AGENDA
June 16, 2025

Meetings of Standing Committees
Council Conference Room
5:45PM

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

WebEx Telephone Number:1-408-418-9388
Meeting Number (access code): 2334 356 4690
Meeting password: 7GDi6kvpN7b

To connect online, join using Microsoft Lync or Microsoft Skype for Business

Dial:23343564690@mishawaka.webex.com

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

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

Livestream #3:

www.youtube.com/@cityofmishawaka635

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Approval of the Minutes of the Regular Meeting of June 02, 2025

5. Petitions, Communications, Remonstrance and Memorial

A letter from the Board of Zoning Appeals regarding their recommendation from their June 10, 2025, meeting.

A letter from the Historic Preservation Commission regarding their recommendation from their June 3, 2025, meeting.

6. Report of Special Committee

7. Ordinances on First Reading

P.O. No. 2025-14	Establishing 121 S. Main St. as a Historic Landmark
P.O. No. 2024-15	Authorizing Payment in Lieu of Taxes

8. Resolutions

R2025- 17	Adding 3 Parcels to the City Acquisition List – 900 Block South Union St.
R2025-18	Confirming Resolution for Personal Property Tax Abatement for Jamil Packaging – 1420 Industrial Dr.
R2025-19	Use Variance to allow for a Beauty/Barber Shop and/or a small office space in R-1 Single Family District – 1925 N. Main St.

9. Ordinances on Second Reading

P.O. No. 2025-12	Authorizing Special Utility Service Agreements for Economic Development and Customized Utility Needs **Requestion Postponement**

P.O. No. 2025-13 Defining Methods of Payments accepted by the city. (Assigned to Budget & Finance Committee)

10. Privilege of the Floor – Non-Agenda Items

11. Unfinished Business

12. New Business

Reschedule the July 21st council meeting to July 28th

13. Adjournment

This meeting will be aired via live stream:

An archived version of the livestream video can be viewed on the city of Mishawaka's Facebook and YouTube pages, **https://www.facebook.com/cityofmishawaka/** and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

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

Download Packet Link below:

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

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

The City of Mishawaka acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to City sponsored public programs, services and/or meetings, the City requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements contact Susan Kile, ADA Coordinator, at (574) 258-1615.

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SCAN ME

REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL

June 2, 2025

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 Monday June 2, 2025, 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.

City Clerk Debbie Ladyga-Block 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 May 19, 2025, were approved as received from the Clerk's Office.

Presentment of the Annual Operational Report for Local Roads and Streets and Bridges

Mr. Hixenbaugh stated the record would reflect that the report had been presented to the Council pursuant to Indiana law.

Clerk Block read the following proposed ordinance by title and assigned committee.

PROPOSED ORDINANCE NO. 2025-13

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, AMENDING THE MUNICIPAL CODE DEFINING METHODS OF PAYMENT BY THE CITY
Defining Methods of Payments accepted by the city
(Assigned to Budget & Finance Committee)

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

RESOLUTION R2025-14

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, MAKING A FINAL DETERMINATION AND CONFIRMING THE DESIGNATION OF AREAS WITHIN THE CITY OF MISHAWAKA, INDIANA KNOWN AS 919 CLEVELAND ROAD AS AN ECONOMIC REVITALIZATION AREA FOR THE PURPOSE OF REAL PROPERTY TAX ABATEMENT
Confirming Real Property Tax Abatement for 919 Cleveland Road – United Petfood Producers

Derek Spier, City Planner, spoke in favor of **RESOLUTION R2025-14**. Mr. Spier stated this resolution was a confirming resolution and it had been filed by United Petfood for a real tax abatement. Mr. Spier stated as was recently mentioned two weeks ago when the Council considered the declaratory resolution, United Petfood Producers was proposing to demolish their existing warehouse building and build a new 69,000 square foot building north of their main facility. Mr. Spier stated currently, they would demolish their 33,000 square foot building which was constructed back in 1958. Mr. Spier stated WellPet had received three other real and personal property tax abatements from the Council in 2014 and 2021. Mr. Spier stated with the current request, they proposed retaining 101 employees while adding 19 jobs because of the direct result of the investment. Mr. Spier stated similar to the previously approved abatements, they were recommending a five-year abatement for a standard phase in which would decrease over 20 years annually within the life of the abatement and for this resolution, they proposed a tax analysis to back the envelope analysis. Mr. Spier stated they used a 60% assessed valuation which was anticipated for the overall construction of the project so if it came in at a 60% AV, the actual assessed valuation would be $3.2 million and if this was the case, the company over the life of the abatement would pay $215,000 in taxes and they would have an abatement resulting in $323,000. Mr. Spier concluded stating representatives from the company were present that evening if the Council had any questions for them.

Mr. Hixenbaugh thanked Mr. Spier for the information that he put together and the work he and staff had done on this. Mr. Hixenbaugh stated he was certainly in favor of the abatement, and he was pleased that this company was willing to continue to invest in Mishawaka, particularly since this was their sole location in North America so that meant something to him. Mr. Hixenbaugh stated the staff report two times referred to some future abatement requests and it harkened back to some discussions and conversations they had with their predecessor to the corporate entity in the past. Mr. Hixenbaugh stated he was interested in learning more about that, but he thought it would be important for them as a Council and for the community what was going to be different this time around and what additional servitude, they could provide the Council that would come to fruition. Mr. Hixenbaugh stated again, he appreciated the investment and commitment they were making to Mishawaka, and he looked forward to the conversations in the future as they moved forward with this.

Question called for at 6:06PM for **RESOLUTION R2025-14 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 R2025-15

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA DECLARING CERTAIN AREAS WITHIN THE CITY OF MISHAWAKA, INDIANA KNOWN AS: 1420 INDUSTRIAL DRIVE TO BE AN ECONOMIC REVITALIZATION AREA AND ECONOMIC DEVELOPMENT TARGET AREA FOR PURPOSES OF PERSONAL PROPERTY TAX ABATEMENT FOR JAMIL PACKAGING CORPORATION
Declaring Personal Property Tax Abatement for 1420 Industrial Drive – Jamil Packaging Corp.

Derek Spier, City Planner, spoke in favor of **RESOLUTION R2025-15**. Mr. Spier stated this was a declaratory resolution for personal property tax abatement by Jamil Packaging and their facilities were located at 1420 Industrial Drive. Mr. Spier stated they manufactured corrugated paper boxes, custom retail displays, and they also distributed packaging supplies. Mr. Spier stated Jamil Packaging was a family-owned company that was founded in 1974, and they had been with the city since 2002. Mr. Spier stated it maintained its Midwest operations in Mishawaka and also had Southeast operations in Tennessee. Mr. Spier stated they had received three other tax abatements which were also personal property tax abatements for equipment between 2006 and 2019. Mr. Spier stated with their current proposal, they were proposing to make a capital investment of $4.85 million for manufacturing equipment and this would include a new stacker and conveyor and with the equipment, it would allow them to increase capacity for printing and become more efficient because they would no longer have to feed material through a system twice. Mr. Spier stated if approved, they were committed to immediately ordering and beginning installation of the equipment that month with anticipation of completion by October of 2025. Mr. Spier stated their facility currently had 179,000 square feet of manufacturing space and they had 131 employees. Mr. Spier stated employment had been stable over the years, decreasing slightly from 139 employees when the last abatement was approved in 2019. Mr. Spier stated their current payroll was approximately $6.8 million, which was $1.9 million higher than their total payroll in 2019. Mr. Spier stated wages for the hourly workers were between $16 and $23 with the blended average of $24. Mr. Spier stated as a direct result of the investment, they were proposing nine new jobs, which would bring their total up to 140 employees. Mr. Spier stated hourly wages for the new hires were projected at just under $20 with total salaries for the new employment to be just under $300,000. Mr. Spier stated like they did with the last abatement, they had prepared some back of the envelope analysis and they were recommending a three-year phase-in, so it would be a standard phase in decreasing 33% over the life of the abatement. Mr. Spier stated with a projected 60% assessed valuation, the new equipment assessed at approximately $2.9 million and if that assessment was accurate over the three-year life of the abatement, $174,000 would be abated while they would pay $87,000. Mr. Spier stated this would be the first step of the process, so if the declaratory resolution was approved that evening by the Council, they would come back in two weeks for the confirming resolution. Mr. Spier stated he was happy to answer any questions, and the president of the company was also present that evening if the Council had any questions for him.

Mr. Hixenbaugh stated it was not ordinary that they would have two tax abatement requests back-to-back in one council meeting, so to avoid people assuming that they maybe had more tax abatements active than they currently did he asked Mr. Spier how many abatements were active at that point in time. Mr. Spier stated they were down considerably, and he thought they were down to three active abatements when he did the compliance reporting. Mr. Spier stated they had fewer abatements submitted over the last two or three years. Mr. Hixenbaugh stated even though there had been fewer submitted, they had said for years, and he still believed it was still their philosophy that they were very judicious with regard to the abatements that they approved and asked if Mr. Spier agreed with that. Mr. Spier stated yes, that was correct. Mr. Hixenbaugh asked if it had to be something where the benefit outweighed any negatives with regard to the abatement that they granted, and it had to be in the best interest of the community and asked if that was correct. Mr. Spier stated that was correct.

Question called for at 6:12PM for **RESOLUTION R2025-15 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 R2025-16

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA AUTHORIZING THE INVESTMENT OF PUBLIC FUNDS PURSUANT TO IC 5-13-9-5 Authorizing Investment of Public Funds

Rebecca Maguire, City Controller, spoke in favor of **RESOLUTION R2025-16**. Mrs. Maguire stated this was an annual item she brought forth each year and it allowed her to invest in CDs at depositories throughout the state of Indiana, so they were not limited to just St. Joe County.

Mr. Violi asked if they received a different rate on the CDs since they were a municipality or if it was just whatever the bank rate was. Mrs. Maguire stated they went for bids so they got the best rate they could.

Mr. Carroll stated given his profession as a financial adviser, he needed to abstain from voting on the matter.

Question called for at 6:12PM for **RESOLUTION R2025-15 Motion passed by unanimous roll call vote (summary: Yes = 8, Abstain = 1).**
Yes: Mrs. Hazen, Mrs. Voelker, Mr. Banicki, Mr. Emmons, Ms. Hahn, Mr. Mammolenti, Mr. Violi, Mr. Hixenbaugh.
Abstain: Mr. Carroll. The resolution passed 8-0 with one abstention.

Clerk Block read the following ordinances on second reading and opened the public hearing.

PROPOSED ORDINANCE NO. 2025-10

AN ORDINANCE AMENDING CHAPTER 137 OF THE MUNICIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA AS FROM TIME TO TIME AMENDED, COMMONLY KNOWN AS THE ZONING ORDINANCE OF 1966 OF THE CITY OF MISHAWAKA, INDIANA
Rezone from C-1 General Commercial to R-3 Multi Family Residential to allow 7 Multifamily Residential buildings with 20 dwelling units - 2400 and 2406 Schumacher Drive

Mr. Carroll reported the Land Use Planning Committee recommended this proposed ordinance should be adopted. Upon a second by Mr. Banicki, the motion carried.

Michael Knight, Attorney at Barnes & Thornburg, spoke in favor of **PROPOSED ORDINANCE NO. 2025-10**. Mr. Knight stated he was representing Freed Capital LLC and with him that evening was Seth Freed, Manager for Freed Capital and Terry Lang from Wightman and Associates. Mr. Knight stated Mr. Freed lived in Mishawaka and was about a quarter mile away from the proposed development and he wanted to always be a good neighbor with this, and he wanted to answer any questions they had that evening. Mr. Knight stated this was a downzoning request, meaning they were requesting to rezone part of the property from C-1 to R-3. Mr. Knight stated part of the property was already R-3, so that was consistent and the C-1 zoning was consistent with zoning to the south as the commercial area was C-9 for a car dealership and across the street light industrial zoning. Mr. Knight stated to the north it was all R-3 multi-family zoning, and they wanted to fit right in with an R-3 multi-family development and that was why they wanted to change the zoning. Mr. Knight stated all units would have their own separate parcel number and they hoped to sell all of the units separately as new housing for Mishawaka. Mr. Knight stated all units had their own driveway and their own garage and public parking spaces were already included in the site plan, and they were not required by any other zoning or other regulations. Mr. Knight stated they were going to stick with all of the other regulations, and they would meet the 35-foot height requirement, they were going to build single story units in the northern part of the development. Mr. Knight stated out of concern for the Town and Country residences that would be by them on the north side, there were really only two, maybe four residences that would be considered neighbors to it, because the upper triangle of the development was going to be kept open for drainage. Mr. Knight stated they would not have neighbors on the north Town and Country side, except for two to four units. Mr. Knight stated the neighbors on the Main Street side to the east side had made no comments on the development and they had met extensively with the Town and Country folks but they were changing it from a wooded area that was unkempt and they were trying to put in seven new buildings with twenty units in it and some were going to be two side by sides and some were going to be four quad units. Mr. Knight stated they would be removing the wooded area and would be building multi-family units there as they would match the area to the north and there was single-family on Main Street. Mr. Knight stated they did not expect much new traffic as there would only be twenty units, and all departments had reported favorably to the Plan Commission staff. Mr. Kight stated the staff reported and twice approved and recommended approval to the Plan Commission and it had been to the Plan Commission twice. Mr. Knight stated once it passed out of the Plan Commission and again it came from the Plan Commission with a negative recommendation for it. Mr. Knight stated there would be no harm to the surrounding property values and they would clean up the area and promote public health and safety. Mr. Knight stated it would be a good buffer for the business districts and with it being zoned C-1 at that time, there could have been almost anything there that could potentially be less desirable for the neighbors than the proposed multi-family development which was consistent with the neighborhood to the north. Mr. Knight stated they would be willing to accept covenants, and he believed Mr. Freed had submitted a letter to the Council saying that he would be willing to accept covenants and he was also willing to control size, number, privacy fencing, and rental practices all to be covenanted so that this would be a nice neighborhood. Mr. Knight stated zoning was an interesting negative about the free use of private property and they all enjoyed common law which was always for the free use of private property and zoning came around about 100 years ago. Mr. Knight stated there was an old case in 1926 that supported the municipal corporation's ability to regulate and the primary reason to regulate was to keep compatible uses near compatible uses. Mr. Knight stated you did not want huge industry next to residential, and you did not want farming operations next to residential, although typically a lot of what came first was certainly allowed. Mr. Knight stated what they were asking for was to keep the incompatible uses away from one another and frankly keep out the commercial zoning and add a little more R-3 zoning. Mr. Knight stated with this development, they would get construction, get new housing, get jobs, and it just fit better with the neighborhood, and it would be a nice development there on Schumacher. Mr. Knight stated for those reasons, they asked the Council to vote in approval of the minor zoning change from C-1 to R-3 because it fit. Mr. Knight thanked the Council.

Mr. Mammolenti stated he knew the last time they had recommended meeting with the residents in the surrounding area, and he had been told a couple of those meetings had been held and asked Mr. Knight if he could confirm that and what was discussed in some of those meetings. Mr. Knight stated he could confirm that and asked President Hixenbaugh if they would allow Mr. Freed to answer the second question. Mr. Hixenbaugh granted Mr. Freed the floor.

Seth Freed, 131 East Borley, spoke in favor of **PROPOSED ORDINANCE NO. 2025-10**. Mr. Freed stated he had met with a few neighbors and the board members of the HOA at the Town and Country Estates as well as a few other neighbors and businesses that were just south and west of the property. Mr. Mammolenti asked how he advertised that he was hosting the meeting or if neighbors were invited to attend. Mr. Freed stated he reached out directly to Karen Grove, the President of Town and Country Estates and also spoke with Dixie Mason, a neighbor who lived in the community and in the same house for 52 years in that area. Mr. Mammolenti asked if he felt they were able to answer most of their concerns. Mr. Freed stated he did and felt like they did to the best of their ability and he made some revisions from the original time going through the process, he heard what they had to say, and he tweaked a few things along the way and he felt that they came to a good common ground with where the plans were set that evening. Mr. Mammolenti stated regardless of the outcome that evening, he appreciated his efforts to take their suggestions from the last time, meet with the folks, and try to come up with a common ground. Mr. Mammolenti thanked Mr. Freed.

Mr. Violi asked when Mr. Freed purchased the property as he was not on the Mishawaka Common Council two years ago when the matter was first proposed and he wanted some background. Mr. Freed stated 2023. Mr. Violi asked at any time since then, even after the meetings prior, if he tried to sell the property as it was or if he had not had it on the market. Mr. Freed stated they had not listed the property and just knowing a few individuals in real estate, they tried to lease the property as a C-1 zoning, but they did not have much luck with that. Mr. Freed stated it was not on a busy road and there was not a lot of foot traffic there so to be a C-1 property was not ideal for smaller businesses trying to grow in the area and it was more for an established company. Mr. Violi stated Mrs. Grove invited President Hixenbaugh, himself, and Ms. Hahn to all of the meetings where they were present and he appreciated that and one of the big questions he recalled at one of the meetings was that there was some confusion earlier in 2025 with the villas and if they were rent to own versus rent or own. Mr. Violi asked if that had been cleared up and if Mr. Freed remembered that and if he was remembering that correctly. Mr. Freed stated that was misunderstood at the time and that they would either be rented or would be for sale to the owner and not rent to own. Mr. Violi stated he was speaking just of the villas and not the properties that were going to be on the south side. Mr. Freed stated it would be for the whole development, and everything would either be for rent or for sale. Mr. Violi asked if even the two stories on the south side would be offered for outright purchase. Mr. Freed stated all 20 units could be a mix or match of both with for rent and for sale. Mr. Knight stated that was why they were all separate parcels at that time. Mr. Violi asked when they said rent or own, how long would he try to sell it before he changed the designation for the unit and how that process was going to work with to rent or to own. Mr. Freed stated the business plan was to list them either way and if they were going through and they were able to sell them prior to completion, that would be ideal. Mr. Freed stated if they got to completion and they got occupancy; the plan would be to just list it for rent until they got an offer first. Mr. Violi asked if he would never say they would be own first and if they did not sell it, then it would be for rent, and they would put the units out there from the beginning as for rent or for own as they went along. Mr. Freed stated that was correct. Mr. Violi asked if he was going to try to come up with a plan where he would list them all together and provide the site plan or if he was going to try to sell one at a time. Mr. Knight asked Mr. Violi if he was referring to the phasing of construction or the phasing of sale. Mr. Violi stated the phasing of sale. Mr. Hixenbaugh stated the Council wanted to hear from both Mr. Freed and Mr. Knight, but it made it difficult for the Clerk to keep accurate minutes if they had speakers switching midstream, so they would finish with Mr. Freed and if Mr. Knight had other comments afterwards, he would be able to take the podium at that time. Mr. Freed stated similar to the development they saw down in downtown Mishawaka, during construction it said for leasing and for sale and from the beginning, the units in question would be labeled as available with the date they were planning to be sold. Mr. Violi asked if they were going to have a sign of some type as he did not know if there would be a for sale sign present in front of the units or if it would be on the internet. Mr. Freed stated there would be multiple avenues they could go down where you could list for rent or for sale. Mr. Freed stated they likely would not be listing them on the property, but it would be listed online with multiple different avenues promoting both. Mr. Violi asked if he was set with the financing for the project. Mr. Freed stated they had been in communication with Horizon who was financing the property currently with the C-1 with the building at that time.

Mrs. Hazen asked as far as selling the units if they had a range of pricing. Mr. Freed stated with pricing, they had based it on comps in the area of condos which was hard in Mishawaka, but they were looking at $275,000 to $325,000. Mr. Freed stated that was current value and obviously once the development was completed, those could hopefully change in a favorable position. Mrs. Hazen stated she had been discussing the project with many realtors and mortgage people and the City of Mishawaka was in desperate need of single-family homes for sale that were in the $300,000 range or below. Mrs. Hazen stated with one gentleman she talked to, his firm was in the range of 64 pre-approved buyers ready but there was just nothing out there to purchase. Mrs. Hazen stated she would be very much in favor of this and hopefully he would be able to sell them, and they would be filled with homeowners. Mrs. Hazen stated she thought they had a lot of properties for lease in their city already she assumed in the price ranges Mr. Violi had given her, and she asked what the price range of the leases would be. Mr. Freed stated they would also be based on comps, and he would be looking at new construction. Mr. Freed stated he had seen them listed at upwards of $2,500 to $3,000, which he did not believe would be the case for them as they were looking closer to $1,800 and $2,200 in rent. Mrs. Hazen stated again, she got a lot of information from Mr. Violi, and he was saying the single story were believed to be three-bedroom units with two baths and asked if that was correct. Mr. Freed stated that was the plan to be three-bedroom and two bath and they had been exploring the option of a city road there, which would actually limit the amount of space they would have for the first two units on the north side, so they would have to explore two-bed two baths for those units but the plan would be three-bedroom two baths for all of the units. Mrs. Hazen asked if the road would be city-owned and if they would be responsible for the snow removal amongst other things or if that had not even been figured out yet. Mr. Freed stated he could not commit to the city road or the private drive that evening and that was not something he was able to put together and he apologized. Mrs. Hazen stated she knew that they really had a need for home ownership, and it would be great if he could sell them all.

Ms. Hahn asked if he preferred all of the units to be sold because he previously said that each unit could be sold or it could be rented and if two people showed up and one wanted to rent and one wanted to buy, what would his preference be. Mr. Freed stated as a developer, if you were looking to develop and then were able to sell them hands off and still be in and out as they pleased with an HOA or establishing one for the twenty units, that would be ideal but to sit on twenty units for eight months for example and could not sell them, there would have to be some kind of pivot there in his opinion to another option. Ms. Hahn asked if renting would be the second choice. Mr. Freed stated yes, renting would be the pivot.

Mrs. Voelker stated she knew he had worked very hard on the matter over a long period of time, and she wanted him to know that she appreciated that, and she was sure he had spent a fair amount of money as he was going through the process. Mrs. Voelker asked if he was a realtor. Mr. Freed stated no, he was not a realtor. Mr. Freed asked if he had a realtor that was working with him. Mr. Freed stated he had a couple of friends that were realtors, but they had not determined who they would use to sell. Mrs. Voelker asked if the rezoning was approved and he went into the construction phase if he did plan on using a realtor to market. Mr. Freed stated that was correct. Mrs. Voelker stated she just wanted to make sure for clarification because she was confused as far as the marketing plan was concerned. Mrs. Voelker asked if he needed to lease a unit, who would be responsible for the maintenance. Mr. Freed stated that would fall onto him or they would use a management company. Mrs. Voelker asked if he would then be the property manager. Mr. Freed stated yes, he would manage the property, and he had a few other properties in the area that he managed, one of them being the commercial building that was there which was unoccupied at that time. Mrs. Voelker asked if it would be his plan at some point for the HOA fees to cover maintenance. Mr. Freed stated yes and if they were rentals, the rent would cover the management and if they were selling the units, the HOA fees would cover the maintenance side, similar to the Town and Country Estates.

Mr. Carroll asked if he went with a private drive on this, how he saw the repair, upkeep, and snowplow with the road which was a public-private partnership. Mr. Carroll stated their emergency vehicles had to get there, their trash trucks, and other vehicles of that nature. Mr. Carroll stated they had issues in the past where there were private roads that they did not give access to the city in snowstorms and things like that, because they had HOAs that had gone defunct and other issues such as that. Mr. Carroll asked if they had some that were owned and managed by him and some that were homeowners, how did he see that working. Mr. Freed stated there was just planning that needed to be done and if it was taking the HOA fee and using that as part of the rent and using that just as saying that the renters were part of the HOA or adding a fee onto the rent and lowering the rent to make sure it was all smooth sailing, that would be the best way in his opinion with the research that he had done with the HOA with owners and renters. Mr. Carroll asked if he would have any control over those owners if for example, half of the units were owner occupied and if they simply said they did not want to pay their dues anymore, which has happened in the city, whose ultimate responsibility would it be in that scenario. Mr. Freed stated that it would be his responsibility as well as the HOA's. Mr. Freed stated as the developer, he would have to take care of those things until everything was sold and then the HOA would be responsible. Mr. Carroll asked as long as they were in there, even if they had one unit, he was committing to no matter what the HOA decided to do and who got elected president and whatnot, he was committed to using his own funds to make sure that the road was plowed and taken care of for their city and asked if that was correct. Mr. Freed stated he would be as involved as possible. Mr. Carroll stated to him, going with a public road solved all of the issues and it would be less profit for him and all of that then asked if he did go that route, would he be open to as part of the deed restrictions making sure that the homeowners bared personal responsibility for that even if the HOA went defunct. Mr. Carroll stated the problems they were seeing was with the HOAs, it created a legal issue to where if they walked away, you could not sue anybody and you could not go after them for code violations, because that belonged to the HOA that did not exist. Mr. Carroll stated if it were at all possible for them to record that in the deed that if the HOA did not take care of it, the homeowner would be responsible and asked if that were something he would be willing to look at. Mr. Freed stated he would have to converse with Mr. Knight, but it sounded reasonable if there was a mix of both. Mr. Carroll stated he just wanted to make sure that with the public private partnership, many years down the road, it did not create an issue for safety. Mr. Freed stated he was not committing to either one that evening but he would love to explore the city road as it would be less of a cost to the developer long term, like Mr. Caroll referenced, and it would be more upfront but there were pros and cons both ways.

Mr. Emmons thanked Mr. Freed for all of the work he had done and giving the Council an idea of what he wanted to do and why he wanted to do it and also for meeting with the constituents out there. Mr. Emmons asked if this was rezoned, if he had any interest or desire to sell it to another developer. Mr. Freed stated no, and the plan was to maintain it himself and not sell to another developer.

Mrs. Hazen asked if they did have to rent, if there would be long-term rentals and what the leases would be like. Mr. Freed stated the plan would be long-term and with the other properties he owned at that time, there were long-term tenants. Mrs. Hazen asked if he did a yearly lease usually. Mr. Freed stated yes and also two-year leases if they considered it, but that was not particularly common.

Mr. Mammolenti asked regarding Mr. Emmons' comment and question, wasn't it correct that whatever stipulation passed that evening, that those would stay with the property even if he were to sell to another developer or owner and if that was correct. Mr. Trippel stated that was correct and the commitments would be tied to the property.

Mr. Hixenbaugh asked Mr. Knight with regard to the written commitments that were referenced and discussed and to follow up on Mr. Trippel's answer, if his client was willing to pay for the written commitments to be placed in final form and recorded so that they would run of record along with the title of the property. Mr. Knight stated yes. Mr. Hixenbaugh stated he may have mentioned it in his earlier presentation, but he wanted to make sure that the commitment that was referenced in the staff report which was to limit the building height to 35 feet as opposed to 120 feet was within his understanding that it was reflected in the written commitments provided to the Council. Mr. Hixenbaugh asked if he believed that that commitment that was requested by the Planning staff was also incorporated in the document dated June 2, 2025, that they had been provided. Mr. Knight stated if it was not, it would be, and they anticipated agreeing with it. Mr. Knight stated he believed that it was included in the staff recommendation, and they had no problem with it. Mr. Hixenbaugh thanked Mr. Knight for being patient with him as he tried to keep them on track procedurally.

