE EXECUTIVE SECRETARY	\$ 1,623.98
FIRE OFFICE MANAGER	\$ 1,618.75
SERVICES DIVISION DIRECTOR	\$ 2,786.54
TRAINER	\$ 2,193.60
RECRUITER	\$ 2,101.39
FORENSIC SCIENCE LAB TECHNICIAN/ PROPERTY ROOM SPECIALIST	\$ 2,128.49
POLICE RECRUIT	\$ 1,939.52
ADMINISTRATIVE ASSISTANT	\$ 1,916.07
DIGITAL MEDIA/STATISTICAL	\$ 1,783.13
PROPERTY MANAGER	\$ 1,783.13
EXECUTIVE SECRETARY	\$ 1,624.38
ADMINISTRATIVE SECRETARY	\$ 1,644.64
SERVICES ADMINISTRATOR	\$ 1,841.11
OFFICE MANAGER	\$ 1,786.57
PROPERTY CLERK	\$ 1,573.39
SECRETARY	\$ 1,624.03
PARKING PERSONNEL	\$ 1,624.03
CROSSING GUARDS	21 pays@ 411.90
ANNUAL CLOTHING:	

PARKING PERSONNEL	600
FORENSIC SCI. LAB ANALYST/PR. SP.	1,000
IDAC SPECIALIST	96.16
MAJOR CRIMES EVIDENCE TECHNICIAN	76.93
CROSSING GUARD SUBSTITUTE	20 per day
SUMMER SCHOOL CROSS GUARD	20 per day
DIRECTOR OF CODE ENFORCEMENT	\$ 2,884.62
OFFICE ADMINISTRATOR	\$ 1,634.40
OFFICE MANAGER	\$ 1,623.25
CODE ENF OFFICER A	\$ 2,211.91
CODE ENF OFFICER B	\$ 1,856.69
BUILDING COMMISSIONER	\$ 2,884.62
ASSISTANT BUILDING COMMISSIONER	\$ 2,619.11
OFFICE ADMINISTRATOR	\$ 1,634.40
OFFICE MANAGER	\$ 1,623.25
INSPECTOR A	\$ 2,663.13
INSPECTOR B	\$ 2,418.70
PERMIT TECH I	\$ 1,927.09
EXECUTIVE DIRECTOR	\$ 4,038.46
SENIOR PLANNER/ECONOMIC DEVELOPMENT SPECIALIST	\$ 2,454.38
CITY PLANNER	\$ 2,936.83
SENIOR PLANNER	\$ 2,464.51
ASSOCIATE PLANNER	\$ 2,122.96
ADMINISTRATIVE PLANNER	\$ 1,895.47
OFFICE MANAGER	\$ 1,611.03
CERTIFICATIONS:	
FELLOW OF THE AMERICAN SOCIETY OF LANDSCAPE ARCHITECT (FASLA)	96.16
AMERICAN INSTITUTE OF CERTIFIED PLANNERS (AICP)	57.70
DIRECTOR OF COMMUNITY DEVELOPMENT	\$ 3,050.99
TIF CONSTRUCTION MANAGER	\$ 2,891.56
PROGRAM CONSTRUCTION MANAGER	\$ 2,624.75
PROGRAM COORDINATOR	\$ 1,916.71
GRANT MANAGER	\$ 2,407.57
GRANT SPECIALIST	\$ 1,639.89
CENTRAL SERVICES ASSISTANT	\$ 2,587.50
STREET COMMISSIONER	\$ 3,269.23
OFFICE ADMINISTRATOR	\$ 1,811.27
OFFICE MANAGER	\$ 1,671.92
SECRETARY	\$ 1,589.94

BIWEEKLY HOURLY

PART-TIME HELP	7.25-30.00
CENTRAL SERVICES:	
FLEET MAINTENANCE TECHNICIAN	25.95

CENTRAL SERVICES/MVH:	
GROUP 1	24.67
GROUP 2	23.39
GROUP 3	22.45
NIGHT BONUS/SHIFT DIFFERENTIAL	.55/.60
PROJECT COORDINATOR	1.00
CDL TRAINER - ANNUAL	2500

ANNUAL/MISC

BOARD OF PUBLIC WORKS AND SAFETY AND UTILITY BOARD	
PRESIDENT	1500
MEMBER	1000
PLAN COMMISSION	600
BZA MEMBER	375

INSURANCE STIPEND:	
ASST CITY ATTORNEY & COUNCIL ATTORNEY	500 per month

Section 2. The City will contribute a match of 100% of the employee's contribution not to exceed 2% of the employee's base biweekly pay for all employees eligible for participation in the State's 457(b) plan.

Section 3. Longevity Bonus will be provided annually to the Central Service and Motor Vehicle Highway Teamster employees. The Longevity Bonus will be offered to the employees as additional pay. The Longevity Bonus shall be payable annually on the first paycheck following each employee's anniversary date with the regular payroll. The annual Longevity Bonus will be based on the following schedule. Said schedule is based upon completed years of service.

