

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.