Mrs. Hazen asked what the timeframe would be for this to come to fruition. Mr. Freed stated the original plan was to start within the first year, which was three years ago, and now he did not get any commitments from contractors or anybody since and it was still kind of unknown, but it would likely be in the middle of 2025 to break ground completely and in 2027 to 2028 would be the time of completion.

Malcolm Cabello, 123 Greenwood Court, spoke in favor of **PROPOSED ORDINANCE NO. 2025-10**. Mr. Cabello stated he recognized that his fellow Town and Country Estate residents would not like it, but he was going to speak about how he felt ever since he learned about the plans. Mr. Cabello stated he watched the recording from the prior meeting on YouTube and even after watching that and after meeting with Mr. Freed a couple of times, he was in favor of the plans and thought there were some good points made. Mr. Cabello stated one of those points being the alternatives to the housing project and he thought one of the council members mentioned that it could potentially be a vape shop or an add-on to the car dealership, for example. Mr. Cabello stated he believed this would be the best use of the land and he knew there were concerns about them potentially becoming rentals but as Councilwoman Hazen mentioned, there was a big need for housing in the Mishawaka area and he did not think everyone wanted to live in the suburbs on the edge of town and there were a good amount of people who wanted to live in condos like in their neighborhood and he found that townhomes in their neighborhood sold quickly. Mr. Cabello stated he would be surprised if all of the twenty units did not all become owner occupied. Mr. Cabello stated Mr. Freed would fill them with homeowners as he wished and that would be the reality even though that was his guess and he did not know that for sure. Mr. Cabello stated he heard that the homes Mr. Freed owned had been rented by people long-term and he felt good about that, and he knew Mr. Freed lived close by to the proposed project and he is not an out-of-state suitor trying to just rack up a bunch of properties to make a profit Mr. Cabello stated he got the sense that he wanted to develop the community and build up more and he knew a lot of people did not like to hear the word density, but he personally liked that. Mr. Cabello stated he was very much in favor of the new development and being someone who was similar in age to Mr. Freed, he could sympathize with him being younger and he wanted to see younger people be given an opportunity like this. Mr. Cabello asked everyone involved to give Mr. Freed a chance. Mr. Cabello stated he lived on the last cul-de-sac on Northwood Drive and he recognized that his area would be the least affected by the project but that said, he lived very close to Remington Court, and they never had any issues with that apartment complex, and it was considerably more units than what was being proposed that evening. Mr. Cabello stated he spoke on behalf of everyone else on his cul-de-sac that they did not have an issue with more rentals or owner-occupied units being built nearby.

Ms. Hahn thanked Mr. Cabello for coming out to the meeting that evening and following along with what was going on in his neighborhood and being involved and talking to his neighbors and being brave enough to come before the Council that evening maybe not with the popular opinion among the rest of the neighborhood, but to take time out of his scheduled to be involved in the proceedings. Mr. Cabello thanked Ms. Hahn for her comments and also thanked Mr. Freed for being so available to answer a lot of questions because he did have some concerns and after speaking with him, he felt even better about it than he did from the beginning even though he was already on board with it.

Terry Lang, Wightman Company, spoke in favor of **PROPOSED ORDINANCE NO. 2025-10**. Mr. Lang stated he had been working with Mr. Freed for the last three years trying to get the project put together and he would answer questions the Council had with regard to the site plan itself, but personally with regard to what Councilwoman Hazen was discussing, he had inherited a house a couple of years ago and decided to put it on the market last weekend. Mr. Lang stated it had been on the market for six hours and he had three hundred views and twelve couples came through the house in just a short time. Mr. Lang stated there was drastically a need for housing in the City of Mishawaka and he believed Mr. Freed's development would be something that would be a benefit to satisfy some of that need as a local resident and owning the project and being a part of it, it was not like you were working with a developer putting in five hundred apartments and they were located in California some place with a property manager on site. Mr. Lang stated he just wanted to share his experience with what he had seen in the City of Mishawaka and that was just in the short time that it was online. Mr. Lang stated he advertised it himself through Zillow and a huge number of people responded and a dozen couples came out and at that time, he was trying to pick who he wanted to sell it to so it was a good problem to have, but it was a problem that Mishawaka was facing. Mr. Lang stated he would answer any questions the Council had.

Rick Long, 113 W Leyte Avenue Mishawaka, IN, spoke in opposition to **PROPOSED ORDINANCE NO. 2025-10**. Mr. Long stated his main reason for being opposed was the traffic concerns with it as they already had a car dealership on McKinley and the cars would be unloaded on Schumacher and the trucks would park on the road to unload the cars and it would happen a few times a week. Mr. Long stated they also had the pallet factory and he believed some other industrial over there that he did not exactly know what they were, but there was semis there in the road all the time and he had seen people sleeping in their semis waiting for the factories to open and they would park right where the entrance to the development was going to be. Mr. Long stated it concerned him with children crossing with those semis right there in the neighborhood and whatnot. Mr. Long stated semis would come down their street even though there was a sign that said no trucks, but they still came down their street all the time. Mr. Long stated they were having problems with semis coming down their street now and he believed if the new development passed, it would become worse. Mr. Long stated there would be maybe 40 more cars in the neighborhood with the incoming residents. Mr. Long stated the semi used Leyte to get back to McKinley or Main Street because that was the direction they were facing already since they turned in off of McKinley, causing the light that is located at Leyte and Main Street to become backed up. Mr. Long stated the light was terribly slow at Leyte and it was not unusual to see a semi there followed by numerous cars sometimes. Mr. Long stated he believed the road would become even more backed up if there would only be one entrance into the complex, but they could change the light at Leyte to make everything move quicker but then you would have more stoppage on Main Street and that would adversely affect the traffic going north to the restaurants and shopping centers. Mr. Long stated if you were going down Schumacher and you wanted to turn east onto McKinley; you had to pull out sometimes too far into the intersection and it was not safe. Mr. Long stated if this went through, a turn lane could be put in there, but it seemed dangerous with people who were going to come out of that complex there and turning. Mr. Long stated if it remained like this, there would be a lot of traffic backed up on Leyte and if they re-timed the light, people would realize it would be faster to go that way but there would still be traffic problems, and he saw it as a no-win situation with the traffic. Mr. Long stated he had family in Mishawaka forever and they had always been there, and he lived in and out of Mishawaka for most of his life. Mr. Long stated he had moved into the Town and Country Estates in 2019, and he was happy with the convenience of being close to restaurants, shopping, and everything and he and his wife did not have to go too far. Mr. Long stated he felt that this proposal would take away the nice, quiet aspect of their neighborhood and it made him sad.

Mr. Banicki asked if they did not make that area housing, what would be acceptable on that piece of property. Mr. Long stated he did not know, and he knew the land was not going to stay the way it was, but a couple of houses back there would be fine, a city park would be nice as there was no real place for kids to play in that area without crossing one of the major streets. Mr. Banicki stated the city was going to be spending millions of dollars on Normain Park, so that was going to be a beautiful park. Mr. Banicki stated it sounded like some of the traffic concerns needed to be reported to the city for enforcement and it did not sound like the development would be the issue and it sounded like he had an issue with semi traffic and that was where it needed to be reported to the city. Mr. Long stated it was not all about semi traffic, but he was correct. Mr. Long stated the traffic concerns would not get any better because of the development and it would be at least twofold with all of the extra traffic coming through. Mr. Banicki asked if he noticed different amounts of traffic during different times of the day as during peak times it could be tough, but after 6PM, he drove in that area all the time and it was just not as congested as during the day and asked if he agreed with that. Mr. Long stated he agreed with that, and he thought anywhere later in the day had been that way. Mr. Banicki stated there were peak times during the day where would be some problems, but they had that now and with city streets, it was hard to control people cutting through and they knew that people ran that stop sign quite often and they did have some enforcement occur there. Mr. Banicki stated there were just five houses built on five smaller lots in his neighborhood, which was right across the street from Mr. Long's neighborhood, and the house sold very quickly and there was that huge need for housing in the community. Mr. Banicki stated the reality was that while it may have seemed like a lot, the proposed area was fairly large for 20 units. Mr. Long stated he disagreed with that and the 2.8 acres in question seemed like a small area for the development, especially since it was landlocked on three sides so there was only one way in and out of there currently.

Mr. Mammolenti stated looking at some diagrams, he assumed that the semis had to back into the docks, so they were perpendicular to Schumacher and asked if that was correct.

Mr. Long stated no, and he was not necessarily talking about the semis pulling in but generally you saw the trucks parked on Schumacher just on the street. Mr. Mammolenti asked if the trucks were getting unloaded and loaded while they remained on Schumacher. Mr. Long stated yes, he had seen it, and he was not saying all of them did, but some of them pulled up to the overhead door, but it was not unusual to see one on the street getting loaded with a forklift. Mr. Mammolenti seconded Mr. Banicki's comment and stated he should address some of the traffic concerns with the City Traffic Department.

Mr. Violi stated he lived on Homer Avenue, so he was not particularly in that district, but he was pretty close to their neighborhood, and he appreciated everything that Mr. Long and all of the residents had said. Mr. Violi stated the traffic was not going to be flowing all at once with people going to work and whatnot with the new development, but what he was really afraid of was if nothing was done to the area and instead of putting residential there, commercial was left there and a little mini mall shopping center with a Subway, for example would be put there and that could be done without coming to the Council for permission. Mr. Violi stated he was concerned that if they just kept the area as was, then they were really going to have a traffic issue in his opinion and was genuinely worried about what would happen if they had a commercial retail type of establishment where they may be a lot of cars going in and out whereas if this were to become a family unit with people who go to work during the day or retired individuals living there, he did not know if there would be severe traffic flow that Mr. Long was worried about. Mr. Violi stated he did not know that the problem with the trucks existed in the area, and he agreed with Mr. Mammolenti and Mr. Banicki in saying that the city should look at that particular issue. Mr. Violi appreciated him bringing that to his attention. Mr. Long stated he did not mention the issue of sale versus rental, which they definitely preferred home ownership, but he just wanted to speak on the issue of traffic and not everything. Mr. Violi stated he appreciated Mr. Long's comments, because to him it had always been a question of rental and ownership, and he never really thought about the traffic aspect of the proposal but where the real traffic issue would be is if it was not going to be a residential area other than staying the way it was now, which was not going to happen and it would not just stay a wooded lot forever.

Paul Kelly, 2705 Northwood Drive, spoke in opposition to **PROPOSED ORDINANCE NO. 2025-10**. Mr. Kelly stated he moved to Mishawaka from Massachusetts 13 years ago and he liked to call himself a proud Hoosier. Mr. Kelly stated in Massachusetts he was a realtor for several years and he had a couple of concerns that upset him. Mr. Kelly stated in the Town of Country Estates, there were 58 structures and 108 units and only one of the 108 units had children because of how small they were as his unit was 800 square feet. Mr. Kelly stated there was one recently sold on Leyte Street that was 720 square feet, and no families could live there. Mr. Kelly stated his concern was safety as half of the units were occupied by single elderly women and as he looked at the project, from McKinley which was just south of where the proposed development was up to the north of Northwood Drive was about 7/10 of a mile and from Main Street to Grape Road was 7/10 of a mile, so it was not a very big area and as had been discussed, there were no parks and there would be a lot of junk in between. Mr. Kelly stated the kids were going to have to cross dangerous streets and they had wonderful people from Schumacher who walked over to his neighborhood because they lived on a quiet, dead-end street and they had a lot of dogs that came through and he did not think it would be safe with the new development. Mr. Kelly stated safety was his main concern and he loved Mishawaka and the parks were incredible and he loved this down and Mayor Wood and all of those involved had done a great job but this was just not a place where Mishawaka needed it's next family neighborhood as it did not fit, it was risky and it was not worth it in his opinion. Mr. Kelly stated he knew a lot of real estate developers and he did not have anything against development, but he just thought this was just trying to take a square peg and put it into a round hole. Mr. Kelly stated he knew Mishawaka needed some more units, but they had to have some space that was better than this one.

Ellen Bystrom, 153 West Leyte Avenue, spoke in opposition to **PROPOSED ORDINANCE NO. 2025-10**. Mrs. Bystrom stated her property would be directly adjacent to the property that would be developed. Mrs. Bystrom stated she had major concerns throughout from the very beginning and acknowledged that Mr. Freed and his team had come up with answers to some of the concerns they had. Mrs. Bystrom stated she recognized that they had conceded to put only one story on the north side, which would be adjacent to their property and a few other things but in general, she did not think the 2.8 acres in question was large enough to accommodate 20 units and the comings and goings of those families. Mrs. Bystrom stated it was landlocked and that was why, as a commercial property, no one had bitten on it. Mrs. Bystrom stated having upwards of over 40 vehicles that came in, this would add a lot of additional traffic on. Mrs. Bystrom stated she noticed there were no fire hydrants on Schumacher Drive and if they were going to put in 20 residential units, she did not know how that would work if it was a city road, would they then also have to run the lines for the fire hydrants on the city road and if it was a private drive, did they have to provide that coverage a different way. Mrs. Bystrom stated she thought it was very congested and if you were marketing to three-bedroom units, you were marketing to families, and his grandson was one of the children mentioned that lived in the neighborhood and he had very limited space to play even though he could ride his bike down Leyte around the corner to Schumacher on the sidewalk. Mrs. Bystrom stated there were a couple of small children in the neighborhood that she had seen and they had the elderly who were out walking or people walking their dogs and all of that additional traffic in and out of a single space was a concern to her. Mrs. Bystrom stated you would have a very congested area, and individuals would continue to blow past the stop sign as that still went on currently. Mrs. Bystrom stated she wanted to know what the developers would do to be able to work with the city to make the intersection safer with that many more units and that many more people there. Mrs. Bystrom stated several of them in Town and Country Estates individually had tried to contact the Traffic Department about flashing stop signs or speed bumps or things of that nature and with the individual calls, they would essentially just say that they could not do that, so maybe the developer could have better input. Mrs. Bystrom stated in reading through the covenants, she knew they did say that they would put a privacy fence behind their properties up to where the retention pond was and at one point, they said they would fence the retention pond as well, but the covenants only said the privacy fence would go to the retention pond. Mrs. Bystrom stated there was nothing in there about keeping the retention pond fenced so it would be safer for the community.

Kim Bergon, 2725 Northwood Drive, spoke in opposition to **PROPOSED ORDINANCE NO. 2025-10**. Mrs. Bergon stated she had a problem with the amount of units that would be going in and the possibility of rental. Mrs. Bergon stated there were 2.8 acres and she was not sure on what acreages they would be reserving for retention, but that would take away the acreage so you would be packing in that many more people in a smaller area than a full 2.8 acres, not to mention the cul-de-sac turnaround where they were planning on putting the dumpster at the end of the cul-de-sac. Mr. Bergon stated in Mr. Freed's presentation and comments, he had no plan for a realtor but yet he said that he could sell them even though he had not come forth with any positive plan or intention of selling because if that were the case, in her opinion, they would have a realtor trying to market to sell them. Mrs. Bergon stated if you truly had ambition or intention to sell, would you not already have that as part of your plans. Mrs. Bergon stated he said he was not planning on putting a sign on site showing they would be for sale and not everybody was going to specifically look to purchase an entry level home online and there were still older people that may want a home that was in an association that were not necessarily internet savvy. Mrs. Bergon stated if he truly was wanting to sell them, maybe in those definite plans he could have a contract with a realtor to market those for sale rather than for sale or for lease. Mrs. Bergon stated there were multiple questions that evening brought to Mr. Freed's attention where he could not give a definitive answer yet. Mr. Bergon stated this had been in the works for several years and she imagined if you were planning on putting millions of dollars forth then you would have a stronger plan and know more of what you wanted to do. Mrs. Bergon stated she thought he did not want to sell them and wanted to hold on to them for rental because that was long-term rental income and anyone who had rentals knew if you had good rental income then it was residual which was a good thing and building it and then selling it was not a residual income.

Dana Wilson, 118 Woodland Court, spoke in opposition to **PROPOSED ORDINIANCE NO. 2025-10**. Mrs. Wilson stated her concern was how the development could affect their property taxes. Mrs. Wilson stated if they were looking at selling the units for $275,000 plus, what would that do to Town and Country's property taxes. Mrs. Wilson stated hers had already tripled since she first bought her residence because the value kept going up, which was great, but she wanted to know how much more they were going to go up. Mrs. Wilson stated she was also concerned about the added traffic and if these would be built with gas lines there and if those would be available to Town and Country Estates.

Albert Nagy, 130 West Leyte Avenue, spoke in opposition to **PROPOSED ORDINANCE NO. 2025-10.** Mr. Nagy stated the traffic problem was a concern of his with turning east off of Schumacher on to McKinley and the car dealership there had their vehicles so far up front that you had to get into the lane almost before you could turn left as you could not see that turn safely. Mr. Nagy stated he had lived in Town and Country for 18 years and when he first bought into it, it was advertised as a senior community more than anything and he thought with the increase in traffic and things that were mentioned earlier, he was concerned with having young people come in and families and he was not sure how everyone would mix. Mr. Nagy stated he was not saying it couldn't work but there would be different values as far as ages were concerned and they were more into a peaceful, quiet community which it pretty much had been. Mr. Mr. Nagy stated building all of the units into the 2.8 acres would be a change from the current structure of the neighborhood and he did not see how there could be any continuation of having openness and space between the homes with everybody piled up on top of each other. Mr. Nagy stated it would be a total drastic change for the area.

Mrs. Voelker stated with the issue regarding turning left onto McKinley he brought up a couple of times, if the car dealership was visually obstructing people's ability to turn, they should probably talk to the car dealership to see if an adjustment could be made so that it could be safer. Mrs. Voelker asked if it would be acceptable to have a right turn only onto McKinley since turning left was so difficult. Mr. Nagy stated the traffic would then increase on Leyte if they could not turn left. Mrs. Voelker stated she was just curious what his feelings on that were. Mr. Nagy stated he was an older gentleman, and he liked peace and quiet in the neighborhood and he realized time went on, but it was a shame. Mr. Nagy stated he moved in there for the quiet neighborhood, and it had been peaceful and had good people there. Mrs. Voelker stated the people coming in could be nice people too with them being pretty new places. Mr. Nagy stated it would change the whole dynamic of the area there and he thought it would be a lot of units coming in.

Carrie Roberts, 145 West Leyte Avenue, spoke in opposition to **PROPOSED ORDINANCE NO. 2025-10**. Mrs. Roberts stated she was concerned with the retention pond and if it was going to be stagnant water sitting there or if there would be a fountain there similar to other apartment complexes to make it more desirable. Mrs. Roberts stated she was worried about the smell, the mosquitoes, and a pond of just stagnant water sitting there.

Mr. Mammolenti asked a question regarding the staff report documents as it stated that the property was Penn-Harris Madison and not School City of Mishawaka and if that was correct. Mr. Hixenbaugh stated he would have thought it would be School City of Mishawaka as well. Dixie Mason stated it was Penn-Harris Madison. Mr. Hixenbaugh stated that made sense with regard to how the attendance district bounced back and forth into the apartments and up and down Grape Road.

Mr. Banicki stated this had been an ongoing issue for a couple of years and the question became they had someone who owned the property, and they had the right to do, within reason, with the property what they thought was best. Mr. Banicki stated there was no doubt that there was definitely a shortage of houses in Mishawaka and Mr. Freed's price points he was talking about seemed to be right on the spot. Mr. Banicki stated when they looked at some of the apartments downtown with some of the newer folks, they did not worry about it and they would rather go on trips to the zoo or things like that rather than cutting their grass or working on their yard all day, so the world had changed and kids tend sit and play on their tablets rather than going out and playing like they used to. Mr.

Banicki stated he did not know if there would be that much of a change in traffic, maybe a little bit but with everybody now that was driving up and down there and people that cut through, it was almost like how people were concerned with speed limits on Grape Road a couple of years ago and people were concerned because it was increased a few miles an hour. Mr. Banicki stated the reality was that there were just certain times where that traffic was regulated and during Christmas time, for example you would not be going more than a couple of miles an hour at the most. Mr. Banicki stated it was the same with some of the traffic and it if took longer to turn, then it was what it was, and he did not think the traffic was there day and night as he lived in the neighborhood himself and he drove through that neighborhood. Mr. Banicki stated he knew there was concern there, but he believed the biggest fear among the residents was change and he did think it would be a change for the better. Mr. Banicki stated with property values, everyone worried about their property taxes until they went to sell and then they wanted the most for their property, so it was the weight of justice that the Council had to figure out and what was best, and, for those reasons, he would be supporting it that evening.

Mr. Emmons thanked all of the constituents from that area for coming out that evening and voicing their opinions. Mr. Emmons stated this had been going on for two years and people kept coming back every time it came to the Council, and he liked to hear the voices of the constituents. Mr. Emmons stated he always voted for the constituents of the area as far as whether most people were for or against something and for them to come out for two years and voice their opinions against the development showed that they were passionate about it. Mr. Emmons stated he had nothing against Mr. Freed, but he also recognized that it was their community too and their presence showed that they did not want the development in their neighborhood. Mr. Emmons stated it was not against the person; it was against the development. Mr. Emmons stated he was sure Mr. Freed had a good plan, but it was nothing they wanted in their area, and he was brought up by his father saying you listen to your constituents, and it was about what they wanted. Mr. Emmons stated he was having trouble saying he would vote in favor of something that nobody in the area wanted, so he would be voting no. Mr. Emmons thanked the residents for showing up and voicing their opinion and he hoped they continued to do that on any item that came up and their voice counted.

Mr. Violi stated this was his district and back in the fall of 2024, he was sitting at the airport picking up some friends and Mr. Freed reached out to him saying he was going to bring this back before the Council and he asked if he had made some changes from the last time it was voted down and he said they made them before the vote and he told him if nothing had been changed, there was no reason to bother bringing it back before the Council. Mr. Violi stated he suggested that Mr. Freed reach out to the same people that were against the proposal before, the HOA people, and the neighborhood people, and he believed he did. Mr. Violi stated it sounded like he did because he talked to a few people about the whole issue and when Mr. Hixenbaugh, Ms. Hahn, and himself met with the developer and Mr. Freed, he kept hearing things like being a good neighbor and it sounded like as the talks began, he sensed there was a lot of good open-mindedness between all parties. Mr. Violi stated he agreed with Mr. Emmons that it was great to come out and speak up against it and knew people were for it as well, but he wished there were people in the middle who weren't necessarily against it and were going to be okay with it, speak before the Council. Mr. Violi stated he called five people who lived in that area the weekend before because he wanted to talk to people he knew and one person called him first who was against it, which was fine, and he gave his reasons for that and the other four people that he spoke to, two of them had no problem with it and they were not present that evening and a couple other residents made it clear that they were not going to object with it, that they were okay with it and would live with it. Mr. Violi stated he respected the opinion of those who were against it, but it would have been good to hear from the people who were not against it. Mr. Violi stated with the discussions that he listened in on and from where it had gone from the beginning to that evening, he felt that there was not a consensus in the neighborhood and the HOAs, so it was now up to the Council to decipher what to do. Mr. Violi stated he appreciated everyone's opinion, but it was hard for them too and he hoped there would be no hard grudges regardless of however the voting went, because at the end of the day they were left to decide really what that area wanted. Mr. Violi stated he thought that there was a silent majority that was not going to speak up for it or against it.

Mr. Caroll stated he wanted to shift back to his concerns and some of it was to Mr. Freed and some of it was to fellow council members and the city in general. Mr. Carroll stated dealing with the issue with private roads a lot, the people who were not present to speak that evening were the ones who would occupy the units if they went through. Mr. Carroll stated the biggest concerns he got were that people who lived on private streets paid the same taxes as everybody else, but they did not get the same city services. Mr. Carroll stated they did not have leaf removal. Christmas tree removal, or snow removal and these could be expensive contracts, especially in smaller developments and smaller HOAs and with the legal issues, it could be problematic going forward. Mr. Carroll stated he had concerns about safety issues on private streets and whether their police and fire had access in emergency situations, disasters, and those types of things when the city was not responsible for keeping that road free, clear, and open for those services. Mr. Carroll stated road replacement could be expensive as they were talking about at least five figures for it and that required a lot of planning ahead for those entities that owned it. Mr. Carroll stated there was also an administrative burden and he had a number of HOAs and just having people who were willing to sit down and do these things and meet the legal requirements and have to deal with the ins and outs that they dealt with as a city and caused them headaches, it was a lot harder the smaller you got to that. Mr. Carroll stated those were certainly concerns he had. Mr. Carroll stated he had a good conversation with Mr. Prince that day about some of the concerns, so he felt good after that call, and he spoke directly with Mr. Freed and appreciated his commitments to maintaining the roads as long as he had any share of ownership in that and that was very important. Mr. Carroll stated it sounded like he was interested, if possible, in having the homeowners bear the responsibility for maintenance by covenant so they did not have this 'whose baby was it' kind of situation. Mr. Caroll stated as for the city going forward with the bigger picture, he would be interested in finding some solution to this so going forward they did not have multiple private roads going through that could potentially cause problems for this public private partnership later on. Mr. Caroll stated he thought his concerns had been satisfied and he would be supporting this but with heavy reservations and hoping that if this did go through as a good neighbor that he would honor that and make sure that this did not create an issue for future residents in the city.

Ms. Hahn stated she wanted to echo what Mr. Emmons said and although she represented the whole city at large, she did live in the first district, which was home to a tight-knight community the West End much like the Town and Country Estates and when things changed in the neighborhood, people tended to get a little nervous even when they were starting to improve Rose Park, there was some trepidation there. Ms. Hahn stated Mr. Banicki mentioned too that sometimes it was just the thought of change and the unknown of what was going to happen, but she appreciated the developer working so closely with the HOA and the board. Ms. Hahn stated that was something in her short time on the Council that she had never seen, which was very impressive to host the meetings to make changes to his plans and to also have all of the people continue to come out before she was even on the Council for the last several years. Ms. Hahn stated that was their right and they did listen to them, and she liked seeing it and some of the concerns were not things she had originally thought of, so she wanted to thank them for coming out. Ms. Hahn stated she understood them wanting to protect their neighborhood and the trepidation with change of things that could come, but she would be supporting this.