<u>Years of Service</u>	<u>Annual Increments</u>	<u>Bonus</u>
5	0	150
6	75	225
7	75	300
8	75	375
9	75	450
10	75	525

An additional \$80.00 will be added for each year of service after the 10th year.

Section 4. Longevity Bonus will be provided annually to the Civil City non-union employees. The Longevity Bonus will be offered to the employees as additional pay. The Longevity Bonus shall be payable annually on the first paycheck following each employee's anniversary date with the regular payroll. The annual Longevity Bonus will be based on the following schedule. Said schedule is based upon completed years of service.

<u>Years of Service</u>	<u>Annual Increments</u>	<u>Bonus</u>
5	0	150
6	75	225
7	75	300
8	75	375
9	75	450
10	75	525

An additional \$150.00 will be added for each year of service after the 10th year.

Section 5. The Administration may pay up to 15% less than annual salaries listed to new employees during the first twelve-month period, except for those public safety salaries which have been negotiated by the Common Council and all other salaries negotiated as part of a Collective Bargaining Agreement.

Section 6. 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 _____ 2024, at _____ o'clock, _____. m.

Gregg Hixenbaugh, Presiding Officer

ATTEST:

Deborah S. Block, IAMCA, MMC, City Clerk

PRESENTED BY ME, to the Mayor on this _____ day of _____ 2024, at _____ o'clock, _____. m.

Deborah S. Block, IAMCA, MMC, City Clerk

APPROVED BY ME this _____ day of _____ 2024, at _____ o'clock, _____. m.

David A. Wood, Mayor

PROPOSED ORDINANCE NO. 2024 - 28

ORDINANCE NO. _____

AN ORDINANCE FIXING THE SALARIES
OF CERTAIN ELECTED OFFICIALS OF THE CITY OF MISHAWAKA
FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025

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

Section 1. The biweekly salaries of the following elected officials of the City of Mishawaka, Indiana, for the fiscal year beginning January 1, 2025, shall be payable in 26 equal biweekly pay periods beginning January 3, 2025 in the following amounts:

	Biweekly salary
Mayor	\$ 3,530.54
Clerk	2,884.62
Council member	769.24
Council President Stipend	76.93

Section 2. Clerk Certifications

IN ACCREDITED MUNICIPAL CLERK ADVANCED (IAMCA)	61.54
IN ACCREDITED MUNICIPAL CLERK (IAMC)	50.00
CERTIFIED MUNICIPAL CLERK (CMC)	61.54
MASTER MUNICIPAL CLERK (MMC)	76.93
CERTIFIED PUBLIC FINANCE ADMINISTRATOR (CPFA)	57.90

The MMC pay substitutes and replaces the CMC pay. Pursuant to the IIMC rules, the MMC replaces the CMC, and that later designation is dropped.

Section 3. Any prior ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its publication, passage, signing and due attestation.

Section 5. The City will contribute a match of 100% of the elected official's contribution not to exceed 2% of the employee's base biweekly pay for all employees eligible for participation in the State's 457(b) plan.

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

This _____ day of _____, 2024, at _____ o'clock, _____. m.

Gregg Hixenbaugh, President

ATTEST:

Deborah S. Block, IAMCA, MMC, City Clerk

PRESENTED BY ME to the Mayor, this _____ day of _____ 2024, at
_____ o'clock, _____. m.

Deborah S. Block, IAMCA, MMC, City Clerk

APPROVED BY ME this _____ day of _____ 2024, at _____ o'clock,
_____. m.

David A. Wood, Mayor

PROPOSED ORDINANCE 2024-29

ORDINANCE _____

AN ORDINANCE FIXING THE SALARIES OF ALL SWORN POLICE EMPLOYEES OF THE CITY OF MISHAWAKA FOR THE CITY OF MISHAWAKA, INDIANA, FOR THE YEAR BEGINNING JANUARY 1, 2025.

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

Section 1. The biweekly salaries of sworn police officers for the year beginning January 1, 2025, and shall be payable in 26 bi-weekly pay periods commencing on January 3, 2025.

	BIWEEKLY SALARY 2025
POLICE CHIEF	\$ 4,040.48
ASSISTANT CHIEF	\$ 3,841.44
CAPTAIN	\$ 3,634.62
LIEUTENANT	\$ 3,576.92
SERGEANT	\$ 3,519.23
1 st CLASS OFFICER	\$ 3,461.54
2 nd CLASS OFFICER	\$ 2,577.11
PROBATION	\$ 2,341.05
 NIGHT SHIFT DIFFERENTIAL	 \$26.92
 POLICE:	
UNIFORM ALLOWANCE – semi annual	2,050
	ANNUAL/MISC
EQUIPMENT MAINT ALLOWANCE	1,250
RESIDENCY STIPEND	2,500
 2 ND INSTALLMENT FOR 2023:	
LATERAL TRANSFER	3,000
NEW HIRE OFFICER	2,000
 SPECIALTY PAY:	
MAJOR CRIMES DETECTIVE	2,000
MAJOR CRIMES EVIDENCE TECHNICIAN	2,000
SWAT	1,000
DRE – DRUG RECOGNITION EXPERT	500
EMERGENCY RESPONSE TEAM	500
EVIDENCE TECHNICIAN	500
FACT – FATAL ALCOHOL & CRASH TEAM	500
NEGOTIATOR	500
SVU – SPECIAL VICTIMS UNIT	1,000
TRAFFIC TECHNICIAN/DIAGRAMMER	500
BREATH TEST OPERATOR	250

Section 2. The City will contribute 3% of the employee portion to the 1977 Police Pension for all employees eligible for participation in the 1977 Police Pension Fund.