Mr. Mammolenti thanked Mr. Freed and the folks that showed up that evening, not only for just that evening but for the constant communication and concerns they brought to their attention. Mr. Mammolenti stated more importantly, he thought it was good for them to see that they had met and tried to come up with a solution that fit for all. Mr. Mammolenti stated he knew with Mr. Freed he had mentioned his ideal plan would be to sell them all, but there would be some chances where he may have to rent them to kind of help fund some of that project and just because they started out as a rental, did not mean that they had to stay as a rental and you could sell that unit as well. Mr. Mammolenti stated as they had explained, it was a difficult decision and what he tended to do in situations like that was he asked himself what he would like to see done if he lived there if this was in his backyard. Mr. Mammolenti stated he understood some of their questions and concerns and he thought they were all valid but for him, he thought if he were to live there, what would scare him more than the traffic and the change in demographics would be what could go there and the way that it was zoned currently, the Council would have zero control and the residents would not have a voice in the matter. Mr. Mammolenti stated, based on the fear of the unknown, he believed to Mrs. Hazen's point that the city was in dire need of family-owned properties, so with all of those being said he would be voting in favor of it that evening.

Mrs. Hazen stated this had been a really hard decision but she would be voting in favor for it that evening but she wanted to tell each and every person in the neighborhood that as this came about, they could reach out to any person on the Council and come to them with concerns or with things that were not going on. Mrs. Hazen stated all of their numbers were listed on the website and they were more than welcome to call, and they would help in any way they could, and they were happy to help in the process.

Mr. Hixenbaugh stated they heard from a couple residents with regard to the retention pond and he wanted to focus on that initially and his understanding from attending some of the meetings was that Mr. Freed was committed to not just fencing the perimeter to provide a buffer between himself and the properties to the north but that there would also be interior fencing around the retention pond itself and asked if he was correct on that. Mr. Knight provided a picture of the fencing and what it would look like. Mr. Hixenbaugh asked for the record if Mr. Knight agreed with him that there would in fact be a privacy fence on the perimeter of the property up to the woods in the far northeast corner and then there would also be interior fencing surrounding the retention pond. Mr. Knight stated yes sir. Mr. Hixenbaugh stated with regard to the question about standing water, none of them would want to have a bunch of standing water next to their house and asked if it was Mr. Freed's intent to comply with all the city ordinances and local health codes and whatnot so that the retention pond did not become a mosquito infested swamp that folks in the neighborhood had to put up with. Mr. Knight stated yes and if he would like more clarification, Terry Lang could address it. Mr. Knight stated with retention ponds, the amount of water fluctuated but he did not believe it was intended to have receding water. Mr. Hixenbaugh stated that was his understanding as well that a retention pond anticipated that there would be some receding of the water into the groundwater so that it would not be a concrete based lake and it would be a place to capture runoff from the surrounding real estate that then would filter down into the Earth and asked if that was his understanding as well. Mr. Knight stated that was his understanding. Mr. Hixenbaugh stated with regard to traffic, as they heard a lot about that that evening and it was a justifiable concern in his opinion, there was a question posed rhetorically with respect to whether Mr. Freed would be willing to cooperate with the neighborhood to the extent that they would advocate for the city to address traffic concerns in the area and asked if he was willing to commit to that that evening. Mr. Knight stated yes and every opportunity to address safety and be a good neighbor was what they were looking for.

Mr. Violi asked if they would have Nipsco and Mishawaka Utilities or if Nipsco was not available in that area because he believed somebody said that they would like to see how they could get Nipsco if it was possible. Mr. Freed stated originally the plan was to have Nipsco as it looked like there was electrical running there and then he saw a gas line that was on McKinley, so looking into the extension of those utilities was a question mark but they were just trying initially to get everything rezone. Mr. Freed stated whether the utilities were going to be electric, or gas was up in the air.

Mr. Mammolenti stated he believed Mr. Freed had mentioned that he had two realtors and he was just further out in the project than he anticipated and asked if he did have two in mind and if he planned to move forward as the project got closer and if he could confirm that. Mr. Freed stated that was correct and they were two to three years out from starting the development and from that point, to give him a name or names at that point would be unrealistic.

Mr. Knight thanked the Council and thanked all of the Town and Country residents for their comments that evening and they appreciated the Council's consideration.

Mr. Hixenbaugh stated they appreciated everyone's attendance that evening and the way they advocated for their neighborhood, and it did make a difference. Mr. Hixenbaugh stated for him, whenever they had issues such as these where there was significant concern on the part of the neighborhood, he tended to look at a couple of different factors with the first being whether they had listened to the concerns of the neighborhood and what the fair outcome for that particular neighborhood that was so close to the proposed development was. Mr. Hixenbaugh stated that evening, they convinced him and he suspected his colleagues as well that there was a general traffic concern in their area and there was something that needed to be addressed and they did not have the ability to fix it, nor did Mr. Freed, but he was confident that based upon what they heard from them on two separate occasions that he believed they got the attention of city government and he could not promise them a particular outcome, but he could promise them that the Council would work with the Administration to see what could be done through the Police Department, through the Engineering Department, and through the Traffic Department whatever could be done to address the traffic and he was confident that they would. Mr. Hixenbaugh stated he also thought it was important for them to be fair to the developers that came before them because all of them had a desire and a right to be able to make use of their property and he echoed the gratitude to Mr. Freed for his willingness to listen and to make some adjustments and even concessions to his proposal as he had gone forward. Mr. Hixenbaugh stated this was much different in his opinion than it was the first time around and that the move to having individual lots rather than one comprehensive rental business plan was incredibly significant, so he appreciated Mr. Freed listening and making those changes. Mr. Hixenbaugh stated but again, he thought everybody whether they owned a residence or whether they owned a commercial property had some right to be able to develop it. Mr. Hixenbaugh stated he started thinking back to when the matter was last in front of them and at that time, he voted against it but he went back and checked the minutes and at that time he said at some point, this gentleman had a right to develop his property and he thought that he had made a significant improvement in what he had proposed. Mr. Hixenbaugh stated another thing they had to always keep in mind was what was fair to the community, and it was important to the individual neighborhood what went on there, but there was some interest that everybody who lived in Mishawaka had in making sure that they were doing the right thing with regard to development. Mr. Hixenbaugh stated his role as somebody who was a Councilman At Large, as referenced by Ms. Hahn, was to represent not just their neighborhood but the entire community. Mr. Hixenbaugh stated he agreed with the comments made by Mrs. Hazen and others that they had an affordable housing problem in Mishawaka, and they needed to be open to developing not just this lot, but all similarly situated lots within the City of Mishawaka. Mr. Hixenbaugh stated the right common sense development was good for Mishawaka, and it allowed them not only to support the city, not only to help stabilize the tax rate, but it was good for the school corporations whether it was Penn-Harris Madison or School City to be able to have new housing where families could move into the school corporations was important. Mr. Hixenbaugh stated the other thing was this property had been vacant for just about 40 years, and he knew that because his mom lived on West Leyte when he was in high school and even when it was the Pizza Hut delivery place that he also remembered, like Mr. Violi, and it was still primarily a wooded lot. Mr. Hixenbaugh stated it was a very legitimate and understandable perspective to want to keep that lot and maintain it, but where he struggled with it was that it came at the expense of someone else to maintain that idyllic country-like atmosphere and it had been vacant for quite some time. Mr. Hixenbaugh stated as an attorney, and based upon the oath of office they took, he always looked at the legal considerations involved and with the staff report, he agreed had memorialized that the petition beat the legal standards both in terms of consistency with their comprehensive plan whether this was the highest and best use because this was a proposal to have the property reflect the same zoning as the property to the north of it and that this was going to be a responsible development and growth not only for the neighborhood but for the community as a whole. Mr. Hixenbaugh stated he appreciated the comments everyone had made and the passion they brought to the issue and the fact they advocated for their neighborhood but based upon those factors and in particular based upon what Indiana law obligated them under their oath to consider, he would also be voting in favor of the matter that evening.

Question was called for at 7:49PM for **PROPOSED ORDINANCE NO. 2025-10 Motion passed by unanimous roll call vote (summary: Yes = 8, No = 1).**
Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Banicki, Ms. Hahn, Mr. Mammolenti, Mr. Violi, Mr. Hixenbaugh.
No: Mr. Emmons. The proposed ordinance passed 8-1, thus it became **ORDINANCE NO. 5933**.

PROPOSED ORDINANCE NO. 2025-11

AN ORDINANCE AMENDING CHAPTER 137, OF THE MUNICIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA, AS FROM TIME TO TIME AMENDED, COMMONLY KNOWN AS THE "ZONING ORDINANCE OF 1966" OF THE CITY OF MISHAWAKA, INDIANA.
Rezone from C-1 General Commercial to R-1 Single Family Residential for an Existing House – 115 Virginia St.

Mr. Mammolenti reported the Land Use Planning Committee recommended this proposed ordinance should be adopted. Upon a second by Mr. Banicki, the motion carried.

Denia Hester, 52324 Prescott Avenue South Bend, IN, spoke in favor of **PROPOSED ORDINANCE NO. 2025-11**. Mrs. Hester stated she was representing the company who purchased the property and were asking for it to be rezoned from C-1 to R-1 for an existing home.

Mrs. Voelker asked if the financing company was asking for the rezoning and if that was the reason they wanted to have it rezoned from commercial to residential. Mrs. Hester stated that was partly why they were asking for it to be rezoned and they needed it so they could be able to go forward with them because they used their money and had a little bit more flexibility than the traditional homeowner who was looking for financing but they wanted to be able to help homeowners avoid any hurdles they may come against so they wanted to go ahead and do that prep work and make it a lot easier for any homeowner wanting to get into a new home.

Mr. Banicki asked if this would be owner occupied or a rental. Mrs. Hester stated they would be selling it to be owner occupied.

Mrs. Hazen stated she wanted to stop by as she saw them working on it all the time and she lived close to the house, and she was delighted they were going to sell it and make it owner occupied. Mrs. Hazen stated she was really excited about it and thanked her for her work.

Question was called for at 7:53PM for **PROPOSED ORDINANCE NO. 2025-11 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 proposed ordinance passed 9-0, thus it became **ORDINANCE NO. 5934**.

PROPOSED ORDINANCE NO. 2025-12

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA AUTHORIZING SPECIAL UTILITY SERVICE AGREEMENTS FOR ECONOMIC DEVELOPMENT AND CUSTOMIZED UTILITY NEEDS (Postponement requested)

The chair entertained a motion to postpone second reading and public hearing on **PROPOSED ORDINANCE NO. 2025-12** until their regularly scheduled council meeting on June 16, 2025. Mr. Banicki moved the motion and with a second from Mr. Mammolenti, a voice vote was held on the motion. The motion passed unanimously, and the matter was postponed.

PRIVILEGE OF THE FLOOR

Andy Rutten, 55304 Cedar Trail, spoke under **PRIVILEGE OF THE FLOOR**. Mr. Rutten stated he was recently elected as a new council member for St. Joseph County, and he represented Osceola and the eastern part of Mishawaka. Mr. Rutten stated he had not been in the Council Chambers yet and he wanted to come in and introduce himself. Mr. Rutten stated he did not have any pressing concerns at that time, but he wanted to say he thought Mishawaka was doing well and was in a good fiscal position moving forward now that Indiana had approved the property tax cut. Mr. Rutten stated in their community the number one issue being discussed was the sharp increase in property taxes and the seniors were particularly affected by that. Mr. Rutten stated Indiana revised tax law that changed how local government entities could levy taxes and now was a good time to revisit spending strategy to find ways to improve efficiency and realign focus to help voters. Mr. Rutten stated one example on how to do this was how the state and federal governments both eliminated the dubious DEI programs. Mr. Rutten stated hopefully spending cuts would not affect core services as they still needed to keep their neighborhoods safe and roads in good condition. Mr. Rutten stated with the County and the City of Mishawaka, they would cooperate and make sure all of their local governments could serve their community well.

Mr. Hixenbaugh appreciated Councilman Rutten being there that evening and he too was in favor of both entities cooperating, including their friends in South Bend where it made sense. Mr. Hixenbaugh stated he agreed that he heard fairly regularly from people with regard to property taxes, especially as those property tax bills just went out and some people had some sticker shock to say the least. Mr. Hixenbaugh stated he suspected they differed with regard to the merits of the legislation that was passed in Indianapolis and he was all in favor of cutting property taxes, but what he understood was that the benefit for the homeowner was going to be far outweighed by the detriment to the finances of every governmental entity, including St. Joseph County and the City of Mishawaka and he feared it would put them in an unfortunate predicament of having to decide what valuable service they were not going to be able to provide the same way they provided it in the past based upon that action that was taken. Mr. Hixenbaugh stated they would work through it and hopefully they would be able to work through it together, but he thought it was fair for the public to understand that there was a significant amount of concern and a significant amount of effort and work that would have to go into trying to navigate that legislation moving forward. Mr. Hixenbaugh appreciated Mr. Rutten's attendance that evening and his comments.

NEW BUSINESS

Mr. Carroll announced the Second District Community Meeting would take place on Thursday June 12th at the Blair Hills Pool Complex and all Mishawaka residents were welcome to attend.

ADJOURNMENT 7:59PM

Deborah S. Block /s/	Gregg A. Hixenbaugh /s/
Deborah S. Block, IAMC, MMC, City Clerk	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.

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
Kenneth B. Prince, ASLA, AICP, Executive Director

June 11, 2025

Honorable Members of the Common Council
City of Mishawaka, Indiana

RE: Board of Zoning Appeals Recommendation
June 10, 2025, Public Hearing

Honorable Members:

A regular meeting of the Mishawaka Board of Zoning Appeals was held on the above date at which time the following Use Variances was considered:

APPEAL #25-13 An appeal submitted by Alliance Staffing GlobalForce Inc requesting a Use Variance for a vacant lot south of 1925 N Main Street, Mishawaka, IN, to allow for a Beauty/Barber Shop and/or small Office Space in the R-1 Single Family Residential District.

The Board, with a vote of 4-0, provided a favorable recommendation.

Respectfully,

Donna M Whitt

Donna M Whitt, Administrative Planner
Secretary, Board of Zoning Appeals

City Hall • 100 Lincolnway West • Mishawaka, IN 46544
Phone: (574) 258-1625 • Fax: (574) 968-6999 • www.mishawaka.in.gov

MISHAWAKA
HISTORIC
PRESERVATION
COMMISSION

June 4, 2025

Honorable Members of the Common Council
City of Mishawaka, Indiana

RE: Historic Preservation Commission Recommendation
June 3, 2025 Public Hearing
Certification of Proposed Ordinance

Honorable Members:

A regular meeting of the Historic Preservation Commission was held on the above referenced date at which time the following Ordinance was considered:

HPC #25-01 A proposed ordinance submitted by Mishawaka Historical Museum Corporation, to establish 121 S Main, Mishawaka Indiana, as a Local Historic Landmark. The property is legally described as: Part of Lots Numbered Twenty-two (22) and Twenty-four (24) on Third Street, as shown on the Original Plat of the Town of St. Joseph Iron Works, now the City of Mishawaka, described as beginning at a point on the East line of said Lot Numbered Twenty-two (22), Forty (40) feet North of the Southeast corner thereof, said point being on the West line of Main Street in the City of Mishawaka, running thence North along said East line of Lot Numbered Twenty-two (22) and the West line of Main Street, Nineteen and Eighty-one Hundredths (19.81) feet to the center line of a party wall; thence West and parallel with the South line of said Lots Numbered Twenty-two (22) and Twenty-four (24) and along the center line of said party wall, Eighty-eight (88) feet; thence South and parallel with the East line of said Lot Numbered Twenty-two (22) and the West line of Main Street, Nineteen and Eighty-one Hundredths (19.81) feet; thence East Eighty-eight (88) feet to the place of beginning, in St. Joseph County, State of Indiana.

The Commission recommended approval with demolition as the only restriction.

Pursuant to I.C. 36-7-11 the Historic Preservation Commission hereby certifies to the Mishawaka Common Council the attached proposed Ordinance regarding the above matter.

Sincerely,

Christa Hill

Christa Hill
Secretary, Historic Preservation Commission

enc

TOMORROW LIVES IN THE LIGHT OF OUR PAST

Department of Community Development & Planning • City Hall • 100 Lincolnway East • Mishawaka, IN 46544
(574) 258-1625 Fax (574) 968-6999
www.Mishawaka.in.gov

Deborah S. Block, IAMC, MMC
JUN 04 2025
City Clerk
Mishawaka, IN

PROPOSED ORDINANCE NO. 2025-14

ORDINANCE NO.

HPC # 25-01

AN ORDINANCE TO ESTABLISH 121 S MAIN STREET AS A LOCAL HISTORIC LANDMARK WITHIN THE CITY OF MISHAWAKA, INDIANA.

WHEREAS, Chapter 125 of the Municipal Code provides for the establishment of Historic Districts within the City of Mishawaka, and

WHEREAS, the owner of 121 S Main Street, Mishawaka Historical Museum Corporation, wishes to preserve and protect the Wambach building by establishing it as a Local Historic Landmark, and

WHEREAS, the Historic Preservation Commission held a public hearing on June 3, 2025 for the purpose of allowing discussion and public comment on the proposed designation of 121 S Main Street as a Local Historic Landmark, and

WHEREAS, a Staff report, application, supporting documentation, Preservation Guidelines and Location Map are attached.

WHEREAS, the Commission voted to forward the request to the Common Council with a favorable recommendation.

SECTION 1: The property is commonly described as 121 S Main Street, and is legally described as follows:

Part of Lots Numbered Twenty-two (22) and Twenty-four (24) on Third Street, as shown on the Original Plat of the Town of St. Joseph Iron Works, now the City of Mishawaka, described as beginning at a point on the East line of said Lot Numbered Twenty-two (22), Forty (40) feet North of the Southeast corner thereof, said point being on the West line of Main Street in the City of Mishawaka, running thence North along said East line of Lot Numbered Twenty-two (22) and the West line of Main Street, Nineteen and Eighty-one Hundredths (19.81) feet to the center line of a party wall; thence West and parallel with the South line of said Lots Numbered Twenty-two (22) and Twenty-four (24) and along the center line of said party wall, Eighty-eight (88) feet; thence South and parallel with the East line of said Lot Numbered Twenty-two (22) and the West line of Main Street, Nineteen and Eighty-one Hundredths (19.81) feet; thence East Eighty-eight (88) feet to the place of beginning, in St. Joseph County, State of Indiana.

Tax Key Number: 016-1007-034801

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, COUNTY OF ST. JOSEPH, STATE OF INDIANA, THAT the above reference property be designated as the Wambach Building, a Local Historic Landmark.

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

PASSED by the Common Council of the City of Mishawaka, Indiana, this _____day of______________, 2025, at ________ o'clock p.m.

____
Presiding Officer

ATTEST:

____
Deborah S. Block, IAMCA, CMC, City Clerk

PRESENTED by me to the Mayor this _____ day of _________, 2025, at _______o'clock, ___.m.

____
Deborah S. Block, IAMCA, CMC, City Clerk

APPROVED by me this ____ day of _____________, 2025, at ____ o'clock ___.m.

____
David A. Wood, Mayor

MISHAWAKA HISTORICAL MUSEUM

EXHIBIT A

Photographs


MISHAWAKA HISTORICAL MUSEUM
121
MISHAWAKA
HISTORICAL MUSEUM
OPEN
OPEN

195


MAIL
POUCH
TOBACCO
HOTEL


GOODYEAR
GOODYEAR TIRES
GROVES TIRE SHOP
VULCANIZING
GOOD YEAR TIRES
SPARTON RADIO'S
HAMBURGER 10
50 75


THE NEWS-TIMES.
MISHAWAKA BRANCH OF
THE NEWS-TIMES.
MISHAWAKA BRANCH OF
THE NEWS-TIMES.


C. Wambach Agt.
SELZ
Royal Blue
$3.50 SHOE
MILLINERY.
THE TRIBUNE
MAIN St. MISHAWAKA, 81

1906


UNITED STATES EXPRESS CO.
BRANCH OFFICE SOUTH BEND TRIBUNE.
MISHAWAKA OFFICE

1905

EXHIBIT B

Property Significance & Description

Staff Report for 121 S. Main Street
Designation as a Local Landmark
City of Mishawaka, Indiana

Current picture from S. Main Street. Provided by petitioner.

Name of Landmark: Wambach Building

Location of Landmark: 121 S Main Street

Legal Description: The property is legally described as Part of Lots Numbered Twenty-two (22) and Twenty-four (24) on Third Street, as shown on the Original Plat of the Town of St. Joseph Iron Works, now the City of Mishawaka, described as beginning at a point on the East line of said Lot Numbered Twenty-two (22), Forty (40) feet North of the Southeast corner thereof, said point being on the West line of Main Street in the City of Mishawaka, running thence North along said East line of Lot Numbered Twenty-two (22) and the West line of Main Street, Nineteen and Eighty-one Hundredths (19.81) feet to the center line of a party wall; thence West and parallel with the South line of said Lots Numbered Twenty-two (22) and Twenty-four (24) and along the center line of said party wall, Eighty-eight (88) feet; thence South and parallel with the East line of said Lot Numbered Twenty-two (22) and the West line of Main Street, Nineteen and Eighty-one Hundredths (19.81) feet; thence East Eighty-eight (88) feet to the place of beginning, in St. Joseph County, State of Indiana.

Property Owner: Mishawaka Historical Museum Corporation
Represented by Peter DeKever

Guidelines of the District
Attached as an appendix in Exhibit C.

Map of the District.
Attached as an appendix in Exhibit D.

Reasons for Historic District Designation:

Criteria 1: good example of major architectural styles
The building at 121 S Main Street is not even listed in the 1995 Indiana Historic Sites and Structures Inventory, likely due to an error in dating the building. When we asked Todd Zeiger with Indiana Landmarks for his professional opinion, he rated it as non-contributing because the architecture of the building is run of the mill for the 1940's.

Tax records indicate a building date of 1880 and the owner's research indicates 1898. A Sanborn insurance map submitted with the application shows the building existed in 1901.

It sits on the west side of Main Street, south of Lincolnway and north of Third Street. All of the other buildings in that block which face Main Street are including in the 1995 Survey: the buildings at 109 & 113 as Notable, 117 as Contributing, and 119 as non-contributing.

Description of Building
The original building was 18' wide by 40' deep. An addition circa 1919 extended the back of the building approximately 20'. The second addition, done between the mid-1930's and 1952 included a rear section with a second story.

Analysis: What original elements still exist today? The original building had the door in the middle, with large windows on either side. After the latest remodel, the door has been relocated to the right/north, but maintains two large windows. The triangular pediment above the door, and cornices were also removed in that remodel.

Criteria 2: Structures and survey areas associated with individuals or social groups of historical importance.
Ownership:
1898-1906: Christian Wambach
1906-??: Mr. & Mrs. J.A. Graham
1979-1993: Robert Currey
1993-1996: Robert Ursery
1996-2007: Debra VanPoppel
2007-2017: CMK Marketing LLC
2017-present: Mishawaka Historical Museum Corporation

Businesses:
March-August 1898: Adam Krillenberger wallpaper and paint
August 1898-: Experienced painters from Chicago
January 1899-1910: South Bend Tribune
February 1912-June 1914: Singer Sewing Machine
December 1914-January 1916: Mishawaka Enterprise
February 1916-1928: DeCocker's tailor shop
July 1928-1932-: Smith's Uptown Cleaners
1934: bakery
1935-1936: The Coffee Den Restaurant
1937: Five Spot Short Range Gun Club
1938-1965: Kunkel's Music Shop
1966-1977: Witmer-McNease Music Co.
1979: Democratic Party Headquarters
1981: Three Bags Full, Koze Jewelers
1982-1983: vacant
1984-1988: The Beginnings, children's clothing store
1990-1991: The Country Crock, antiques and gift shop
1997-2007: Designs Unlimited, a custom embroidery store
2007-2014: CMK Marketing, similar to above
2017-2022: under construction
March 11, 2023-present: Mishawaka Historical Museum

Analysis: We commend the applicant on the documentation provided, however, while several businesses have occupied this location, the longest stretch was Designs Unlimited/CMK Marketing at 17 years. Many of the businesses were not there long enough to put down roots. South Bend Tribune and Mishawaka Enterprise are both still in business, but other locations hold more history than this one.

Recommendation

It is unprecedented to landmark a non-contributing building as a local landmark. The only way staff would recommend in favor of creating a Historic District at 121 S Main Street is where the only guideline is to prevent the demolition of the building and this is based only on the request of the owner. When the building is sold in the future, and a new building is proposed in its place, what would be the basis of denying the request be, other than the building being old?

The building was built in 1898, making it over 125 years old. It deserves to stay in the downtown for as long as it is structurally sound. The current owner spent considerable time and money converting it from an embroidery shop into the Mishawaka Historical Museum. The building itself and its history, while well researched, does not meet the criteria for local landmark designation of the Historic Preservation Commission, or the US Department of the Interior.

Attachments: Application

CITY OF MISHAWAKA HISTORIC PRESERVATION COMMISSION

Criteria For Local Landmark Designation as established by the HPC

1) good example of major architectural styles;

2) Structures and survey areas associated with individuals or social groups of historical importance;

3) Examples of early regional building techniques, especially those which contribute to the understanding of an area's development;

4) Outbuildings associated with cited structures such as carriage houses, barns, or smaller buildings in an industrial complex;

5) Sites where important events occurred.

The Secretary of the Interior's Standards for Preservation

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

MISHAWAKA HISTORIC PRESERVATION COMMISSION

HISTORIC DISTRICT/LANDMARK NOMINATION APPLICATION

An application for nomination of a historic landmark may only be submitted by the owner of record of the nominated site. Applications and supporting documentation should be provided to: Mishawaka Department of Planning and Community Development, 100 Lincolnway West, Mishawaka IN 46544 (574)258-1625.

APPLICANT/OWNER OF RECORD

Name(s): Mishawaka Historical Museum Corp.

Address: 121 S. Main St.

Mishawaka, IN 46544

Signature of Owner: Peter J. De Kever, President

Street Address of Property, if different from above: ____________________

Type of Designation Requested: ☐ Conservation District ☑ Local Landmark

The legal description of the property (from deed):

See attached

Please provide a written statement describing the structure, building, site and setting forth reasons in support of the proposed designation, including a list of significant exterior architectural features that should be protected.
Cite the specific criteria (there may be more than one) under which you are seeking historic designation (see list a attached). Attach additional information if necessary.

Provide the following information:

- ☐ Written documentation and evidence establishing that the Applicant is the current owner of record of the nominated property and consents to the proposed historic designation. Such documentation or evidence of record ownership shall include the most recent available title policy in the name of the Applicant or other evidence of record ownership acceptable to the City Planner.
- ☐ An overall site plan and front, side and rear photographs of the property. Restoration methods, material samples, etc., if applicable.
- ☐ Such other relevant information as requested by the Planning Department or the Commission.
- ☐ A list of all property owner of record within 300 feet of the subject property, provided by Planning Staff (574) 258-1625.
- ☐ Business size (4 ½" by 9 ½"), stamped envelopes addressed to all property owners on the list from the Auditor's office. Do NOT put your return address on the

Historic District/Landmark Nomination Application

Wambach Building
121 South Main Street

Legal Description of the Property:

43'Mid Pt E 1-3rd Lot 24 & 43'Mid Pt Lot 22 Ex 23.19' X 88' N Side Ea St Joseph Iron Works

Physical Description:

The building proposed for designation as a Local Landmark is the Wambach Building, located at 121 South Main Street. The original (front) part of this building was constructed in February 1898. It was a single-story "store room" that measured 18' wide and approximately 40' deep. Another surviving example of this type of commercial architecture can be seen today at 614 South West Street. At least part of the Wambach Building's north wall is also the south wall of the building at 119 South Main.