Section 3. The City will contribute 3% of the employee portion to the 1977 Fire Pension for all employees eligible for participation in the 1977 Fire Pension Fund.

Section 4. The City will contribute a match of 100% of the employee's contribution not to exceed 2% of the employee's base biweekly pay for all employees eligible for participation in the State's 457(b) plan.

Section 5. 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 _____ 2024, at _____ o'clock, _____. m.

ATTEST: _____
Gregg Hixenbaugh, Presiding Officer

Deborah S. Block, IAMCA, MMC, City Clerk

PRESENTED BY ME, to the Mayor on this _____ day of _____ 2024, at _____ o'clock,
_____. m.

Deborah S. Block, IAMCA, MMC, City Clerk

APPROVED BY ME this _____ day of _____ 2024, at _____ o'clock, _____. m.

David A. Wood, Mayor

PROPOSED ORDINANCE 2024-30

**ORDINANCE _____
AS AMENDED**

AN ORDINANCE FIXING THE SALARIES OF ALL SWORN FIRE EMPLOYEES OF THE CITY OF MISHAWAKA FOR THE CITY OF MISHAWAKA, INDIANA, FOR THE YEAR BEGINNING JANUARY 1, 2025, AND CONTINUING FOR TWO YEARS.

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

Section 1. The biweekly salaries of sworn fire employees for the year beginning January 1, 2025, and continuing for two years shall be payable in bi-weekly pay periods commencing on January 3, 2025.

	2025	2026
	BIWEEKLY SALARY	BIWEEKLY SALARY
FIRE CHIEF	\$ 4,038.46	\$ 4,220.19
ASSISTANT CHIEF	\$ 3,820.39	\$ 3,992.31
CHIEF FIRE PREVENTION	\$ 3,325.19	\$ 3,474.82
BATTALION CHIEF	\$ 3,499.79	\$ 3,657.28
CAPTAIN	\$ 3,328.96	\$ 3,478.76
FIRE INSPECTOR CAPT	\$ 3,328.96	\$ 3,478.76
LIEUTENANT	\$ 3,246.86	\$ 3,392.97
FIRE INSPECTOR LT	\$ 3,246.86	\$ 3,392.97
DRIVER OPERATOR	\$ 3,169.24	\$ 3,311.86
1 st CLASS FIREFIGHTER	\$ 3,092.83	\$ 3,232.01
MASTER FIREFIGHTER	\$ 2,959.50	\$ 3,092.68
PROBATION - FF/EMT	\$ 2,690.70	\$ 2,811.78
ANNUAL/MISC:	2025	2026
<u>CERTIFICATIONS:</u>		
ADVANCED EMT	1,000	1,000
PARAMEDIC	2,000	2,000
LEAD PARAMEDIC	6,000	6,000
<u>DAILY RIDE PAY:</u>		
ADVANCED EMT	50	
PARAMEDIC	50	
LEAD PARAMEDIC	100	
EMT/PARAMEDIC		100
SUPERVISING PARAMEDIC		150
<u>UNIFORM ALLOWANCE:</u>		
1 ST YEAR OF SERVICE	625	750
AFTER 1 ST YEAR OF SERVICE	1,250	1,500

SPECIALTY PAY:

WATER RESCUE/RECOVERY LEADER	1,050
WATER DIVE/RESCUE TEAM MEMBER	950
DIVER APPRENTICE	500
DRONE OPERATOR	750
SELF-CONTAINED BREATHING	
APPARATUS TEAM TECHNICIAN	1,000
MECHANIC	2,500
INFORMATION TECHNOLOGY	1,500

Section 2. The City will contribute 3% of the employee portion to the 1977 Police Pension for all employees eligible for participation in the 1977 Police Pension Fund.

Section 3. The City will contribute 3% of the employee portion to the 1977 Fire Pension for all employees eligible for participation in the 1977 Fire Pension Fund.

Section 4. The City will contribute a match of 100% of the employee's contribution not to exceed 2% of the employee's base biweekly pay for all employees eligible for participation in the State's 457(b) plan.

Section 5. 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 _____ 2024, at ____ o'clock, ____ . m.

Gregg Hixenbaugh, Presiding Officer

ATTEST:

Deborah S. Block, IAMCA, MMC, City Clerk

PRESENTED BY ME, to the Mayor on this ____ day of _____ 2024, at

____ o'clock, ____ . m.

Deborah S. Block, IAMCA, MMC, City Clerk

APPROVED BY ME this ____ day of _____ 2024, at ____ o'clock, ____ . m.

David A. Wood, Mayor