Two additions were made to the Wambach Building. One was completed c. 1919 and extended the back of the building approximately 20', and the other was done sometime between the mid-1930s and 1952. It included a rear section with a second story. Originally, the rear addition had a back door and two windows, but those were covered when a single-story building was constructed immediately to the west. The ground floor of the addition then lost its outside access. The second floor of the rear addition has a roof-access door that faces east and two windows that overlook the roof of the building to the west. The south side of the Wambach Building runs partly along a 2' void between it and the former gas station to the south and partly along the two adjacent buildings along Third Street. The building has no basement.

The original 1898 section of the building and the first addition have brick walls, and the second addition, including the second floor, is made of concrete block.

The Main Street façade of the Wambach Building consists of two large windows parallel to the street and a smaller window that forms a vestibule for the door, which is located at the north end (right) of the façade. A transom window is above the metal-frame door, which features one large glass panel. On the inside of the glass is a heavy metal grille that a previous owner added for security after a robbery. A short ramp goes from the sidewalk to the door. A canvas awning stretched over a metal framework covers most of the façade above the window and door. The remainder of the east façade surrounding the awning and window is painted brick.

The east façade underwent a modernization, c. 1935-1952, that removed decorative metalwork along the first-floor roofline and moved the door from the center of the façade, between two large windows, to the extreme right of the façade.

Although the original 1898 elements of the façade have been changed, the present appearance of the building is more than 70 years old and historic in its own right. Distinct features to retain are the vestibule entrance with its smaller window and transom window, two large windows facing Main Street, an awning above the windows and door, and the surrounding brick. Although reconfigured, the present vestibule entrance and two large windows are reminiscent of the building's appearance in early 1900s photos and are consistent with the building's long history as home to various retail establishments.

Even if it were possible to add a second story to the front of the building, such a change should not occur because it would alter the structure of the original 1898 section of the Wambach Building. Fortunately, the two-story rear addition is set far back, is only visible from a distance, and blends in with parts of two-story buildings to the north and south.

Reasons for Designation:

The primary consideration for designation of the Wambach Building as a Local Landmark is its association with prominent businessman and German immigrant Christian Wambach (1846-1925) and numerous other businesses and entrepreneurs that have occupied the building over its long history. Among them are the *South Bend Tribune* and *South Bend News-Times* offices, Belgian immigrant Alphonse DeCocker's tailor and drycleaning business, Kunkel's Music Shop, and other small, locally owned businesses from the 1980s until 2014. As Democratic Party headquarters, the Wambach Building also played an important role in the historic 1979 municipal election in which Robert Kovach defeated four-term incumbent Margaret Prickett. The building is significant because it represents a cross-section of the varied commercial enterprises that have been part of downtown since 1898. Its occupants and owners reflect the challenges and successes of entrepreneurship in the Princess City.

Consideration should also be given to the Wambach Building because it is one of less than 10 buildings in the downtown historic core that date to the nineteenth century. Since 1898, downtown Mishawaka has seen many historic buildings come and go, but the diminutive Wambach Building is a hardy survivor that harkens back to an earlier era. Downtown Mishawaka commercial real estate was in such demand that Christian Wambach felt compelled to build a small building adjacent to his shoe store because he believed it would be a profitable site for a store.

Unlike the many two- or three-story commercial structures that were built in downtown between 1873 and 1950, the Wambach Building is a rare example of a one-story "store room." A building of similar scale from the same era stands at 614 South West and suggests what the Wambach Building would have looked like before additions were put on.

The Wambach Building does not have Outstanding or Notable original extant architectural elements, but bias toward architectural style and features should not be the sole determinant for declaring a building to be a Local Landmark. The history associated with a building's use must merit strong consideration for Local Landmark status. The Wambach Building is a historic landmark because of both its construction date and the Mishawaka history, especially commercial history, associated with the building.

Over the past 34 years, the Historic Preservation Commission has declared just 30 buildings or properties in Mishawaka to be Local Landmarks. Twenty-five of them were built as houses or apartments and all but one of those retain that use today. The Historic Preservation Commission's list of Local Landmarks includes no schools, no churches, and no buildings erected for a commercial purpose. It also includes no buildings in the four blocks of the downtown historic core. The Wambach Building would set an important precedent for the long overdue designation of other commercial buildings and downtown buildings as Local Landmarks.

Mishawaka has *thousands* of historic homes and other buildings that are eligible for Local Landmark status. Among them, the Wambach Building, which has been the setting for so much Mishawaka commercial history, is worthy of this distinction.

Owner Consent:

At its April 26, 2025, meeting, the Mishawaka Historical Museum board of directors unanimously and enthusiastically approved a motion that offers its consent to submit this application to make the Wambach Building, 121 South Main Street, a Local Landmark. The Mishawaka Historical Museum Corporation is the sole owner of this property.

History of the Wambach Building (121 South Main Street)

by Peter J. De Kever

The Wambach Building, located at 121 South Main Street and presently home of the Mishawaka Historical Museum, has been a fixture in downtown Mishawaka since the end of the nineteenth century.

Christian Wambach was born in Hesse-Cassel, Germany, on March 27, 1846. At age 14, he emigrated to the United States, arriving in Baltimore on October 21, 1860. Wambach traveled to Niles, Ohio, where he apprenticed to learn the shoe trade and shoemaking. He came to Mishawaka in 1866 and worked in A.B. Judson's general store, which was at the southeast corner of Main and Second Streets. On February 23, 1868, Christian married Margaret Dielman in the Lutheran Church that stood at the corner of Church and Front Streets. In 1873, he began working in the shoe business and later opened his own shoe store in the two-story brick building at 119 South Main. Christian and Margaret Wambach had four children and resided at 842 East Second Street.

In the 1896 Sanborn Fire Insurance map, the property at 121 South Main appears as a vacant lot between the structures to the immediate north and south.

In early February 1898, Wambach began construction of a one-story building to the south of his store. The *South Bend Tribune* reported on this event in its February 8, 1898, edition: "Mr. Christian Wambach has a force of men at work breaking ground preparatory to the erection of a new store room on South Main street adjoining his present building. The structure will be a one story brick, 18x40 in size. It will be occupied by Adam Krillenberger with a stock of wallpaper and paints." Four days later, the *Tribune* reported that "carpenters have begun work on C.

The building's front entrance was centered between two large windows. Smaller windows were on either side of the entry vestibule. Along the roofline were metal trim, a central pedimented gable, and two urn-like structures at both corners of the Main Street facade.

Construction was complete enough by the first week of March for members of St. Peter's Lutheran Church, where Wambach was a parishioner, "to give a store warming" on March 12, according to the *Tribune*.

That the owner of 119 South Main, constructed c. 1890, would also build at 121 South Main helps explain peculiarities discovered when the Mishawaka Historical Museum renovated the building from 2017-2022. Mark Hoerstman, the general contractor, asserts that the north wall of 121 South Main is also the south wall of 119 South Main. The water and gas lines for 121 enter the building from the basement of 119, just a few feet west of the ramp that connects the front and middle galleries of the museum. This location would have originally been the northwest corner of the Wambach Building and the likely site of the building's restroom. Having the water line come from 119 South Main is an inconvenience today, but it would have seemed less of a problem in 1898 for Wambach because he owned both buildings.

By mid-March 1898, Adam Krillenberger was stocking his store with wallpaper and paints and preparing to open. For whatever reason, Krillenberger's business did not stay long. By late August, the *Tribune* reported that Wambach had leased the "recently vacated" space to two "experienced painters" from Chicago and they were preparing to stock paints.

Their enterprise did not endure either. In early January 1899, the *South Bend Tribune* leased the Wambach Building for its Mishawaka office, which would handle both news items and subscriptions. Newspaper boys would also pick up their papers from the office for weekday afternoon deliveries.

The January 14, 1899, issue of the *Tribune* gave this description of the Wambach Building: "The front of the building presents a broad expanse of plate glass and the single door leads to a pleasant and well lighted room, neatly papered and provided with electric lighting equipment for use when necessary. The office is plainly but conveniently furnished. It is provided with an independent circuit telephone No. 54 which connects directly with the main office in South Bend or which can be connected with any other phones in the Bell system either in Mishawaka or South Bend or in the surrounding towns having similar systems. This makes the Mishawaka and South Bend offices of The Tribune virtually one in respect to quick communication and the accommodation of those who desire news or advertising inserted in The Tribune."

A postcard image of the west side of the 100 block of South Main, c. 1906, shows bicycles leaning against the front of the Wambach Building and a sign on a pole that says, "The Tribune." During the years that the *Tribune* was located at 121 South Main, the building was also the office for the United States Express Co. Another photo of the building's façade in this era shows signage that says both "United States Express Co." and "Branch Office South Bend Tribune."

In February 1906, Christian Wambach was preparing to retire and sold his three properties on South Main to Mr. and Mrs. J.A. Graham. The buildings included the shoe store at 119, the *Tribune*'s office at 121, and the two-story frame structure at 123, which had two storefronts occupied by a millinery and C.A. Ostrom's real estate agency. The *Tribune* noted that the three parcels comprised "one of the choicest business sites in the city."

On March 7, 1906, Wambach sold his shoe stock to the Reliable Clothing Store of South Bend and retired. Christian lived the remainder of his life in Mishawaka and died on September 5, 1925. He and Margaret are buried in Mishawaka City Cemetery.

The *South Bend Tribune* moved into the larger space at 119 South Main around 1910, and 121 became home to a variety of tenants in the following years. The first was a Singer Sewing Machine dealer from February 1912 until June 1914. Next was the Mishawaka office of the *Tribune*'s competitor, the *South Bend News-Times*, which occupied the building from December 1914 until January 1916. For a while, the west side of the 100 block of South Main was home to the offices of the *Tribune*, the *News-Times*, and the *Mishawaka Enterprise*! A photo shows the building during its brief *News-Times* era. A sign with "The News-Times" hangs above the door, and "Mishawaka Branch of the News-Times" is painted on both large windows.

After the *News-Times* moved to 111 South Main in February 1916, Belgian immigrant Alphonse DeCocker's tailor shop occupied 121 South Main. In March 1919, DeCocker applied for a permit to put an addition on the rear of the building. This addition extended the building roughly twenty feet, to a masonry wall that is now the back of the museum's middle gallery. The 1920 City Directory refers to both DeCocker's tailor business and DeCocker Dry Cleaning Co. at 121 South Main. DeCocker Dry Cleaning, managed by Harry Smith, was still there in the 1928 directory, and then began advertising as Smith's Uptown Cleaners in July 1928. That name appears clearly in a late 1920s photo of 121 and 123 South Main. Smith's remained in the building until 1932. In the 1933 City Directory, 121 South Main was vacant, and Mrs. Mae Butner was operating a retail bakery there in 1934. The Coffee Den Restaurant occupied the space in 1935 and 1936 before moving to 119 South Main. Five Spot Short Range Gun Club of America, Inc. took its brief shot at 121 South Main in 1937.

In 1930, Charles Grove demolished the frame structure at 123 South Main and erected a one-story building for Johnson Lubricating Palace and a gas station at the corner and a two-story building for Grove's Tire Shop immediately to the west on Third Street. Along the south wall of the Wambach Building were a door and window that originally opened onto an outdoor walkway separating 121 and 123 South Main. When the gas station was constructed, that door and window became useless because a space less than two feet wide separated the buildings for nearly their entire shared length. The door and window were boarded up and rediscovered in 2020 during the museum's renovation. At the sidewalk along Main Street, though, the gas station abutted the Wambach building, thus providing no access to the narrow void between the buildings.

In 1938, Michael Kunkel opened Kunkel's Music Shop at 121 South Main, beginning a decades-long run at the location. Kunkel sold sheet music, records, and musical instruments. He also offered music lessons in his store.

A mid-1930s photo taken from the third floor or roof of the Hotel Mishawaka at the southeast corner of Main and Third shows the Wambach Building, its neighbor at 119 South Main, and the gas station. In that photo, the Wambach Building had not yet acquired its final addition, which included the rear third of the building with a second floor above it. The addition, which extended the depth of the building to 88', may have been made by Kunkel, and it appears in a 1952 aerial photo of downtown Mishawaka. Two narrow, vertical windows originally looked east from the second floor but were later removed. Today, only a roof-access door is on the east side of the second floor, and two windows remain on the west side of the upstairs. Another profound change to the building was the modernization of its front, which is best seen in a 1959 photo taken from across South Main Street. Gone were the decorative metal elements along the roofline that appear in photos from the 1900s, 1910s, and 1920s, and the entrance was shifted to the right, making the façade be dominated by one large window with a smaller window in the entry vestibule. The overall height of the windows was reduced, and more brick was added between the top of the windows and the roofline.

Thus, sometime between the mid-1930s and early 1950s, the Wambach Building achieved its present configuration and façade.

The loss of the building's decorative metal work is regrettable, but the modernized façade, now over 70 years old, is itself historic and has been the "public face" of 121 South Main for the majority of its 127 years.

Kunkel's Music Shop remained at 121 South Main until 1965, and then Witmer-McNease Music Co. was there from 1966-1977.

The City Directory lists 121 South as vacant from 1978-1980, but it was briefly used as Democratic Party Headquarters during the 1979 municipal election in which Robert Kovach defeated four-term Republican incumbent Mayor Margaret Prickett. As party headquarters, every Democrat candidate in Mishawaka would have passed through the doors of 121 South Main. Other Democrat officeholders, such as county officials, state representatives and senators, and possibly Congressman John Brademas, also likely visited the building.

The 1981 City Directory identifies "Three Bags Full, Koze Jewelers" as the tenant at 121 South Main. The building was vacant in 1982-1983, and then The Beginnings, a children's clothing store, operated there from 1984-1988. The Country Crock, an antiques and gift shop, was at 121 South Main in 1990-1991. The building was vacant for several years until Designs Unlimited, a custom embroidery store, operated there from 1997-2007. It was sold and renamed CMK Marketing, which remained at 121 South Main until 2014.

After CMK Marketing moved out, the building was again vacant until the Mishawaka Historical Museum purchased it on May 5, 2017. Over the next five years, the non-profit carried out a total renovation of the first floor, removing the suspended ceiling and all flooring and taking the walls down to the original brick that Christian Wambach knew. New walls, flooring, and ceiling were then installed on the first floor. In addition to all-new HVAC, electrical, and plumbing for the building, the museum board also replaced the front windows, put on a new roof, and installed new fabric on the awning. The museum's grand opening was on March 11, 2023.

Since the Wambach Building opened, its original owner's vision of a "store room," a commercial space that could be used by a tenant, has been fulfilled many times over. At least 20 different businesses or enterprises have operated in the building, serving such varied purposes as a newspaper office, dry cleaners, restaurant, firing range, music shop, political party headquarters, clothing store, and embroidery store. The significance of the Wambach Building rests in its longevity—being among the few surviving nineteenth-century buildings in the central business district-- and how it represents a cross-section of downtown Mishawaka's commercial evolution through the decades.

Constructed in the same month that U.S.S. *Maine* was sunk in Havana Harbor, the Wambach Building has seen its share of history, including events that have occurred just outside its door, such as the Mishawaka Street Carnival of 1901, Vice-President Charles Fairbanks's campaign rally in 1908, Sen. Robert F. Kennedy's presidential campaign appearance in 1968, decades of Sidewalk Day festivities, and dozens of parades for Memorial Day and other special events.

Christian Wambach could never have imagined the great variety of uses and activities that would occur within the brick walls that he put up in 1898. For a structure that has seen so much history, it is appropriate that its newest purpose is to be the home of the Mishawaka Historical Museum, where today's Mishawakans and visitors to the city can remember the community's stories and share them with future generations.

STATE FORM 53569 (R25 / 11-24)
APPROVED BY STATE BOARD OF ACCOUNTS, 2024

TREASURER FO

PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-

COUNTY: 71 - ST. JOSEPH

SPRING INSTALLMENT REMITTANCE COU

PARCEL NUMBER	DUPLICATE NUMBER	TAX YEAR
71-09-16-279-018.000-023	43895	2024 Payable 2025

TAXING UNIT NAME	LEGAL DESCRIPTION
023-Mishawaka-Penn	43'Mid Pt E 1-3rd Lot 24 & 43'Mid Pt Lot 22 Ex 23.19' X 88'N Side Ea St Joseph Iron Works

Late Payment Penalty: 5% penalt May 12, 2025, if there is no delinqu amount; 10% penalty for previous delinquency or if payment is made June 11, 2025

PROPERTY ADDRESS
121 S Main St Mishawaka IN 46544

SPRING AMOUNT DUE by May 12, 2025: **$165.09**

3539-7735-1
Mishawaka Historical Museum Corporation
2112 Linden Ave
Mishawaka IN 46544-2620

T12 P1

Pay by Phone: (574) 586-5540
Pay Online at: www.lowtaxinfo.com

Remit Payment and Make Check Payabl
St. Joseph County Treasurer
P.O. Box 4758
South Bend, IN 46634-4758

000004389500000000165090

FOLD AND TEAR HERE

COUNTY: 71 - ST. JOSEPH

FALL INSTALLMENT REMITTANCE COU

PARCEL NUMBER	DUPLICATE NUMBER	TAX YEAR
71-09-16-279-018.000-023	43895	2024 Payable 2025

TAXING UNIT NAME	LEGAL DESCRIPTION
023-Mishawaka-Penn	43'Mid Pt E 1-3rd Lot 24 & 43'Mid Pt Lot 22 Ex 23.19' X 88'N Side Ea St Joseph Iron Works

Late Payment Penalty: 5% penal November 10, 2025, if there is no delinquent amount; 10% penalty f previous delinquency or if paymen made after December 10, 2025

PROPERTY ADDRESS
121 S Main St Mishawaka IN 46544

FALL AMOUNT DUE by November 10, 2025: **$165.09**

Mishawaka Historical Museum Corporation
2112 Linden Ave
Mishawaka IN 46544-2620

Pay by Phone: (574) 586-5540
Pay Online at: www.lowtaxinfo.com

Remit Payment and Make Check Payabl
St. Joseph County Treasurer
P.O. Box 4758
South Bend, IN 46634-4758

000004389500000000165090

FOLD AND TEAR HERE

COUNTY: 71 - ST. JOSEPH

TAXPAYERS' COPY - KEEP FOR YOUR REC

PARCEL NUMBER	DUPLICATE NUMBER	TAX YEAR
71-09-16-279-018.000-023	43895	2024 Payable 2025

TAXING UNIT NAME	LEGAL DESCRIPTION
023-Mishawaka-Penn	43'Mid Pt E 1-3rd Lot 24 & 43'Mid Pt Lot 22 Ex 23.19' X 88'N Side Ea St Joseph Iron Works

DUE DATES
SPRING - May 12, 2025
FALL - November 10, 2025

DATE OF STATEMENT: 04/10/2025

PROPERTY ADDRESS		
121 S Main St Mishawaka IN 46544		
PROPERTY TYPE	TOWNSHIP	
Real	Penn	
ACRES	Total AV PTRC Rate	LIT 1% Rate
	10.1130	4.8665

TOTAL DUE FOR 24 PAY 25: $330.18

ITEMIZED CHARGES	SPRING TOTAL	FALL T
Tax	$165.09	$
Delinquent Tax	$0.00	
Delinquent Penalty	$0.00	
Other Assessment (OA)	$0.00	
Delinquent OA Tax	$0.00	
Delinquent OA Penalty	$0.00	
Fees	$0.00	
Adjustments	$0.00	
Amount Due	$165.09	$

016-1007-034801

Transfer 13423
Taxing Unit Mishawaka
Date 05/15/2017

METROPOLITAN TITLE IN, LLC
4100 EDISON LAKES PKWY
SUITE 120
MISHAWAKA, IN 46545

1711873
RECORDED AS PRESENTED ON
05/15/2017 9:42 AM
MARY BETH WISNIEWSKI
ST. JOSEPH COUNTY
RECORDER
PGS: 3 FEES: 20.00

BG

SD Filed AS

WARRANTY DEED

Property Address:
121 S. Main Street
Mishawaka, IN 46544

Tax Parcel No.: 71-09-16-279-018.000-023

This Indenture Witnesseth, That **CMK Marketing, LLC, an Indiana limited liability company**

Convey(s) and Warrant(s) to **Mishawaka Historical Museum Corporation, an Indiana non-profit corporation**

for the sum of **Ten & 00/100 Dollars ($10.00)** and other valuable consideration, the following described real estate in **St Joseph** County, in the State of **Indiana:**

Part of Lots Numbered Twenty-two (22) and Twenty-four (24) on Third Street, as shown on the Original Plat of the Town of St. Joseph Iron Works, now the City of Mishawaka, described as beginning at a point on the East line of said Lot Numbered Twenty-two (22), Forty (40) feet North of the Southeast corner thereof, said point being on the West line of Main Street in the City of Mishawaka, running thence North along said East line of Lot Numbered Twenty-two (22) and the West line of Main Street, Nineteen and Eighty-one Hundredths (19.81) feet to the center line of a party wall; thence West and parallel with the South line of said Lots Numbered Twenty-two (22) and Twenty-four (24) and along the center line of said party wall, Eighty-eight (88) feet; thence South and parallel with the East line of said Lot Numbered Twenty-two (22) and the West line of Main Street, Nineteen and Eighty-one Hundredths (19.81) feet; thence East Eighty-eight (88) feet to the place of beginning, in St. Joseph County, Indiana.

Legal not checked -BG

Subject to real estate taxes not yet due and payable.

The undersigned persons executing this deed on behalf of said grantor represent and certify that they are duly elected officers/members/managers/partners of said grantor and have been fully empowered, by proper resolution of the Board of Directors/Managers/Partners of said grantor to execute and deliver this deed; that the grantor has full capacity to convey the real estate described herein and that all necessary action for the making of such conveyance has been taken and done.

Subject To any and all easements, agreements, and restrictions of record, and to legal highways.

File No.: 4041-101279

RS

DULY ENTERED FOR TAXATION
ST. JOSEPH CO. INDIANA
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

Signed this 5 day of May, 2017.

CMK Marketing, LLC

By: Chris Kedik
Chris Kedik
Its: owner

Acknowledgement

State of Indiana; St Joseph County:

Before me, a Notary Public in and for the said County and State, personally appeared CHRIS KEDIK as OWNER of **CMK Marketing, LLC**, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 5TH day of May, 2017.

My commission expires: ____________

Signature ____________

Printed BRIDGET S. TRANTER, Notary Public

Residing in St Joseph County, County, Indiana

BRIDGET S. TRANTER
St Joseph County
My Commission Expires
April 17, 2025

This instrument prepared by Louis Klatch, Attorney at Law.

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

BRIDGET TRANTER
Name:

File No.: 4041-101279

Grantee's Mailing Address and Mailing Address for Tax Bills:
(must be a street address)
2112 Lincoln Ave
Mishawaka IN 46544

METROPOLITAN TITLE

Metropolitan Title of Indiana LLC

4100 Edison Lakes Parkway, Ste. 120 •Mishawaka, IN 46545

Office Phone:(574)271-2450 Office Fax:(574)243-1931

Buyer's Settlement Statement

BUYER

Property Address: 121 S. Main Street, Mishawaka, IN 46544

File No: 4041-101279
Officer: Bridget Tranter/BT
Estimated Settlement Date: 05/05/2017
Disbursement Date:
Print Date: 05/05/2017, 3:31 PM

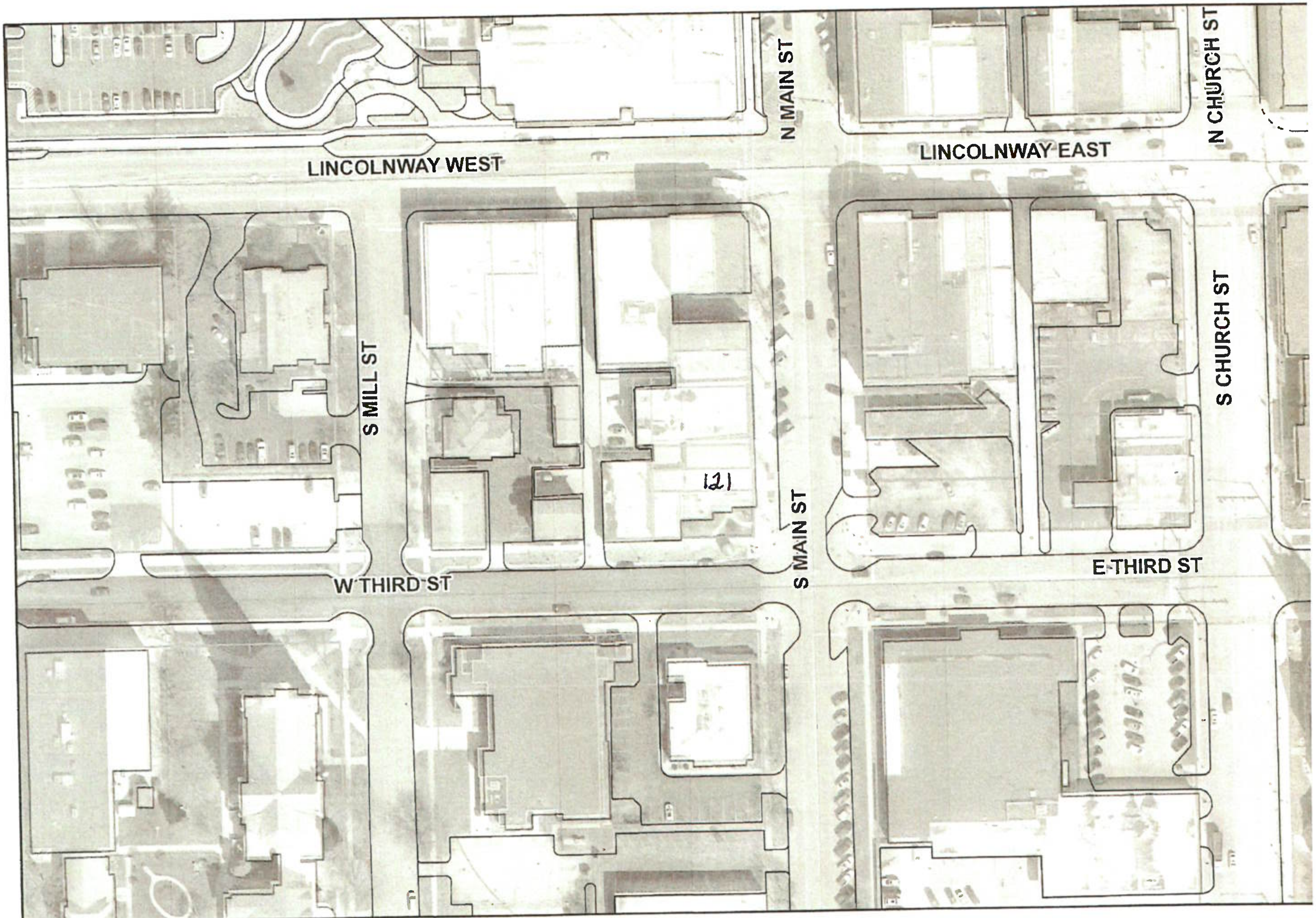
Buyer: Mishawaka Historical Museum Corporation
Address: 2112 Linden Avenue, Mishawaka, IN 46544
Seller: CMK Marketing, LLC
Address: 1528 Arcadia Ave., South Bend, IN 46635

Charge Description	Buyer Charge	Buyer Credit
Consideration:		
Total Consideration	75,000.00	
Earnest Money:		
Total Deposit/Earnest Money		1,000.00
Adjustments:		
Repair Credit per Inspection Response		1,992.50
Prorations:		
County Taxes 01/01/17 to 05/04/17 @$2,813.78/yr		955.91
Title/Escrow Charges to:		
Settlement/Closing Fee to Metropolitan Title of Indiana LLC	450.00	
ERecording Deed Fee (b)	27.00	
ERecording Sales Disclosure Fee w/full consideration (b)	15.00	
Disbursements Paid:		
Document Compliance to F.C. Tucker / Market Place Realty	195.00	
HVAC Inspection to Sikorski Heating & Cooling Repair	65.00	
Electric Inspection to Robert Durski	100.00	
Rppf Inspection to AJ Construction & Roofing	45.00	
Cash (X From) (To) Buyer		71,948.59
Totals	75,897.00	75,897.00

BUYER(S):

Mishawaka Historical Museum Corporation

By: Peter J. DeKever
Name:
treasurer
Title:



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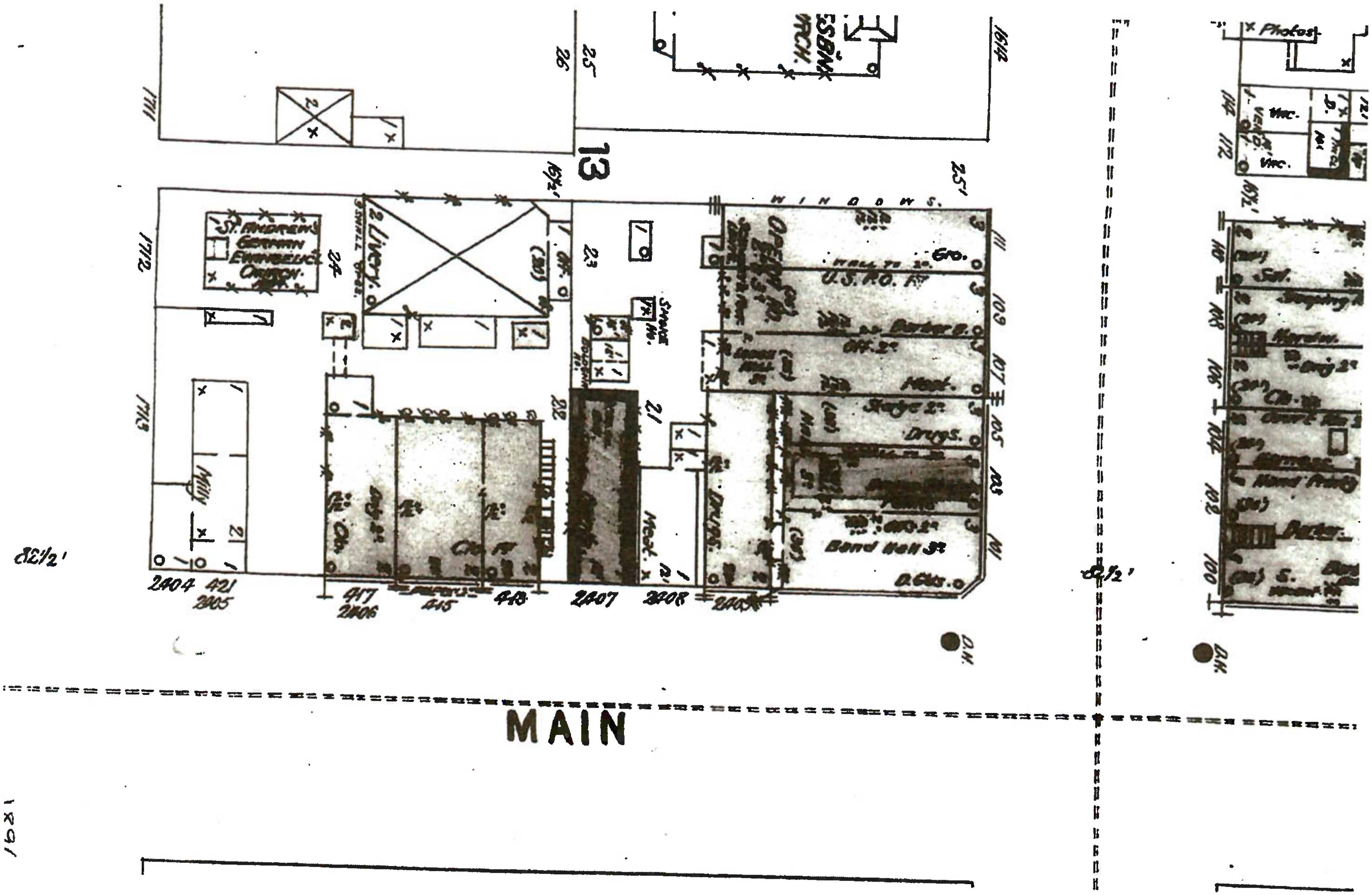
Centerline
Active
Rail Road
Buildings
Existing
Proposed
Road Edges
Existing
Proposed
Hydrology
Mishawaka Area Parcels
Mishawaka City Limits
Image
Red: Band_1
Green: Band_2
Blue: Band_3

1:2,016

0 70 140

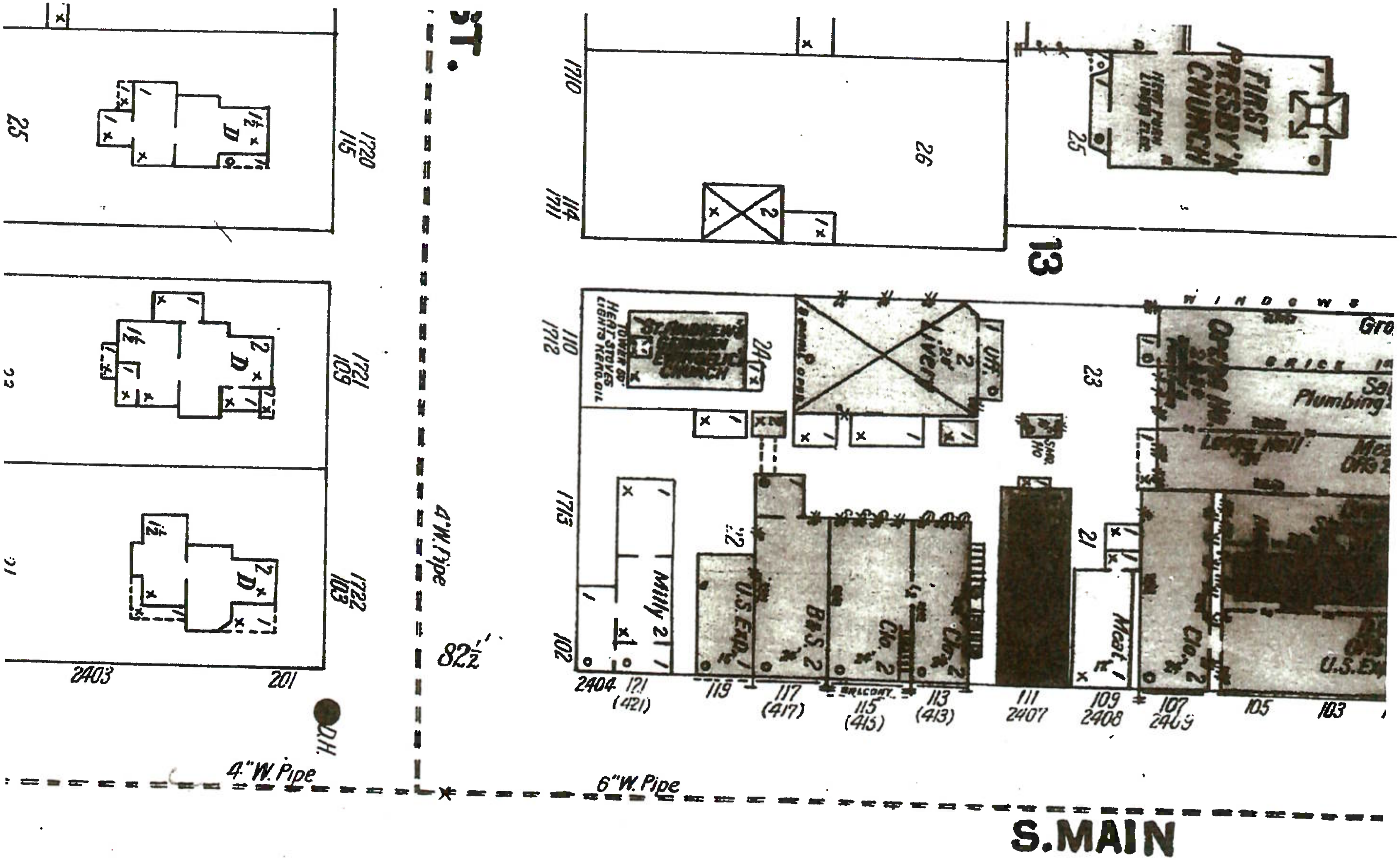
0 20 40

City of Mishawaka | Geograph

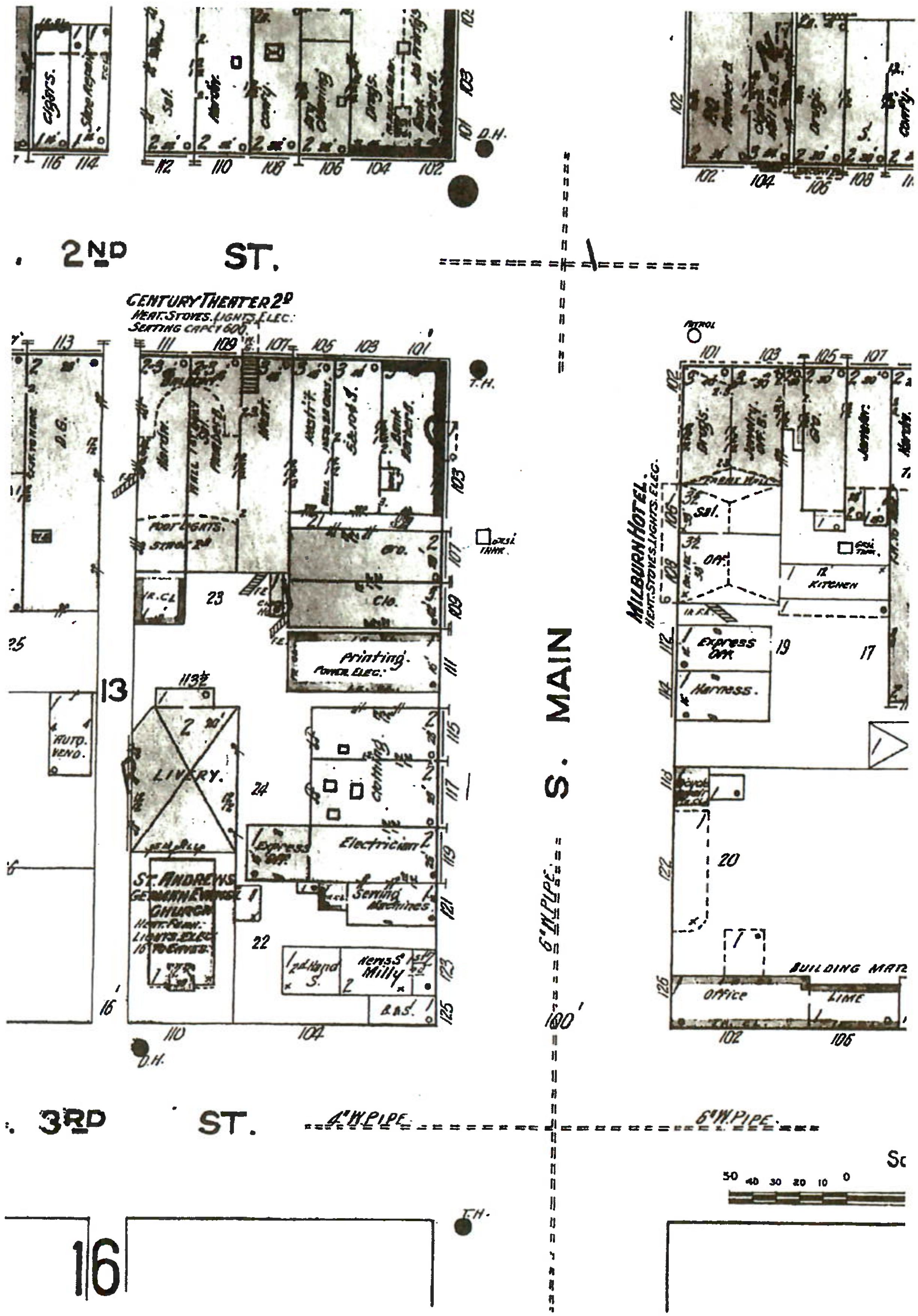


MAIN
13
St. Andrew's German Evangelic. Church
2 Livery.
Opera Ho.
U.S. P.O.
Gro.
Barber S.
Meat.
Drugs.
Band Hall 3d.
D. Gds.
Meat.
Smoke Ho.
Milly
Photos
Vac.
D.H.
2404
421
2405
417
2406
415
413
2407
2408
111
109
107
105
103
101
114
112
110
108
106
104
102
100
1711
1712
1713
1614
25'
16½'
82½'

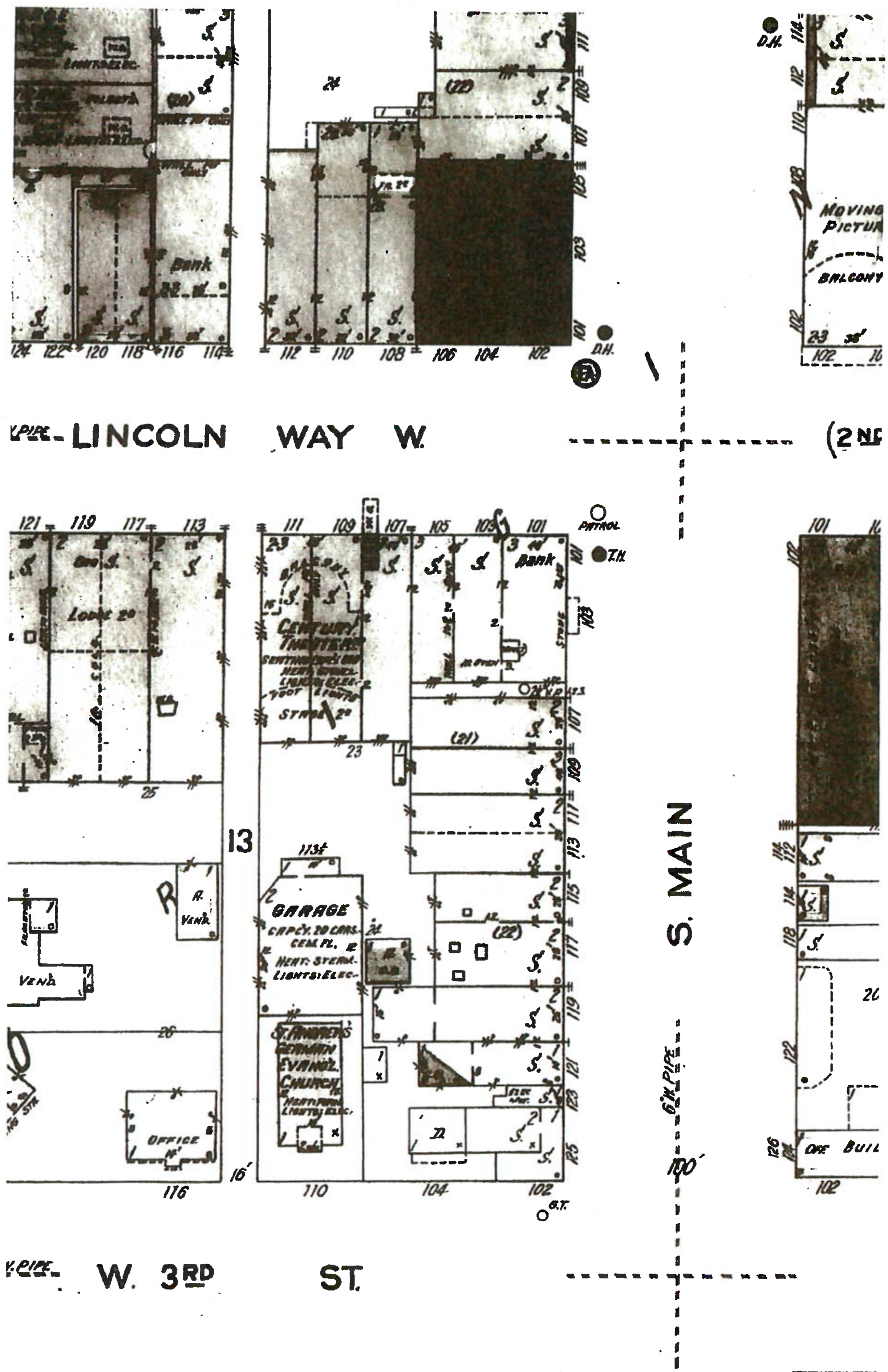
1891



S.MAIN
6"W. Pipe
4"W. Pipe
ST.
13
FIRST PRESBY'N CHURCH
Livery
Opera Ho.
Plumbing
Lodge Hall
Clo.
Meat
B&S.
U.S. Exp.
Milly
Off.
SMR. HO.
O.H.
TOWER 60'
HEAT STOVES
LIGHTS KERO. OIL
BALCONY
WINDOWS
82½'
1710
114
1711
110
1712
1713
102
2404
121 (421)
119
117 (417)
115 (415)
113 (413)
111 2407
109 2408
107 2409
105
103
1720 115
1721 109
1722 103
2403
201
25
26
23
21
22


2ND ST.
CENTURY THEATER 2D
HEAT. STOVES. LIGHTS, ELEC.
SEATING CAPCY 600.
MILBURN HOTEL.
HEAT. STOVES. LIGHTS. ELEC.
S. MAIN
Printing.
POWER ELEC.
LIVERY.
Electrician
Sewing Machines
Express Off.
Harness.
KITCHEN
Office
LIME
BUILDING MAT
ST. ANDREWS GERMAN EVANG. CHURCH
AUTO. VEND.
6" W. PIPE
4" W. PIPE
3RD ST.
13
16
Clo.
Gro.
Sal.
Drugs.
Cigars.
Millry
D.G.

1913



LINCOLN WAY W.
(2ND
S. MAIN
W. 3RD ST.
13
Bank
MOVING PICTUR
BALCONY
D.H.
PATROL
T.H.
Bank
CENTURY THEATRE
STAGE 2°
Lodge 2°
GARAGE
CAP'CY. 20 CARS.
CEM. FL.
HEAT: STEAM.
LIGHTS: ELEC.
ST. ANDREWS GERMAN EVANG. CHURCH
OFFICE
Venh
6¼" PIPE

EXHIBIT C

Preservation Guidelines

EXHIBIT C

Preservation Guidelines

DEMOLITION

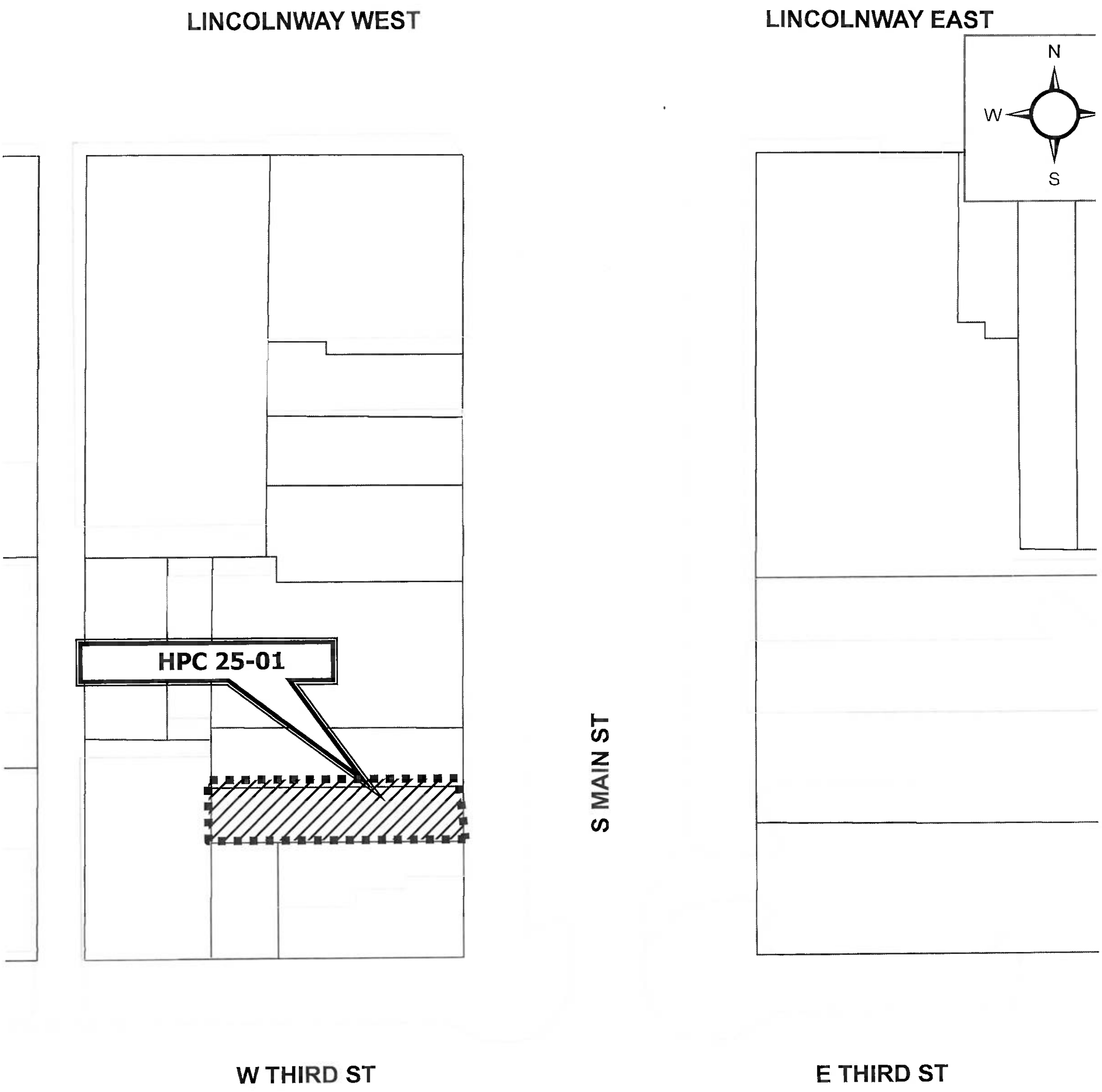
The purpose of designating historic districts is to preserve and protect building tha significantly represent the historical and architectural development of the City and g any interested persons or organizations the opportunity to preserve these buildings

With historic preservation as the primary goal of local designation, demolition of buildings is highly inappropriate.

Once a structure has been demolished, it is often a long period of time before any ir structure is put in its place; it might never occur. The gap in the streetscape that exis after an historic building has been demolished will have a long term and negative eff on the neighborhood as a whole. This negative influence could grow and cause prope values to decline and further demolition to occur. Respectful rehabilitation, rather th demolition, is always better for the neighborhood.

EXHIBIT D

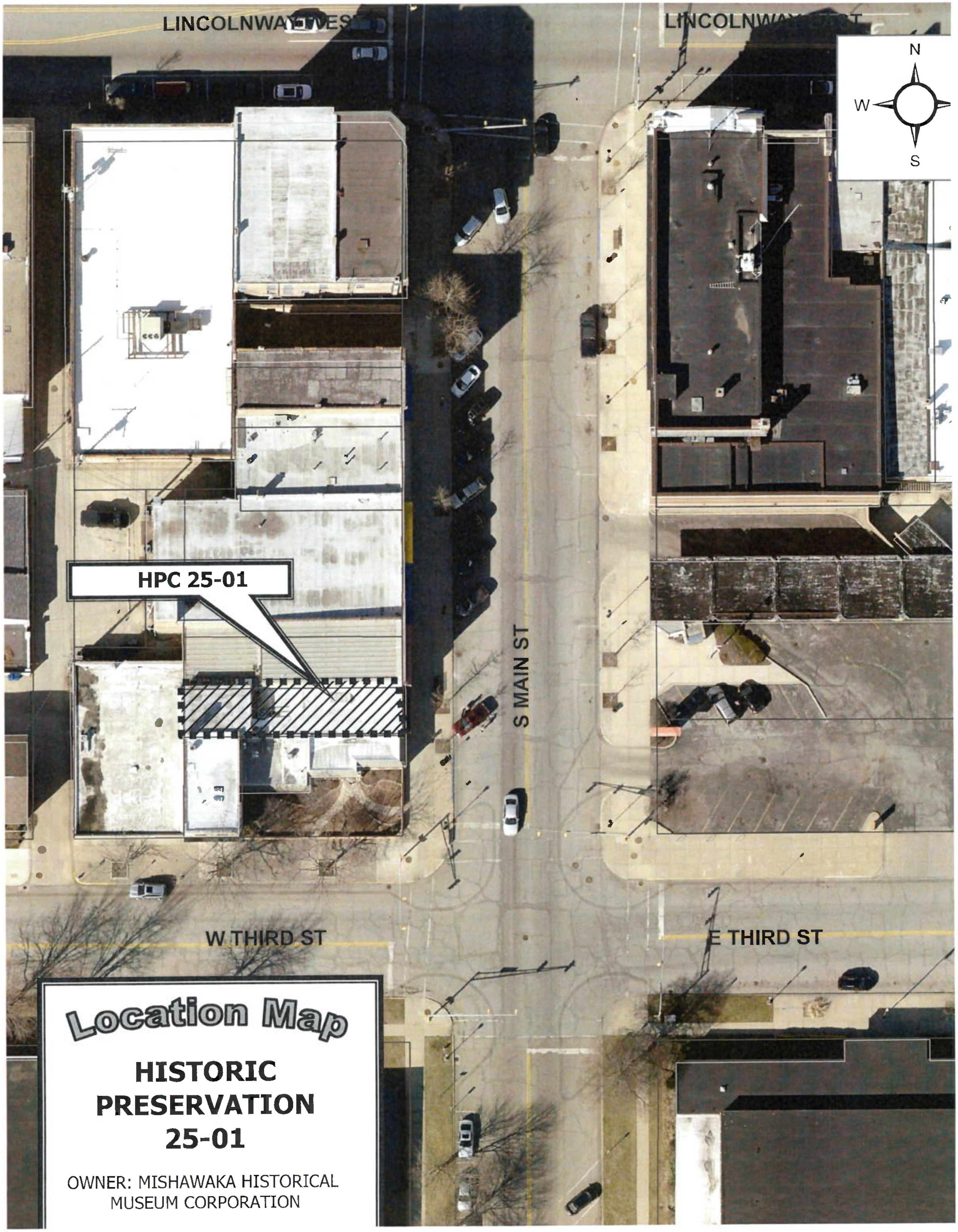
Aerial View/ Location of Property



Location Map

HISTORIC PRESERVATION 25-01

OWNER: MISHAWAKA HISTORICAL MUSEUM CORPORATION


N
W
S
HPC 25-01
S MAIN ST
W THIRD ST
E THIRD ST
Location Map
HISTORIC
PRESERVATION
25-01
OWNER: MISHAWAKA HISTORICAL
MUSEUM CORPORATION

PROPOSED ORDINANCE NO. 2025-15
ORDINANCE NO. _________

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, AUTHORIZING PAYMENTS IN LIEU OF TAXES

(STONELEAF RESERVE, LP)

WHEREAS, the City of Mishawaka, Indiana (the "City") is a duly organized municipal corporation and political subdivision under the laws of the State of Indiana, and the Common Council of the City is the legislative body of the City (the "Common Council"); and

WHEREAS, Stoneleaf Reserve, LP (the "Owner") has confirmed to the City that the Owner will develop, own, and operate an affordable rental senior apartment facility on the +/- 7.52 acre site located at 15503 Douglas Road, Mishawaka, Indiana and identified as Parcel Number 030-1012-0174 in the St. Joseph County Assessor's records which real estate is legally described on Exhibit A attached hereto (the "Property"), and known as Stoneleaf Reserve (the "Project"); and

WHEREAS, the Project will be developed, constructed, and operated for the purpose of providing housing to income eligible persons under the federal low-income housing tax credit program in 26 U.S.C. § 42; and

WHEREAS, the Project will be subject to an extended use agreement under 26 U.S.C. § 42 (the "Extended Use Agreement") as administered by the Indiana Housing and Community Development Authority ("IHCDA") for a period of at least forty (40) years; and

WHEREAS, pursuant to the Extended Use Agreement, the Project will be permitted to make available and to rent to residents who are at least 55 years of age and whose incomes average sixty percent 60% or less of the applicable area median income; and

WHEREAS, pursuant to the Extended Use Agreement, the Project will be limited to charging rents as determined in accordance with the IHCDA Extended Use Agreement and from-time-to time by the United States Department of Housing and Urban Development (the "Restricted Rents"); and

WHEREAS, the Owner qualifies as a "property owner" under I.C. 36-1-8-14.3(d); and

WHEREAS, the Owner has agreed to make certain payments in lieu of taxes (each payment, a "PILOT", and collectively, the "PILOTs"), and the City and Owner desire to document that agreement in a written agreement (the "PILOT Agreement"); and

WHEREAS, the City is authorized to enter into the PILOT Agreement pursuant to I.C. 36-1-8-14.3 *et seq.*; and

WHEREAS, pursuant to I.C. 36-1-8-14.3(e), subject to the approval of a property owner, the governing body of a political subdivision may adopt an ordinance to require the property owner to pay PILOTs at times set forth in the ordinance with respect to property that is subject to an exemption under I.C. 6-1.1-10-16.7; and

WHEREAS, pursuant to I.C. 6-1.1-10-16.7, for assessment dates after December 31, 2021, all or part of property is exempt from property taxation if the owner of the property has entered into an agreement to make payments in lieu of taxes under I.C. 36-1-8-14.3; and

WHEREAS, the PILOTs must be calculated so that the PILOTs are in an amount that is: (1) agreed upon by the property owner and the governing body of the political subdivision; (2) a percentage of the property taxes that would have been levied by the governing body for the political subdivision upon the property if the property were not subject to an exemption from property taxation; and (3) not more than the amount of property taxes that would have been levied by the governing body for the political subdivision upon the property if the property were not subject to an exemption from property taxation; and

WHEREAS, the form of PILOT Agreement is attached to this Ordinance as Exhibit B;

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Mishawaka, Indiana, as follows:

Section 1. The above recitals are incorporated herein by reference as though set forth fully herein below.

Section 2. As more specifically provided in accordance with the form of PILOT Agreement, the Common Council hereby approves PILOTs for the Property in annual sums as follows:

Year 1	$ 102,838.00
Year 2	$ 104,894.76
Year 3	$ 106,992.66
Year 4	$ 109,132.51
Year 5	$ 111,315.16
Year 6	$ 113,541.46
Year 7	$ 115,812.29
Year 8	$ 118,128.54
Year 9	$ 120,491.11
Year 10	$ 122,900.93
Year 11	$ 125,358.95
Year 12	$ 127,866.13
Year 13	$ 130,423.45
Year 14	$ 133,031.92
Year 15	$ 135,692.56
Year 16	$ 138,406.41
Year 17	$ 141,174.54

Year 18	$ 143,998.03
Year 19	$ 146,877.99
Year 20	$ 149,815.55

Section 3. The Common Council hereby authorizes and approves the form of the PILOT Agreement and authorizes its execution and delivery by the Mayor on behalf of the City substantially in the form attached hereto and incorporated herein by reference as Exhibit B, all for the purposes contemplated herein.

Section 4. The City Clerk is hereby directed to record an executed copy of this Ordinance, as approved, and a copy of the executed PILOT Agreement with the St. Joseph County Recorder's Office and file the recorded Ordinance and PILOT Agreement with the City Clerk's Office, the St. Joseph County Assessor's Office, the St. Joseph County Auditor's Office, and the St. Joseph County Treasurer's Office.

Section 5. The Common Council hereby requests, authorizes, and directs the Mayor, Common Council President, Controller and the City Clerk, and all official officers, members, employees, and agents of the City, and each of them, for and on behalf of the City, to negotiate, prepare, execute, and deliver any and all other instruments, letters, certificates, agreements, and documents as are determined to be necessary or appropriate to consummate the transactions contemplated by this Ordinance, and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements, and documents necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the City, the full performance and satisfaction of which by the City is hereby authorized and directed.

Section 6. This Ordinance shall be in full force and effect from and after its adoption and the procedures required by law. This Ordinance remains in full force and effect until repealed or modified by the Common Council, subject to the approval of the Owner.

[*Remainder of page intentionally blank.*]

PASSED AND ADOPTED BY THE COMMON COUNCIL of the City of Mishawaka, Indiana, on this _____ day of ________________, 2025.

____
Gregg A. Hixenbaugh, Presiding Officer

ATTEST:

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

PRESENTED to the Mayor of the City of Mishawaka, Indiana, this ____ day of ______________, 2025, at ____________ o'clock, _____.M.

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

APPROVED, this _____ day of _______________, 2025, ___________, o'clock, ____.M.

____
David A. Wood, Mayor

EXHIBIT A

Property

Real estate in St. Joseph County, in the State of Indiana, described as follows:

Part of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 27, Township 38 North, Range 3 East and more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter (1/4) of said Section 27;

Thence North 1160 feet;

Thence East 300.41 feet;

Thence South 1160 feet to the South line of the Southeast Quarter (1/4) of said Section 27;

Thence West and along said South line 300.41 feet to the place of beginning EXCEPTING therefrom the following:

Beginning at the Southeast corner of the above described tract;

Thence North 150 feet; thence West 100 feet;

Thence South 150 feet; thence East 100 feet to the place of beginning.

LESS AND EXCEPT the following premises conveyed to St. Joseph County, Indiana by Deed, recorded November 18, 2003, as Instrument No. 373957, and described as follows:

A parcel of land located in the Southeast Quarter of Section 27, Township 38 North, Range 3 East of the Second Principal Meridian in Harris Township, St. Joseph County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southeast quarter of Section 27;

Thence North 00 degrees 07 minutes 16 seconds West (basis of bearings) on the West line of the Southeast Quarter of Section 27, a distance of 20 feet to the point of beginning;

Thence North 00 degrees 07 minutes 16 seconds West on said West line, a distance of 20 feet;

Thence South 89 degrees 57 minutes 53 seconds East, parallel with the South line of the Southeast Quarter Section 27 on the North proposed right-of-way line of Douglas Road, a distance of 200.58 feet;

Thence South 00 degrees 06 minutes 44 seconds West, a distance of 20 feet to the North existing right-of-way of Douglas Road;

Thence North 89 degrees 57 minutes 53 seconds West, parallel with the South line of the Southeast Quarter of Section 27 on the North existing right-of-way of Douglas Road, a distance of 200.50 feet to the place of beginning.

Parcel contains 0.09 acres more or less.

EXHIBIT B

Form of PILOT Agreement

(See Attached)

Parcel Identification No.: 030-1012-0174

PILOT AGREEMENT

THIS PILOT AGREEMENT (this "PILOT Agreement") is entered into to be effective as of this ___ day of ____________, 2025, (the "Effective Date"), by and among the CITY OF MISHAWAKA, INDIANA, a municipal corporation and political subdivision of the State of Indiana (the "City"), and STONELEAF RESERVE, LP, an Indiana limited partnership (the "Owner," with each of the City and the Owner sometimes being individually referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the City is a duly organized municipal corporation and political subdivision under the laws of the State of Indiana, and the Common Council of the City is the legislative body of the City (the "Common Council");

WHEREAS, the general partner of the Owner is Stoneleaf Reserve GP, LLC, an Indiana limited liability company (the "General Partner");

WHEREAS, the Owner has confirmed to the City that the Owner will develop, own, and operate an affordable rental senior apartment facility on the +/- 7.52 acre site located at 15503 Douglas Road, Mishawaka, Indiana and identified as Parcel Number 030-1012-0174 in the St. Joseph County Assessor's records which real estate is legally described on **Exhibit A** attached to and made a part of this PILOT Agreement (the "Property"), and known as Stoneleaf Reserve (the "Project");

WHEREAS, the Project will provide affordable housing to low-income seniors ages 55 and older;

WHEREAS, the Project will be financed utilizing federal low-income housing tax credits and tax-exempt bonds under the federal low-income housing tax credit program described in 26 U.S.C. § 42;

WHEREAS, the Project will be subject to an extended use agreement which is described in 26 U.S.C. § 42 (the "Extended Use Agreement") as administered by the Indiana Housing and Community Development Authority (the "IHCDA") for a period of at least forty (40) years;

WHEREAS, pursuant to 26 U.S.C. § 42 and the Extended Use Agreement, the Project will be permitted to make available and to rent to residents who are at least 55 years of age and whose incomes average sixty percent 60% or less of the applicable area median income (the "Restricted Residents");

WHEREAS, pursuant to 26 U.S.C. § 42 and the Extended Use Agreement, the Project will be limited to charging rents as determined, from time-to-time by the United Stated Department of Housing and Urban Development (the "Restricted Rents");

WHEREAS, since the Project will constitute property described in 26 U.S.C. § 42, the Project will be subject to the Extended Use Agreement, and the Parties have entered into this PILOT Agreement, the Owner qualifies as a "property owner" under Indiana Code § 36-1-8-14.3(d);

WHEREAS, the Owner has agreed to make certain payments-in-lieu-of-taxes as set forth in this PILOT Agreement;

WHEREAS, the City is authorized to enter into this PILOT Agreement pursuant to Indiana Code § 36-1-8-14.3 *et seq.*; and

WHEREAS, in order to provide for the successful development, financing and operation of the Project, the Owner and the City are entering into this PILOT Agreement, which the City represents has been ratified by the Common Council.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

Section 1. **<u>Owner Compliance</u>**.

Section 1.1 (a) Owner acknowledges that in order to qualify for property tax exemption for the Property under Indiana Code § 6-1.1-10-16.7, the Project must be in compliance with the requirements of § 6-1.1-10-16.7.

(b) Owner further acknowledges that:

(i) the mere execution of this PILOT Agreement does not confer any property tax exemption on the Property under Indiana Code § 6-1.1-10-16.7;

(ii) in order to obtain any such property tax exemption or partial exemption under Indiana Code § 6-1.1-10-16.7, the Owner must timely file its property tax exemption application, including renewal applications, if any are required, with the St. Joseph County Assessor requesting an exemption pursuant to Indiana Code § 6-1.1-10-16.7 from Owner's obligation to pay all or any portion of its real and personal property taxes on the Property; and

(iii) the Owner must meet its burden of proof under Indiana law pursuant to the normal application and determination process applicable to Indiana Code § 6-1.1-10-16.7 to qualify for and receive such exemption.

Section 2. <u>Payment In Lieu of Taxes</u>.

Section 2.1. The Owner has agreed to make payments in lieu of taxes as described herein in consideration of the cooperation and support of the City for successful development, financing and operation of the Project, which includes, but is not limited to, the public promotion and support for the Project. The annual amount payable by the Owner to the City hereunder (the "Annual in Lieu of Amount") shall be in the annual sums as follows:

Year 1	$ 102,838.00
Year 2	$ 104,894.76
Year 3	$ 106,992.66
Year 4	$ 109,132.51
Year 5	$ 111,315.16
Year 6	$ 113,541.46
Year 7	$ 115,812.29
Year 8	$ 118,128.54
Year 9	$ 120,491.11
Year 10	$ 122,900.93
Year 11	$ 125,358.95
Year 12	$ 127,866.13
Year 13	$ 130,423.45
Year 14	$ 133,031.92
Year 15	$ 135,692.56
Year 16	$ 138,406.41
Year 17	$ 141,174.54
Year 18	$ 143,998.03
Year 19	$ 146,877.99
Year 20	$ 149,815.55

(b) The Annual in Lieu of Amount has been negotiated between the City and the Owner in accordance with Indiana Code § 36-1-8-14.3(f), and by specifically taking into account the applicable provisions of Indiana Code § 6-1.1-4-40, Indiana Code § 6-1.1-4-41, and Indiana Code § 6-1.1-10-16.

Section 2.2. The Annual in Lieu Amount payable by Owner with respect to the Property shall be imposed as property taxes and payable in two equal installments due and payable on or before May 10 and November 10 of each successive calendar year, with the initial installment of the payment becoming due and payable on or before May 10, 2028 or the May 10 of the year following the Project's final building receiving its Certificate of Occupancy (the "C of O") from the City, whichever is later (each payment, a "PILOT", and collectively, the "PILOTs"). Upon receipt by the Owner of an Annual In Lieu Amount bill from the Controller of the City, the Owner shall remit its semi-annual PILOT to the City at the Office of the Controller on or before each installment due date. Subject to Section 2.4, the aggregate annual amount of each year's semi-annual PILOT shall not exceed the Annual in Lieu of Amount.

Section 2.3. The obligation of the Owner to pay the Annual In Lieu of Amounts shall be subordinate to the obligations of the Owner with respect to the Owner's obligation to make debt service payments on any financing which may now or in the future be secured by a mortgage on the Property. The City agrees to execute whatever documents any lender to the Owner now or in the future may require which are commercially reasonable in order to confirm the foregoing subordination.

Section 2.4. The City shall have the right to enforce the payment of all PILOTs when due, including all penalties, costs, and expenses imposed under Indiana Code § 6-1.1-22-1, *et. seq.,* and Indiana Code § 6-1.1-37-1 or any statute which amends or replaces them for delinquent PILOTs, in the same manner as the City enforces the obligations of non-exempt taxpayers.

Section 2.5. Up until the initial installment of the PILOT as outlined in Section 2.2, during such period in which the Property will be under construction, Owner shall pay property taxes in an annual amount not less than the current annual property taxes payable for the Property as of the Effective Date.

Section 3 Term.

Section 3.1. Except as otherwise provided in Section 4, the PILOT Agreement and applicable PILOTs required hereunder shall continue for a period of twenty (20) years beginning with the initial year that a PILOT is made by the Owner to the City (the "Initial Term"). The Initial Term may be extended by a mutual, written agreement of the Parties.

Section 4. Termination.

Section 4.1. City or Owner may terminate this PILOT Agreement at any time upon a material breach of this PILOT Agreement or failure to perform any term of this PILOT Agreement by the other, unless such material breach or failure is cured within thirty (30) days after written notice is given to the party in material breach; provided, however, that if any such claimed material breach or failure is of a nature that it cannot be cured within thirty (30) days, a non-breaching party shall not have the right to terminate this PILOT Agreement as long as the party in material breach is diligently pursuing appropriate action to cure the material breach within a total of forty-five (45) days or failure if such action was commenced within thirty (30) days after the giving of notice of the material breach or failure.

Section 4.2. Neither City or Owner shall have any further obligations hereunder except for those obligations accruing prior to the date of termination and those post-termination obligations enumerated in this PILOT Agreement.

Section 5. General Provisions.

Section 5.1. Conditions Precedent to Agreement. Notwithstanding any other provision herein, this Agreement shall be conditioned upon:

(a) the Owner having legal title to the Property; and

(b) the Owner executing and recording the Extended Use Agreement providing for a term of at least forty (40) years.

Section 5.2. **Captions; Incorporation and Exhibit**. The captions and headings of various Sections and Exhibits referenced herein are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof. Notwithstanding the foregoing, each of the Recitals and the Exhibits referenced herein are incorporated and expressly made a part hereof.

Section 5.3. **Entire Agreement**. This PILOT Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and all prior discussions, negotiations, and document drafts are merged herein.

Section 5.4. **Notices**. Any notice, demand, request, or other communication which any Party hereto may be required or may desire to give hereunder shall be in writing, addressed as follows and shall be deemed to have been properly given if hand delivered (effective upon delivery), if sent by reputable overnight courier, charges prepaid (effective the business day following delivery to such courier):

If to Owner:

Stoneleaf Reserve. L.P.
c/o Stoneleaf Reserve GP, LLC
310 E. 96th Street, Suite 400
Indianapolis, IN 46240
Attention: Jeffrey L. Kittle

With a copy to: TBD

If to City:

City of Mishawaka, Indiana
Mishawaka City Hall
100 Lincolnway West
Mishawaka, Indiana 46544
Attn: City Clerk

With a copy to:

City of Mishawaka, Indiana
Mishawaka City Hall
100 Lincolnway West
Mishawaka, Indiana 46544
Attn: Corporation Counsel

or at such other address as the Party to be served with notice may have furnished in writing to the Party seeking or desiring to serve notice as a place for the service of notice. Notices given in any other manner shall be deemed effective only upon receipt.

Section 5.5. Modification, Amendment, or Waiver. No modification, waiver, amendment, discharge, or change of this PILOT Agreement shall be valid unless the same is in writing and signed by all Parties.

Section 5.6. Governing Law. This PILOT Agreement shall be governed by and construed under the laws of the State of Indiana. Suit, if any, shall be brought in St. Joseph County, Indiana.

Section 5.7. Execution in Counterparts. This PILOT Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5.8. Severability. If any provision of this PILOT Agreement is determined by a court having jurisdiction to be illegal, invalid, or unenforceable under any present or future law, the remainder of this PILOT Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid, and enforceable.

Section 5.9. No Joint Venture. Nothing contained in this PILOT Agreement will be construed to constitute Owner as a joint venturer with City or to constitute a partnership between Owner and City.

Section 5.10. Construction. The Parties acknowledge that each Party and each Party's counsel have reviewed and revised this PILOT Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this PILOT Agreement or any amendments or schedules hereto.

Section 5.11. Authorization. The persons executing and delivering this PILOT Agreement on behalf of the Parties hereto represent and warrant to the other Party that such person is duly authorized to act for and on behalf of said Party and execute and deliver this PILOT Agreement in such capacity as is indicated below.

Section 5.12. Assignment/Successor. This PILOT Agreement shall be binding upon the City and Owner, and all successor, grantees, or assignees of Owner with respect to the Property (or any portion thereof) which would otherwise be entitled to claim an exemption for real and personal property taxes imposed on the Property.

Section 5.13. Recording. The City will cause, at Owner's expense, this PILOT Agreement, and any other instruments of further assurance to be promptly recorded, filed, and registered, and at all times to be recorded, filed, and registered, in such manner and in such places as may be required by law to preserve and protect fully the rights of the City hereunder as to all of the mortgaged property.

Section 5.14 **Incorporation of Recitals**. The recitals contained in this PILOT Agreement are incorporated into the operative provisions of this PILOT Agreement as if separately restated and are true and correct.

* * * * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Parties have caused the execution of this PILOT Agreement by their duly authorized representatives as of the day, month, and year first above written, but to be effective as of the Effective Date.

CITY OF MISHAWAKA, INDIANA

____
David A. Wood, Mayor of the City of
Mishawaka, Indiana

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

Before me, a Notary Public, in and for said County and State, personally appeared David A. Wood, in his capacity as the Mayor, acting for and behalf of the City of Mishawaka, Indiana, and who, having been duly sworn, stated that any and all representations and warranties contained therein are true and correct in all material respects.

Witness my hand and Notarial Seal this ___ day of _______________, 202__.

____
Notary Public

____
Printed Name

My Commission Expires:

____

My County of Residence:

____

[EXECUTIONS CONTINUED ON FOLLOWING PAGE]

OWNER:

STONELEAF RESERVE, LP, an Indiana limited partnership

By:Stoneleaf Reserve GP, LLC, an Indiana limited liability company, its General Partner

By: ___________________________
Jeffrey L. Kittle, Manager

STATE OF INDIANA)
) SS:
COUNTY OF __________)

Before me, a Notary Public, in and for said County and State, personally appeared Jeffrey L. Kittle in his capacity as the Manager of Stoneleaf Reserve GP, LLC, an Indiana limited liability company, the General Partner of Stoneleaf Reserve, LP, an Indiana limited partnership, who acknowledged the execution of the foregoing instrument as such Manager acting for and on behalf of said limited liability company and limited partnership and who, having been duly sworn, stated that any and all representations and warranties contained therein are true and correct in all material respects.

Witness my hand and Notarial Seal this ___ day of ________________, 202__.

____
Notary Public

____
Printed Name

My Commission Expires:

____

My County of Residence:

____

Prepared by and return after recording to: Thomas M. Everett, Esq., Barnes & Thornburg LLP, 201 S. Main Street, Suite 400, South Bend, IN 46601

I affirm under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Thomas M. Everett

EXHIBIT A

The Land referred to herein below is situated in the County of St. Joseph, State of Indiana, and is described as follows:

Real estate in St. Joseph County, in the State of Indiana, described as follows:

Part of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 27, Township 38 North, Range 3 East and more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter (1/4) of said Section 27;

Thence North 1160 feet;

Thence East 300.41 feet;

Thence South 1160 feet to the South line of the Southeast Quarter (1/4) of said Section 27;

Thence West and along said South line 300.41 feet to the place of beginning EXCEPTING therefrom the following:

Beginning at the Southeast corner of the above described tract;

Thence North 150 feet; thence West 100 feet;

Thence South 150 feet; thence East 100 feet to the place of beginning.

LESS AND EXCEPT the following premises conveyed to St. Joseph County, Indiana by Deed, recorded November 18, 2003, as Instrument No. 373957, and described as follows:

A parcel of land located in the Southeast Quarter of Section 27, Township 38 North, Range 3 East of the Second Principal Meridian in Harris Township, St. Joseph County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southeast quarter of Section 27;

Thence North 00 degrees 07 minutes 16 seconds West (basis of bearings) on the West line of the Southeast Quarter of Section 27, a distance of 20 feet to the point of beginning;

Thence North 00 degrees 07 minutes 16 seconds West on said West line, a distance of 20 feet;

Thence South 89 degrees 57 minutes 53 seconds East, parallel with the South line of the Southeast Quarter Section 27 on the North proposed right-of-way line of Douglas Road, a distance of 200.58 feet;

Thence South 00 degrees 06 minutes 44 seconds West, a distance of 20 feet to the North existing right-of-way of Douglas Road;

Thence North 89 degrees 57 minutes 53 seconds West, parallel with the South line of the Southeast Quarter of Section 27 on the North existing right-of-way of Douglas Road, a distance of 200.50 feet to the place of beginning.

Parcel contains 0.09 acres more or less.

Deborah S. Block, IAMC, MMC

JUN 0 6 2025

City Clerk
Mishawaka, IN

RESOLUTION NO. 2025-17
Miscellaneous Property Acquisitions
3 vacant parcels- 900 Block South Union Street

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, ADDING PARCELS TO THE CITY'S PROPERTY ACQUISITION LIST ASSOCIATED WITH A PREVIOUSLY APPROVED COMMON COUNCIL RESOLUTION 2014-07 WHICH APPROVED AN ORDER OF THE CITY OF MISHAWAKA PLAN COMMISSION APPROVING A CERTAIN DECLARATORY RESOLUTION, AN AMENDMENT TO THE BOUNDARIES OF THE NORTHWEST AREA IMPROVEMENT PROJECT, CONSOLIDATION OF THE SOUTHSIDE ECONOMIC DEVELOPMENT AREA AND THE NORTHWEST IMPROVEMENT PROJECT INTO ONE CONSOLIDATED AREA IMPROVEMENT PROJECT, AND AN AMENDMENT TO THE ECONOMIC DEVELOPMENT PLAN FOR THE CONSOLIDATED AREA IMPROVEMENT PROJECT ADOPTED BY THE CITY OF MISHAWAKA REDEVELOPMENT COMMISSION

WHEREAS, on February 24, 2014, the City of Mishawaka Redevelopment Commission (the "Commission") approved and adopted its Resolution No. 2014-03 entitled "Resolution of the City of Mishawaka Redevelopment Commission Designating and Declaring Certain Areas as Economic Development Areas, Amending the Boundaries of the Northwest Area Improvement Project, Consolidating the Southside Economic Development Area and the Northwest Area Improvement Project Into One Area, And Amending the Economic Development Plan for the Consolidated Area Improvement Project" (the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution (i) designated and declared certain areas within the City of Mishawaka, Indiana (the "City") to be economic development areas (the "Expansion Areas") for purposes of tax increment financing pursuant to Section 39 of Indiana Code 36-7-14 (the "Act") to expand the existing Northwest Area Improvement Project (the "Northwest Area"); (ii) removed certain parcels from the Northwest Area; (iii) consolidated the Southside Economic Development Area (the "Southside Area") and the Northwest Area into one area (to be known as the Consolidated Area Improvement Project) (the "Consolidated Area"); and (iv) approved an amendment (the "Plan Amendment") to the Economic Development Plan for the Northwest Area (the "Economic Development Plan") to provide for such Economic Development as amended to serve as the economic development plan for the Consolidated Area Improvement Project (as amended by the Plan Amendment shall hereinafter be referred to as the "Economic Development Plan"); and

WHEREAS, on March 11, 2014, the City of Mishawaka Plan Commission (the "Plan Commission") adopted and approved its resolution 2014-01, determining that the Declaratory Resolution and the Economic Development Plan, as amended by the Plan Amendment, conform to the plan of development for the City and approving, ratifying and confirming the Declaratory Resolution and the Economic Development Plan, as amended by the

Plan Amendment, and designated such resolution as the written order of the Plan Commission approving the Declaratory Resolution and the Economic Development Plan, as amended by the Plan Amendment, as required by Section 16 of the Act (the "Plan Commission Order"); and

WHEREAS, Section 16 of the Act prohibits the Commission from proceeding until the Plan Commission Order is approved by the legislative body of the City; and

WHEREAS, the Common Council of the City (the "Common Council") previously approved the Plan Commission Order by Common Council Resolution 2014-07; and

WHEREAS, as part of the previous approval various public improvement projects were listed as part of the Economic Development Plan; and

WHEREAS, a number of those projects including the acquisition of properties necessary for the future widening Union Street in the area improvement project were included in the economic development plan; and

WHEREAS, the Administration is asking the legislative body for its review and approval of adding certain properties to the City's acquisition list to implement a portion of these projects; and

WHEREAS, the description of the property that is proposed to be added is as follows:

- ***Vacant Land: Lot Numbered Three (3). Identified by Tax Key # 16-1134-5286, Lot Number Four (4), Identified by Tax Key # 16-1134-5288, and Lot Number Five (5) Identified by Tax Key # 16-1134-5290 as shown on the Legal TOWLES 1ST BLK 1A Section/Plat. City of Mishawaka, St. Joseph County, Indiana 46544***

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Mishawaka, Indiana, as follows:

1. The referenced parcels are hereby added to the City's acquisition list as part of the consolidated area improvement projects

2. This Resolution shall be in full force and effect from and after its passage by the Common Council.

Passed and adopted at a meeting of the Common Council of the City of Mishawaka, Indiana, held on June 16, 2025.

COMMON COUNCIL OF THE
CITY OF MISHAWAKA, INDIANA

____
Gregg Hixenbaugh, President

ATTEST:

____
Deborah S. Block
Clerk of the City of Mishawaka, Indiana

Presented by me to the Mayor of the City of Mishawaka, Indiana, on the ______ day of June ______, 2025, at the hour of _______ ____.m.

____
Deborah S. Block
Clerk of the City of Mishawaka, Indiana

This Resolution approved and signed by me on the ____ day of June, 2025, at the hour of _________ ___.m.

____
David A. Wood
Mayor of the City of Mishawaka, Indiana

Location Map- 3 vacant Parcels- 900 Block South Union Street

ORIGINAL

BUY AND SELL AGREEMENT

THIS AGREEMENT made and entered into as of the 4th day of June 2025 by and between Venessa Frias, hereinafter referred to as "Seller", and **CITY OF MISHAWAKA**, acting by and through its Redevelopment Commission, hereinafter referred to as "Buyer", All of St. Joseph County, State of Indiana,

WITNESSETH THAT:

The Seller promises and agrees to sell and convey to the Buyer, and the Buyer promises and agrees to purchase of and from the Seller, for the sum of **Fifty Thousand dollars ($50,000)**, the VL-located at **Union & E. Eleven Street.**, City of Mishawaka, 46544 St. Joseph County, Indiana, more particularly described as follows:

Vacant Land: Lot Numbered Three (3). Identified by Tax Key # 16-1134-5286, Lot Number Four (4), Identified by Tax Key # 16-1134-5288, and Lot Number Five (5) Identified by Tax Key # 16-1134-5290 as shown on the Legal TOWLES 1ST BLK 1A Section/Plat. City of Mishawaka, St. Joseph County, Indiana 46544

This purchase is contingent on the following:

1. Upon the Seller's approval of his agreement, the Buyer will order two appraisals of the properties. If the average of the two property appraisals is equal to or greater than $50,000, the purchase price shall be $50,000, If the average of the two appraisals is below $50,000, the purchase price may be the average of the two property appraisals if approved by the Seller, or other price as negotiated and agreed to by both the Buyer and Seller.

2. As a public entity, the Buyer is subject to specific purchasing laws identified by the Indiana Code. This includes adding this property to an official acquisition list that requires the approval of the Common Council of the City of Mishawaka.

3. Unless mutually agreed to prior to closing, Seller shall remove any items, material, or debris stored on the property, and properly dispose of any chemicals or materials in accordance with applicable laws and restrictions.

Subject to and upon the terms and conditions hereinafter set forth:

1. Buyer shall obtain, at Buyer's expense, a commitment for the purchase price Owner's Policy of Title Insurance in which the title insurance company shall agree to insure merchantable title in the name of the Buyer after delivery of a Deed to Buyer from Seller. Any defects in title which tend to render the same un-merchantable shall be submitted by the Buyer to the Seller in writing and the Seller shall be given reasonable time to correct the same. If the Seller shall fail or refuse to cause such defects to be corrected, Buyer shall have the option of accepting title subject to defects, or of terminating this Agreement.

2. After the title to the described real estate has been approved by the Buyer, and upon payment of the balance of the purchase price by the Buyer to the Seller, the Seller shall execute and deliver a Warranty Deed conveying the real estate above described to the Buyer, free and clear of all liens and encumbrances, except as provided herein, and subject to all covenants, restrictions, easements, and zoning ordinances of record.

3. It is understood and agreed by the parties hereto that Buyer is purchasing the real estate and personnel property covered by this agreement in an "as is" condition and that Seller has made no guarantees or warranties, expressed or implied, concerning said personal property, real estate, or any improvements thereon.

4. Pending the timely delivery of the aforementioned appraisals, this Transaction shall be closed as soon as possible following the execution of the agreement, but no later than the **31st day of July 2025.** This time may be moved up or back by mutual agreement of both the Buyer and the Seller.

5. Seller shall deliver possession of the real estate above described to the Buyer at the time of closing. The Seller has identified that no tenants are currently residing on the property. Furthermore, the Seller agrees to deliver possession to the buyer with no tenants occupying the premises nor with any tenants holding any lease hold interest in the property. The Buyer shall be permitted to inspect the premises on the day of closing to insure the property is not occupied.

6. Risk of loss or damage to any improvements located upon the real estate above described shall remain with the Seller until the time of delivery of the Warranty Deed conveying title from Seller to Buyer and possession of the premises by Buyer.

7. Seller acknowledges that because Federal Funds may be used by the Buyer in the purchase of the subject property that the sale on behalf of the Seller is voluntary. Seller further acknowledges that the Buyer will not use the power of eminent domain to acquire the property. Seller acknowledges that the estimate of the fair market value of the property is $50,000. Seller further acknowledges that since the purchase is a voluntary, arm's length transaction, Seller would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation.

8. Seller shall pay any unpaid taxes and assessments for prior years. Taxes for the year 2025, payable in 2026, shall be prorated to the date of closing based upon the last official tax rate.

9. The covenants, agreements, and conditions herein contained shall be binding upon the parties hereto and shall also extend to and be binding upon their respective heirs, legal representatives, and assigns.

10. The seller shall assist with and provide any documentation relative to known environmental conditions on the property including but not limited to underground

tanks and other existing conditions on the property of an environmental nature. This shall include providing the buyer with any existing environmental reports such as a Phase 1 or Phase 2 environmental studies, if they exist.

11. Vendor's Affidavit. Seller shall provide Buyer with an executed Vendor's Affidavit at the Closing in form acceptable to the Title Company.

12. In addition to any other obligations assumed by the Buyer hereunder, Buyer shall pay, for deed preparation, Title Company closing fees, plus the costs associated with recording the deed.

13. Seller shall be responsible for maintaining the property until Closing and for paying for all necessary maintenance and repairs. Seller shall also maintain a proper insurance on the property until Closing, fully insuring it against loss.

14. In the event that the Seller or Buyer breaches any of the terms of this Agreement and the party not in default employs attorneys to protect or to enforce its rights hereunder and prevails, then the party in default agrees to pay all reasonable costs, attorney fees, and expenses incurred by the party not in default in enforcing the covenants and agreements contained herein.

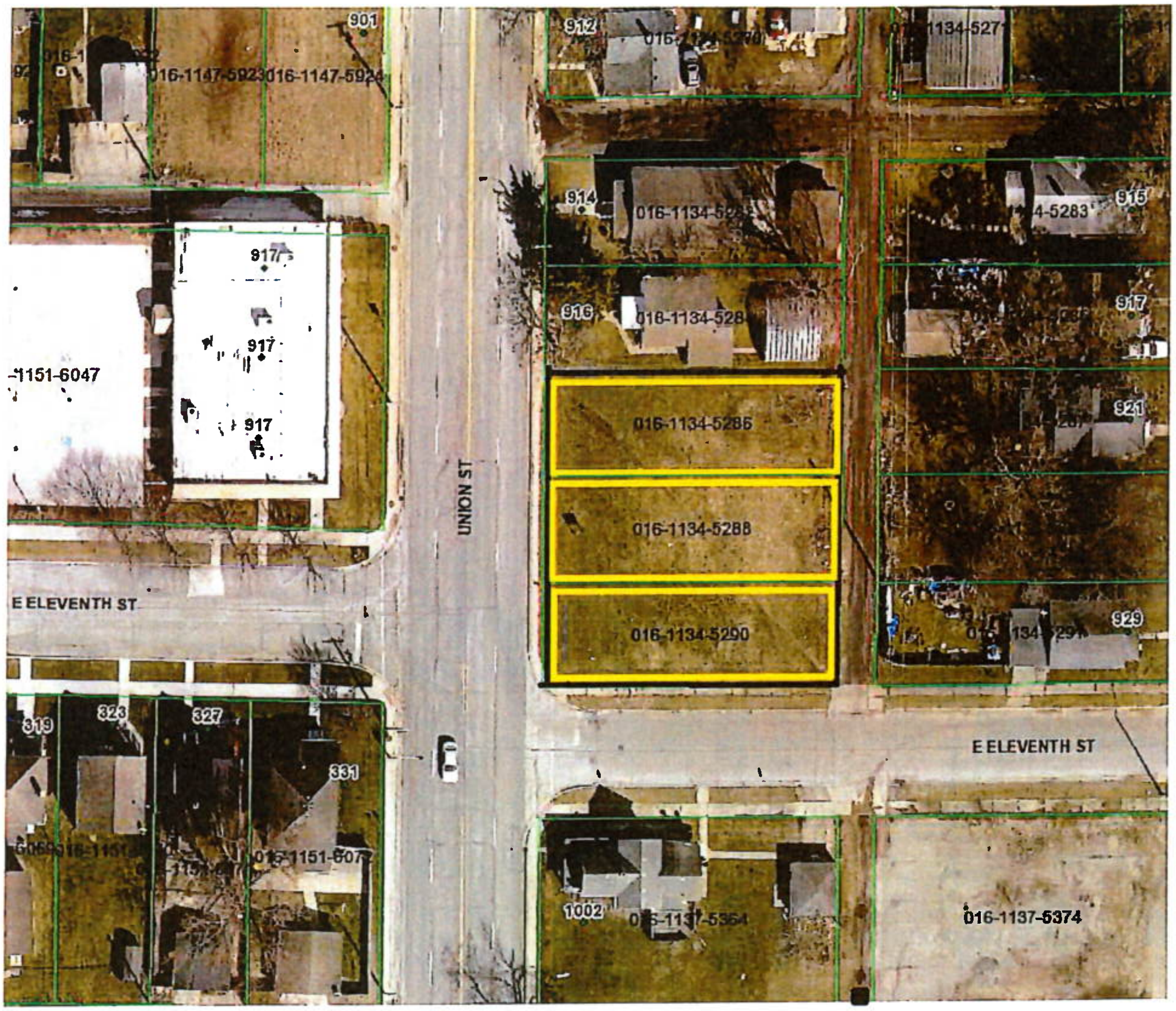
15. No modification to this Agreement shall be valid unless in writing and signed by all parties.

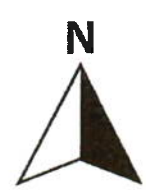
16. If any provision of this Agreement is deemed void or unenforceable, the same shall in no way impair the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

17. It is expressly agreed and understood that this Agreement contains all of the agreements of the parties and that no verbal agreements of any kind shall be binding upon the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

BUYER	SELLER
CITY OF MISHAWAKA, acting by and Through its Redevelopment Commission By:	Vanessa Frias
_______________________________ Janet Whitfield-Hyduk, President	Vanessa Frias _______________________________ Vanessa Frias
_______________________________ Kris Ermeti, Secretary	_______________________________





Location Map:

VL Union & East Eleventh Street

Outlook

Proposed Council Resolution 2025-17- Adding 3 vacant parcels 900 block South Union Street to acquisition list

From Ken Prince <kprince@mishawaka.in.gov>
Date Fri 6/6/2025 9:55 AM
To Deb Block <dblock@mishawaka.in.gov>; Raven S. Boston <rboston@mishawaka.in.gov>; Michael Hixenbaugh <mhixenbaugh@mishawaka.in.gov>
Cc DL-Council <DL-Council@mishawaka.in.gov>; David A. Wood <dwood@mishawaka.in.gov>; Roger Shields <rshields@mishawaka.in.gov>

2 attachments (5 MB)

Resolution 2025-17 Common Council Acquisition 3 vacant parcels 900 block South Union Street.doc; Buy-Sell VL Union & E. Eleven St. signed by Venessa Frias dated 6-04-2025.pdf;

Good morning,

Attached is proposed Council resolution 2025-17 concerning adding three vacant parcels located in the 900 block of south Union Street to the City's property acquisition list.

We are requesting that this item be placed on the June 16th Council Agenda.

Identical to 1216 South Union that was placed on the acquisition list in April, for the City to acquire property using TIF funds, per the Indiana Code, it must first be placed on an acquisition list that is approved by the City Council. In 2014 when the consolidated TIF underwent major modifications to include many of the main transportation routes in the City, the City made the decision to evaluate acquisitions as they are needed, rather than blindly add what would have amounted to hundreds of properties to a generic acquisition list along corridors that were anticipated to be widened or improved over time. Union Street is one of those corridors.

The three vacant lots included in the resolution are located in the 900 block of South Union Street. Specifically, the northeast corner of Eleventh and Union Street. Although this section of Union Street will likely not be needed for widening in the next 5 years, the administration is pursuing acquisition at this time because the property owner who has marketed the property as commercial for many years, recently discussed building new single family homes on the lots. Understanding that if the homes were constructed, the City would likely be forced to buy and demolish these same homes as part of a future widening project led us to ask if there was a willingness to sell the vacant property to the City at this time. Attached is the buy-sell agreement for the property that has been signed by the owner. The proposed purchase price is $50,000 for the three lots, and it is subject to the property appraising for that amount or higher per the agreement.

As we move forward, as other properties come for sale, we would like to acquire them before someone else purchases them and makes further investment. This is in an area where we know Union Street will be widened over time.

Our consolidated TIF is the source of funds that would be used if the purchase is ultimately approved. Please let me know if you have any questions regarding the potential acquisition. We appreciate your consideration. If approved by the Council, the proposed sale will be presented to the Redevelopment Commission at the end of the month.

Ken

Executive Director

City of Mishawaka
Planning and Community Development
100 Lincolnway West
Mishawaka, IN 46544
Phone- (574) 258-1625
Email- kprince@mishawaka.in.gov
Website- www.mishawaka.in.gov

RESOLUTION NO. 2025-18

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

1420 INDUSTRIAL DRIVE, MISHAWAKA, IN 46544

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

JAMIL PACKAGING CORPORATION

WHEREAS, the Common Council of the City of Mishawaka, Indiana, adopted a Declaratory Resolution which designated the area known as 1420 Industrial Drive, Mishawaka, Indiana 46544, to be an Economic Revitalization Area and Economic Development Target Area under the provisions of Indiana Code § 6-1.1-12.1-1 et seq. (the "Act"):

A lot or parcels of land described as follows:

TAX KEY #027-1027-043620 AND 027-1001-026008, AS LEGALLY DESCRIBED IN ATTACHMENT "A" TO THIS RESOLUTION AND HEREBY INCORPORATED HEREIN.

All of the above described property being located within the municipal corporation limits of the City of Mishawaka, Indiana, and

WHEREAS, notice of the adoption of a Declaratory Resolution and the public hearing before the Council has been published pursuant to Indiana Code § 6-1.1-12.1-2.5; and

WHEREAS, the Council held a public hearing for the purposes of hearing all remonstrances and objections from interested persons; and

WHEREAS, the Council has determined that the qualifications for an economic revitalization area and economic development target area have been met.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mishawaka, Indiana, as follows:

1. The Common Council hereby confirms its Declaratory Resolution designating the area described herein as an Economic Revitalization Area and Economic Development Target Area for the purposes of tax abatement. Such designations are for personal property tax abatement only and is limited to two (2) calendar years.

2. The Common Council hereby determines that the property owner is qualified for and is granted a personal property tax deduction; provided the same shall be limited to a period of three (3) years for personal property only in the following applicable deduction percentages:

Year 1:	100.00%
Year 2	66.67%
Year 3	33.33%

3. That the petition for tax abatement, and the Statement of Benefits submitted by Jamil Packaging Corporation comply with Indiana Code § 6-1.1-12.1-1 et seq. and are hereby approved and the President of the Mishawaka Common Council is hereby authorized to execute said "Statement" on behalf of the Common Council; and

4. That this determination is final except that an appeal may be taken and heard as provided under Indiana Code § 6-1.1-12.1-2-5 and subjections (d) and (e) of the Act.

The Common Council of the City of Mishawaka, Indiana hereby confirms its Declaratory Resolution designating the area described herein as an Economic Revitalization Area and Economic Development Target Area for the purposes of tax abatement.

ADOPTED by the Common Council of the City of Mishawaka, Indiana, St. Joseph County, Indiana, this 16th day of June, 2025.

____
Presiding Officer

ATTEST:

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

PRESENTED by me to the Mayor of the City of Mishawaka, Indiana, on this _____ day of June, 2025.

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

APPROVED AND SIGNED by me this _____ day of June, 2025, at _____ o'clock ____.M.

____
David A. Wood, Mayor

June 9, 2025

Woody Emmons, 1st District City Council
Matt Carroll, 2nd District City Council
Lou Ann Hazen, 3rd District City Council
Kate Voelker, 4th District City Council
Anthony Violi, 5th District City Council
Ron Banicki, 6th District City Council
Gregg Hixenbaugh, At-Large City Council
Matt Mammolenti, At-Large City Council
Lacy Hahn, At-Large City Council
Deborah Block, City Clerk

Re: Tax Abatement Request
Jamil Packaging Corporation – 1420 Industrial Drive
Confirming Resolution 2025-18

Dear Council Members and Clerk:

Attached is the Confirming Resolution for the above referenced tax abatement request for consideration at your June 16th meeting. As previously identified, the request is for a personal property tax abatement for Jamil Packaging Corporation (1420 Industrial Drive), which manufactures corrugated paper boxes, custom retail displays, and distributes shipping and packaging supplies.

Jamil Packaging, a family owned company, was founded in 1974. The firm moved to the Mishawaka location in 2002, and purchased the vacant Elco-Thermoplastics building. The firm maintains its Midwest Operations at this facility, and has its Southeast Operations located in Gallatin, Tennessee. The Council approved prior tax abatement requests in 2006, 2008, 2011, 2017, and 2019 for equipment purchases. All of the prior approved abatements were in compliance with the annual reporting requirement with the equipment installed and additional employees hired meeting or exceeding the projected increase in employment. The hometown firm has since grown dramatically and continues to strive to serve its customers and offer new and innovative products.

Declaratory Resolution 2025-15 for this abatement was approved at the June 2nd Council meeting which allowed the Clerk's office to proceed with the advertising requirements, including notification to other taxing units that would potentially be impacted by the abatement. Prior to the Council's approval of the Declaratory Resolution, the Redevelopment Commission considered and approved the tax abatement request at their May 19, 2025 meeting. This was required since the property is located within the City's TIF District.

The SB-1 form for personal property (SB-1/PP) and the City's application for tax abatement are attached for your reference and are identical to the information previously provided with the Declaratory Resolution packet. Jamil Packaging has approached the City with plans to make a capital investment of $4.85 million, including new manufacturing equipment. With this investment, Jamil will purchase a Bobst Expert DRO, AGS G3 Stacker along with conveyor. The new equipment will allow for printing on both sides of the packaging or display material. Currently, the material has to be passed through the existing machine twice. The new equipment will allow for increased capacity and production to meet customer demand and will aid in further growth of the business.

If approved, Jamil is committed to immediately ordering and beginning installation of the new manufacturing equipment with an anticipated completion by the end of October 2025. In conjunction with this tax abatement request, the firm has not requested any additional assistance from the City of Mishawaka or the State of Indiana through the Indiana Economic Development Corporation.

The Mishawaka location, which includes 179,000 square feet of manufacturing and warehousing space, currently employs 131 people (108 hourly, 23 salary). Employment has remained relatively stable slightly decreasing from 139 employees when the last tax abatement was approved in early 2019. Their total current payroll is approximately $6.8 million, which is more than $1.9 million higher than total payroll in 2019. Wages for hourly workers, excluding benefits, range from just under $16 to nearly $23 with an average blended wage for all workers of $24.32. As a direct result of this investment, Jamil estimates that an additional 9 new jobs will be created increasing total employment to 140. The hourly wage rate for the new hires, excluding benefits, is projected at $19.92. Total salaries for the new jobs are estimated at $297,783. Benefits that are available to employees include health insurance, vacation and sick leave (which are based upon length of employment), 401(k), and profit sharing plans.

As previously indicated, we recommend a three-year phase-in of the personal property taxes on the new manufacturing equipment. Furthermore, we recommend that the graduated scale of the abatement be 100% for year 1, 66% for year 2, and 33% for year 3. This was the same graduated scale as the prior abatements granted to the company, when similar investments were made in manufacturing equipment. If a three-year phase-in is granted, we estimate that the tax impact based upon the anticipated assessed value of $2.91 million for the new personal property to be minimal. However, projecting the tax impact with certainty is always difficult due to differences between the investment amount and assessed value, and fluctuations in tax rates and other unknown factors over the life of the abatement. Taxes abated over the three-year period are estimated at $174,600, while the taxes paid are estimated at $87,300. After the expiration of the abatement, projections indicate that Jamil will pay $87,300 in taxes annually for the new equipment. All of these estimates factor in the property tax cap rates for St. Joseph County.

Please contact our office if you have any questions regarding this resolution. Thank you for your consideration.

Sincerely,

Derek J. Spier, AICP
City Planner

cc: David A. Wood, Mayor & Kenneth B. Prince, FASLA

Exhibit 'A
Legal Description

A part of the West Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-two (22), Township Thirty seven (37) North, Range Three (3) East, Penn Township, City of Mishawaka, St. Joseph County, Indiana more particularly described as follows:

Beginning at a set pk nail at the East Right-of-Way line of Penz Industrial Drive and the Northwest corner of Parcel III. As Parcel III is recorded in the records of the St. Joseph County, Indiana Recorder's Office as Document Number 9341109, which is South 00°01'18" West (South 00°01'35" East Record) a distance of 834.44 feet and North 90°00'00" East (North 89°57'07" East Record) a distance of 670.45 feet from a found 1" rod at the northwest corner of the Northeast Quarter of said Section Twenty Two (22); thence South 89°51'49" East (South 89°53'09" East Record) Along the north line of saidParcel III a distance of 786.46 feet to a set five eighths (5/8) inch rebar with cap at the Northeast corner of Parcel V as Parcel V is recorded in the records of the St. Joseph County, Indiana Recorder's Office as Document Number 9341109; thence South 00°01'01" West (South 00°00'09" East Record) Along the East line of said Parcel V a distance of 487.26 feet (487.37 feet Record) to a set five-eighths (5/8) rebar with cap at the Southeast corner of Parcel V and South Line of the North Half (1/2) of the Northeast Quarter (1/4) of said section Twenty-Two (22) thence North 89°52'39" West (North 89°55'32" West Record) along the South line of said Parcel V and the South line of the North Half (1/2 of the Northeast Quarter (1/4) of said Section Twenty-Two (22) a distance of 1126.50 Feet to a set five-eighths (5/8) inch rebar with cap at the Southwest Corner of Parcel II as Parcel II is recorded in the records of the St. Joseph County, Indiana Recorder's Office as Document Number 9341109; thence North 00°01'18" East(North 00°01'35" West Record) along the West line of said Parcel II a distance of 331.10 feet to a set five-eighths (5/8) inch rebar with cap at the Northwest corner of said Parcel II; thence North 90°00'00" East (North 89°57'07" East Record) along the North line of said Parcel II a distance of 300.00 feet to a set pk nail at the West right-of-way line of Penz Industrial Drive; thence South 00°01'18" West (South 00°01'35" East Record) along said Right-of-way line and the East line of said Parcel II a distance of 3.69 Feet to a set pk nail at a point on a curve having a radius of 71.00 Feet; thence bearing left along said curve and rightof-way line an arc distance of 77.91 feet (chord bearing and distance = South 31°27'28" West 74.06 Feet) to a set five-eighths (5/8) inch rebar with cap at a point on a curve having a radius of 54.00 feet; thence bearing right along said curve and rightof-way line an arc distance of 144.08 feet (chord bearing and distance= South 13°32'36" East, 104.99 Feet) to a set five-eighths inch rebar with cap at a point on a curve having a radius of 14.00 feet; Thence bearing left along said curve and rightof-way line an arc distance of 21.99 feet (chord bearing and distance= South 04°58'45" East 19.80 Feet) to a set pk nail; thence South 89°52'39" East a distance of 40.00 feet to a set five-eighths inch rebar with cap at the East Right-of-way line of Penz Industrial Drive; thence North 00°01'18" East (North00°01'35" West Record) a distance of 338.65 feet to the point of beginning, containing 11.07 acres, more or less, subject to public highway sand any easements of record, if any.

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STATEMENT OF BENEFITS
PERSONAL PROPERTY

State Form 51764 (R5 / 1-21)
Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS:

1. *This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body* ***BEFORE*** *a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.*
2. *The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.*
3. *To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.*
4. *Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)*
5. *For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer: Jamil Packaging Corporation	Name of contact person: David Jasper
Address of taxpayer *(number and street, city, state, and ZIP code)*: 1420 Industrial Drive, Mishawaka, IN 46544	Telephone number: (574) 256-2600

SECTION 2 — LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of designating body: City of Mishawaka Common Council		Resolution number (s):
Location of property: 1420 Industrial Drive, Mishawaka, IN 46544	County: St. Joseph	DLGF taxing district number: 71022

Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. *(Use additional sheets if necessary.)*

Bobst Expert DRO 1628 with 1 top and 3 bottom print capabilities and 115" AGS G3 stacker along with conveyor.

	ESTIMATED START DATE	ESTIMATED COMPLETION DATE
Manufacturing Equipment	06/01/2025	10/31/2025
R & D Equipment		
Logist Dist Equipment		
IT Equipment		

SECTION 3 — ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT

Current Number	Salaries	Number Retained	Salaries	Number Additional	Salaries
131	6,762,290	131	6,762,290	9	297,783

SECTION 4 — ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the **COST** of the property is confidential.	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Current values	13,826,562							
Plus estimated values of proposed project	4,849,516							
Less values of any property being replaced	0							
Net estimated values upon completion of project	18,676,078							

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

Estimated solid waste converted *(pounds)* __________ Estimated hazardous waste converted *(pounds)* __________

Other benefits:

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative: David A Dirdl	Date signed *(month, day, year)*: May 6, 2025
Printed name of authorized representative: David A Dirdl	Title: President

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

A. The designated area has been limited to a period of time not to exceed 2 calendar years * *(see below)*. The date this designation expires is 6/16/27. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*

B. The type of deduction that is allowed in the designated area is limited to:

1. Installation of new manufacturing equipment;	☒ Yes	☐ No	☐ Enhanced Abatement per IC 6-1.1-12.1-18 *Check box if an enhanced abatement was approved for one or more of these types.*
2. Installation of new research and development equipment;	☐ Yes	☒ No	
3. Installation of new logistical distribution equipment.	☐ Yes	☒ No	
4. Installation of new information technology equipment;	☐ Yes	☒ No	

C. The amount of deduction applicable to new manufacturing equipment is limited to $ 4,849,516 cost with an assessed value of $ __________. *(One or both lines may be filled out to establish a limit, if desired.)*

D. The amount of deduction applicable to new research and development equipment is limited to $ __________ cost with an assessed value of $ __________. *(One or both lines may be filled out to establish a limit, if desired.)*

E. The amount of deduction applicable to new logistical distribution equipment is limited to $ __________ cost with an assessed value of $ __________. *(One or both lines may be filled out to establish a limit, if desired.)*

F. The amount of deduction applicable to new information technology equipment is limited to $ __________ cost with an assessed value of $ __________. *(One or both lines may be filled out to establish a limit, if desired.)*

G. Other limitations or conditions *(specify)*__________

H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:

☒ Year 1	☒ Year 2	☒ Year 3	☐ Year 4	☐ Year 5	☐ Enhanced Abatement per IC 6-1.1-12.1-18 Number of years approved: ______ *(Enter one to twenty (1-20) years; may not exceed twenty (20) years.)*
☐ Year 6	☐ Year 7	☐ Year 8	☐ Year 9	☐ Year 10	

I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? ☒ Yes ☐ No
If yes, attach a copy of the abatement schedule to this form.
If no, the designating body is required to establish an abatement schedule before the deduction can be determined. SEE R 2019-05

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved by: *(signature and title of authorized member of designating body)*	Telephone number ( )	Date signed *(month, day, year)*
Printed name of authorized member of designating body	Name of designating body	
Attested by: *(signature and title of attester)*	Printed name of attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17
Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

(1) The total amount of the taxpayer's investment in real and personal property.
(2) The number of new full-time equivalent jobs created.
(3) The average wage of the new employees compared to the state minimum wage.
(4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

Questions, applications, and fees should be directed to the:
City of Mishawaka
Building - Community Development - Planning
600 East Third Street
Mishawaka, Indiana 46544
Attention: Derek Spier, City Planner
574-258-1625
dspier@mishawaka.in.gov

Received
MAY 09 2025
Planning and
Community Development

1. Name of the firm for which tax abatement is being requested:

Jamil Packaging Corporation

2. State the name, title, address and telephone number of a company representative(s) who may be contacted concerning this application:

Name and Title: **David A. Diroll, President**

Address: **1420 Industrial Drive, Mishawaka, IN 46544**

Telephone: **574-256-2600**

3. State the name, title, address and telephone number of a company representative(s) who may be sent annual compliance forms. Please note that the **annual forms will determine if your company is compliant with the terms of the abatement and whether the abatement will continue or be terminated**, so the contact should be made aware of the form's importance.

Name and Title: **David Jasper, Controller**

Address: **1420 Industrial Drive, Mishawaka, IN 46544**

Telephone: **574-256-2600**

4. Location of property for which personal property tax abatement is being sought (this information is available through the Township Assessor's Office):

   a) Street Address: **1420 Industrial Drive, Mishawaka, IN 46544**

   b) Township: **Penn**

   c) Taxing District Number: **71022**

   d) Council District Number: **2**

   e) Tax Parcel Number(s): **71-09-22: 202-003.000-022, 201-016.000-022, 202-013.000-022**

5. What is the amount of the most recent assessment attributable to (this information is available on the most recent property tax form):

   Land: **149,100**

   Improvements: **768,000**

Inventory: 0

Equipment: **3,983,020**

6. Has this project/tax abatement request been discussed with City of Mishawaka Staff and has a site visit been conducted? _______Yes _______XNo

7. Does your firm currently conduct manufacturing operations at this location? If so, how long has your company been at this location? ________Yes, 2002

   a) Please provide your firm's North American Industry Classification System (NAICS) Code Classification.

   322200

   b) Please list any special certifications/designations.
   None

8. Does your firm have other operations in the US? In Indiana? If so, please list the location of other operations. Also please indicate the location of your firm's headquarters if not located in Mishawaka.

   540 National Drve

   Gallatin, TN 37066

9. What is the size of the existing facility in which the equipment will be installed?

   179,000 square feet

   a) What is your facility currently zoned ?Industrial___ b) Do you need rezoning? No________

10. Briefly describe the product(s) manufactured by your company. Corrugated materials

11. Briefly describe the equipment to be installed by your company. Bobst Expert DRO, AGS G3 Stacker along with conveyor.

12. Has new manufacturing equipment been installed (Please note that state statute requires petitioner to delay installation until after abatement has been granted)? _______Yes _______XNo

13. Does your company/business require contractors working on construction projects on your property to use the E-Verify system to verify the eligibility of their employees to work in the United States?
_______Yes ________XNo

14. What is the anticipated date for installation to begin? ___June 1, 2025 ____________________

15. What is the anticipated date for project completion? ___October 31, 2025________________

***(If installation will occur over a multi-year/phased-in period or involve multiple pieces of equipment, please provide a separate detailed installation timetable an note when equipment will be ready to use in production and attach this information to the SB-1/PP.)**

16. Does the equipment being installed serve the same function as the equipment currently in place at the facility? _______Yes _______XNo

a) If no, please describe the new functions to be performed by the new manufacturing equipment:

The Expert DRO being purchased has the capability to print on both sides of the material. Currently, the material has to be passed through the existing machine twice.

b) What is the estimated value of the equipment to be purchased for which personal property tax abatement is being requested? (If possible, please provide a written quote or estimate attached to this application.) $4,849,516

17. Profile of firm that will occupy the property for which tax abatement is being requested:

a) Are your employees represented by a union? If so, by whom? No________________________

b) Does your business/company verify the eligibility of your employees to work in the United States using the E-Verify system? ________Yes ________XNo

c) Number of current full time permanent hourly employees by skill level (include average hourly wage rate **excluding benefits and overtime**)

Skilled	80	Average hourly wage rate for skilled positions	19.92
Semi-skilled	19	Average hourly wage rate for unskilled positions	16.62
Clerical	9	Average hourly wage rate for clerical positions	22.60
Salaried	23	Average salary (per hour) for salaried positions	45.69

TOTAL NUMBER OF TEMPORARY/ON-CALL EMPLOYEES (if any) 4

TOTAL NUMBER OF EXISTING EMPLOYEES (permanent and full-time) 131

d) What benefits are offered to your company's employees? (i.e. sick time, vacation, health insurance, 401(k), other retirement benefits, profit sharing, etc.) _Vacation, Health

___Vacation,_Health_Insurance,_401k,_Profit_Sharing___

e) Approximate value of benefits for existing and new employees on a per hour basis (i.e. benefits are valued at an additional $3.00 per hour, etc.) **$3.00 - $6.00**

f) What is the total dollar amount spent on retained salaries? **6.762,290**

g) Number of newly created full-time permanent hourly employees by skill level (include average hourly wage rate **excluding benefits and overtime**)

Skilled	9	Average hourly wage rate for skilled positions	19.92
Semi-skilled	___	Average hourly wage rate for unskilled positions	___
Clerical	___	Average hourly wage rate for clerical positions	___
Salaried	___	Average salary (per hour) for salaried positions	___

TOTAL NUMBER OF NEW EMPLOYEES (permanent and full-time) 9

h) What is the total dollar amount to be spent on new salaries? **297,783**

i) What is the blended hourly wage rate (the blended rate of hourly and salaried employees), excluding benefits and overtime, for:

Current hourly employees	**24.32**
Retained hourly employees	**24.32**
New hourly employees	**19.92**

j) What is the usual market for goods produced by the company? List the percentage of the company's product that reaches it:

Inside St. Joseph County:	24 %
Outside St. Joseph County, but inside Indiana:	20 %
Outside Indiana, but within 500 miles	33 %
Outside of 500 miles	23 %
Outside of the United States:	___ %

k) Where do your company's raw materials/supplies come from? List the percentage of the supplies that are acquired from each category:

Inside St. Joseph County: **10** %

Outside St. Joseph County, but inside Indiana: **85** %

Outside Indiana, but within 500 miles: **5** %

Outside 500 miles of Indiana: ____ %
Outside of the United States: ____ %

l) List the name and location (City and State) of your five largest vendors or suppliers:

1. **Alliance Sheets, Bristol, IN**
2. **5-Star Sheets, New Carlisle, IN**
3. **Flutes, Indianapolis, IN**
4.
5.

18. Please give a detailed description of what the impact on your business will be if the new manufacturing equipment is not installed (e.g. loss of jobs, contract cancellations, loss of production, change in location, etc.).

The_new_DRO_will_provide_additional_capacity_for_the_company_to_meet_custotmer_ demand_and_grow_the_business.

19. Please briefly describe how and why the manufacturing equipment to be replaced or the facility in which equipment will be added is currently technologically, economically, or energy obsolete and how and why that obsolescence may lead to a decline in employment and tax revenues.

The_current_DRO_requires_the_material_to_pass_through_the_machine_twice_versus_only_once_ with_the_new_machine.

20. Will you require any additional assistance from the City of Mishawaka?

✓ Not_at_this_time

21. Have you applied for any assistance from the State of Indiana?

__Not_yet_but_planning_to_do_so. No

22. Miscellaneous Attachments Required:

- Attach the legal description of the property where the equipment is to be located, marked Exhibit A, and hereby incorporated herein.
- Attach a map and/or a plan of the property where the equipment is to be located, marked Exhibit B, and is hereby incorporated herein.

I hereby certify that the information and representations on this application for Personal Property Tax Abatement are true and complete.

I understand that if this request for property tax abatement is granted that I will be required to participate in a mandatory annual compliance process. The survey will measure compliance with the project description, job creation and retention figures (and associated salaries), investment, and other information contained in the final resolution authorizing the property tax abatement. I also acknowledge that failure to respond to the mandatory annual compliance or failure to achieve investment, job creation, retention, and salary levels contained in the final resolution may result in a loss of tax abatement deductions, and may result in the repayment of tax abatement savings received.

Signature of Owner or Authorized Representative

President / Owner

Title

5/8/25

Date

Exhibit 'A
Legal Description

A part of the West Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-two (22), Township Thirty seven (37) North, Range Three (3) East, Penn Township, City of Mishawaka, St. Joseph County, Indiana more particularly described as follows:

Beginning at a set pk nail at the East Right-of-Way line of Penz Industrial Drive and the Northwest corner of Parcel III. As Parcel III is recorded in the records of the St. Joseph County, Indiana Recorder's Office as Document Number 9341109, which is South 00°01'18" West (South 00°01'35" East Record) a distance of 834.44 feet and North 90°00'00" East (North 89°57'07" East Record) a distance of 670.45 feet from a found 1" rod at the northwest corner of the Northeast Quarter of said Section Twenty Two (22); thence South 89°51'49" East (South 89°53'09" East Record) Along the north line of said Parcel III a distance of 786.46 feet to a set five eighths (5/8) inch rebar with cap at the Northeast corner of Parcel V as Parcel V is recorded in the records of the St. Joseph County, Indiana Recorder's Office as Document Number 9341109; thence South 00°01'01" West (South 00°00'09" East Record) Along the East line of said Parcel V a distance of 487.26 feet (487.37 feet Record) to a set five-eighths (5/8) rebar with cap at the Southeast corner of Parcel V and South Line of the North Half (1/2) of the Northeast Quarter (1/4) of said section Twenty-Two (22) thence North 89°52'39" West (North 89°55'32" West Record) along the South line of said Parcel V and the South line of the North Half (1/2 of the Northeast Quarter (1/4) of said Section Twenty-Two (22) a distance of 1126.50 Feet to a set five-eighths (5/8) inch rebar with cap at the Southwest Corner of Parcel II as Parcel II is recorded in the records of the St. Joseph County, Indiana Recorder's Office as Document Number 9341109; thence North 00°01'18" East(North 00°01'35" West Record) along the West line of said Parcel II a distance of 331.10 feet to a set five-eighths (5/8) inch rebar with cap at the Northwest corner of said Parcel II; thence North 90°00'00" East (North 89°57'07" East Record) along the North line of said Parcel II a distance of 300.00 feet to a set pk nail at the West right-of-way line of Penz Industrial Drive; thence South 00°01'18" West (South 00°01'35" East Record) along said Right-of-way line and the East line of said Parcel II a distance of 3.69 Feet to a set pk nail at a point on a curve having a radius of 71.00 Feet; thence bearing left along said curve and rightof-way line an arc distance of 77.91 feet (chord bearing and distance = South 31°27'28" West 74.06 Feet) to a set five-eighths (5/8) inch rebar with cap at a point on a curve having a radius of 54.00 feet; thence bearing right along said curve and rightof-way line an arc distance of 144.08 feet (chord bearing and distance= South 13°32'36" East, 104.99 Feet) to a set five-eighths inch rebar with cap at a point on a curve having a radius of 14.00 feet; Thence bearing left along said curve and rightof-way line an arc distance of 21.99 feet (chord bearing and distance= South 04°58'45" East 19.80 Feet) to a set pk nail; thence South 89°52'39" East a distance of 40.00 feet to a set five-eighths inch rebar with cap at the East Right-of-way line of Penz Industrial Drive; thence North 00°01'18" East (North00°01'35" West Record) a distance of 338.65 feet to the point of beginning, containing 11.07 acres, more or less, subject to public highway sand any easements of record, if any.

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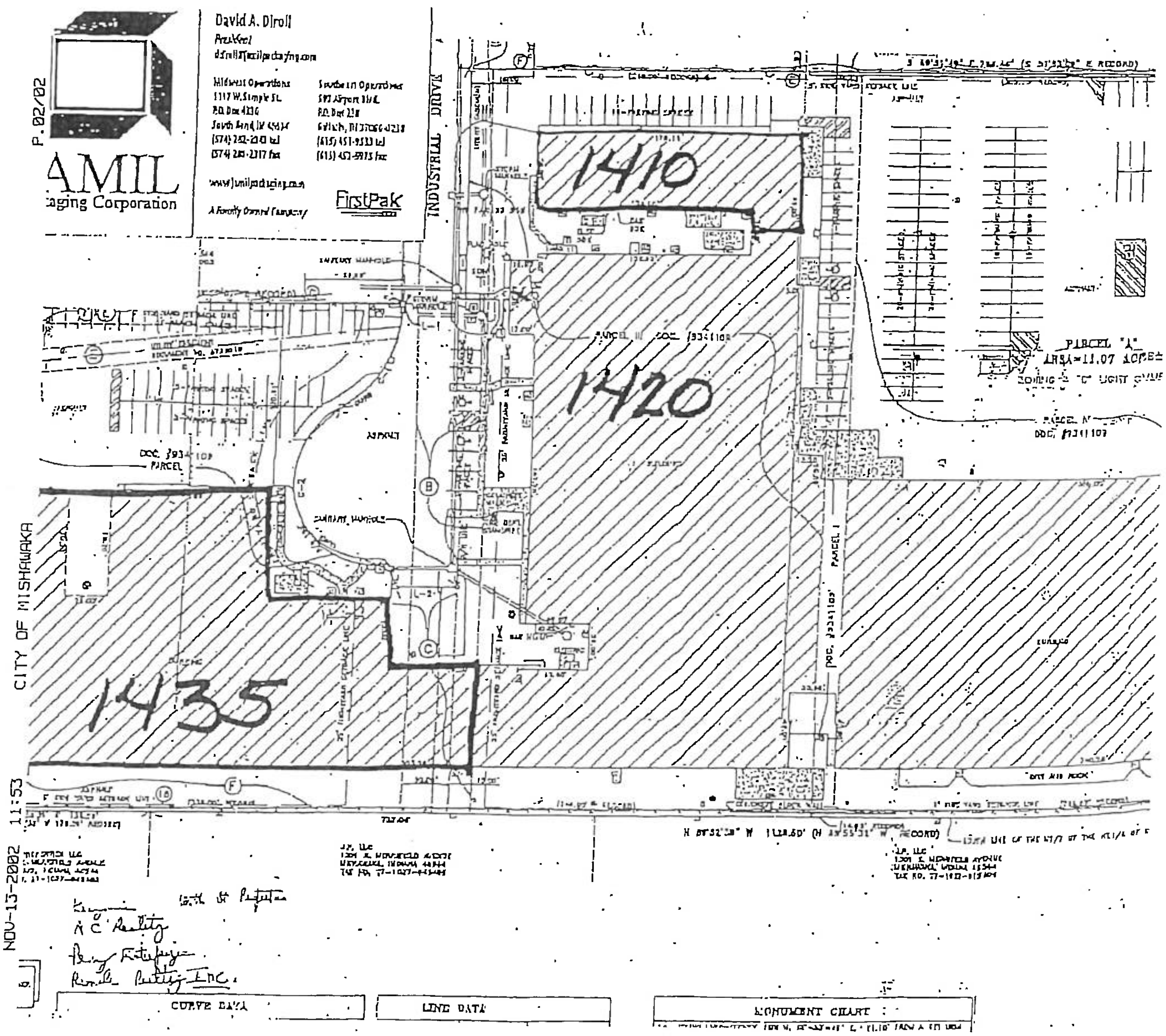
EXHIBIT B



P. 02/02
NOV-13-2002 11:53
David A. Diroll
President
Midwest Operations
Southern Operations
AMIL
Packaging Corporation
FirstPak
A Family Owned Company
INDUSTRIAL DRIVE
1410
1420
1435
CITY OF MISHAWAKA
PARCEL "A"
AREA=11.07 ACRES±
ASPHALT
CURVE DATA
LINE DATA
MONUMENT CHART
A C Realty

APPEAL #25-13

RESOLUTION NO. 2025-19

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:

Vacant Lot South of 1925 N Main Street, Mishawaka, Indiana

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

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

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

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

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

Section I. The Common Council has provided notice of the hearing on the Petition from the Board of Zoning Appeals pursuant to Indiana Code requesting that a Use Variance for property located at the **Vacant Lot South of 1925 N Main Street, Mishawaka, Indiana**, more particularly known and described as follows:

Parcel I: The East 113 feet of Lot Lettered "D" in Martin's First Addition to the City of Mishawaka, as per plat thereof, recorded October 19, 1925, in Plat Book 12, Page 41 in the Office of the Recorder of Saint Joseph County, Indiana.

Parcel II: Part of the Northeast Quarter of the Northeast Quarter of Section 9, Township 37, Range 3 East described as: Beginning at the southeast corner of Lot Lettered "D" as shown on the recorded Plat of Martin's First Addition to the City of Mishawaka, a distance of 42 feet; thence west 110 feet thence North 42 feet to the South line of said Lot "D"; thence east along the south line of said Lot "D" 110 feet to the point of beginning and being known as Lot numbered 1 on the unrecorded plat of Van Wiele's First Addition to the City of Mishawaka in Saint Joseph County, Indiana.

Parcel III: Part of the Northeast Quarter of Section 9, Township 37 North, Range 3 East, City of Mishawaka, Saint Joseph County, Indiana which is described as: Beginning at a point on the West line of Main Street which 58.71 feet South of the south line of Colfax Avenue; thence South along the west line of Main Street 180.00 feet; thence East 10.00 feet; thence South 180.18 feet; thence South 89°58'40" East 302.53 feet; thence North 163.50 feet; thence East 110.00 feet to the Point of Beginning; Excepting therefrom that part of the Northeast Quarter of Section, Township 37 North, Range 3 East in the City of Mishawaka, Saint Joseph County, Indiana which is described as follows: Beginning at a *point of on the west line of Main Street which is 221.21 feet South of the south line of Colfax Avenue for the point of beginning; thence East 10 feet; thence South along the west line of Main Street 198.68 feet to an iron; thence west 422.21 feet to an iron; thence north 198.00 feet to an iron; thence 412.03 feet to the Point of Beginning.*

The Use Variance will allow a Beauty/Barber Shop and/or small Office Space in the R-1 Single Family Residential District subject to the following conditions of approval:

1) Connect internal sidewalk to public sidewalk along Main Street.

2) A minimum landscape buffer 10' in width shall be required on the north and west property line. The C-1 General Commercial landscaping standards shall be followed, including a 6' opaque fence along the north, west and south.

3) The proposed commercial building shall include residential design elements including a pitched roof, porch, residential lighting and residential windows. Architectural wood or masonry detailing shall be provided if residential lap siding is utilized.

4) One freestanding sign, which meets the requirements of the Main Street Overlay District (Section 129-74 (d)) will be permitted. One 32 sf building sign shall be allowed.

5) Vehicular access is limited to Colfax Ave. No vehicular access to Main Street.

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

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

1. *Approval will not be injurious to the public health, safety, morals and general welfare of the community. The size of this lot allows for the construction of the proposed barber shop or office and meeting all other applicable or requested development standards.*

2. *The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner. The low intensity of the uses being requested are not high traffic producers. Landscaping and fencing will be provided to buffer adjacent residential uses.*

3. *The need for the use variance arises from the condition to the property in that it is small and its proximity to the school and other residential uses does not support higher intensity commercial uses.*

4. *Strict application of the terms of this chapter will constitute an unnecessary hardship if applied to the property for which the variance is sought and will not permit low intensity commercial use of the property.*

5. *The approval does not substantially interfere with the Mishawaka 2000 Comprehensive Plan. The Mishawaka 2000 Comprehensive Plan, created in 1990, identifies a land use of the subject property as Low Density Residential. The proposed request is consistent with the redevelopment on the other side of Main Street.*

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

PASSED by the Common Council of the City of Mishawaka, Indiana, this ________ day of____________________, 2025, at ______o'clock _____ .m.

____
Presiding Officer

ATTEST:

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

PRESENTED by me to the Mayor this ________day of ____________________2025, at _______ o'clock ___m.

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

APPROVED by me this _______ day of_____________________, 2025, at _______o'clock _____.m.

____
David A. Wood, Mayor

Deborah S. Block, IAMC, MMC
APR 12 2025
City Clerk
Mishawaka, IN

AP 25-13

Received
APR 16 2025
Planning and
Community Development

April 16, 2025

TO: Board of Zoning Appeals
City of Mishawaka, Indiana

The undersigned appellant respectfully shows the Board:

1. I, Alliance Sta[...] owner of the following described real estate located within the Cit[...], St. Joseph County, State of Indiana, to-wit:

June 16th

Parcel I: The East 113 fee[...]s First addition to the City of Mishawaka, as per plat thereof, recorded Octobe[...]ge 41, in the Office of the Recorder of Saint Joseph County, Indiana.

Parcel II: Part of the Nort[...]uarter of Section 9, Township 37 North, Range 3 East described as: Beginning a[...]tered "D" as shown on the recorded Plat of Martin's First Addition to the City c[...]outh along the west line of Main Street in said City of Mishawaka, a distance of 42 feet; thence West, 110 feet, thence North , 42 feet to the South line of said Lot "D"; thence East along the South line of said Lot "D", 110 feet to the point of beginning and being known as Lot Numbered 1 on the unrecorded plat of Van Wiele's First Addition to the City of Mishawaka, in Saint Joseph County, Indiana.

Parcel III: Part of the Northeast Quarter of Section 9, Township 37North, Range 3 East, City of Mishawaka, Saint Joseph County, Indiana, which is described as: Beginning at a point on the West line of Main Street, which is 58.71 feet South of the south line of Colfax Avenue; thence South along the west line of Main Street, 180.00 feet; thence East, 10.00 feet; thence South, 180.18 feet; thence South 89°50'14" West, 422.21 feet, thence North 00°03'06" West, 198.00 feet; thence South 89°58'40" East, 302.03 feet; thence North, 163.50 feet; thence East, 110 feet to the Point of Beginning; EXCEPTING THEREFROM that part of the Northeast Quarter of Section, Township 37 North, Range 3 East, in the City of Mishawaka, saint Joseph County, Indiana, which is described as follows: Beginning at a point on the west line of Main Street, which is 222.21 feet South of the South Line of Colfax Avenue for the point of beginning; thence East, 10 feet; thence South along the West line of Main Street, 196.68 feet to an iron; thence West, 422.21 feet to an iron; thence North, 198 feet to an iron; thence East, 412.03 feet to the Point of beginning.

2. The above-described real estate presently has a zoning classification of R-1 Single Family District under the Zoning Ordinance of the City of Mishawaka.

3. Appellant presently occupies the above-described property in the following manner: The current use is vacant land.

4. Appellant desires a use variance to construct a small commercial building with a specific use of a Beauty/Barber Shop and additional small office space. This building shall be complimentary to that of the surrounding residential community, while including buffering between the school and residential uses, similar to that if it was zoned commercial.

5. The Zoning Ordinance of the City of Mishawaka, Section 137-165. – Uses, does not allow for any commercial use businesses with the residential districts, therefor this use variance, with designated uses, is being requested.

6. Explain why strict adherence to the Ordinance requirements would create an unusual hardship.
Strict adherence to the zoning ordinance would not allow for Beauty/Barber Shop, and office use. The surrounding area is of mixed residential, school and small office use. To rezone this parcel to commercial would allow for all types of retail sales, including that of tobacco and alcohol. The appellant desires a use variance to eliminate these types of sale within close proximity of the school.

7. Answer the following necessary questions for a developmental variance: n/a

(1) Will approval be injurious to the public health, safety, morals or general welfare of the community? n/a

(2) Will the use and value of the area adjacent to the property included in the variance be affected in a substantially adverse manner? n/a

(3) Will strict application of the terms of this chapter result in practical difficulties in the use of the property? n/a

(4) Does strict application of the terms of this chapter constitute an unnecessary hardship if applied to the property for which the variance is sought? n/a

(5) Will approval interfere substantially with the Mishawaka 2000 Comprehensive Plan? n/a

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

____

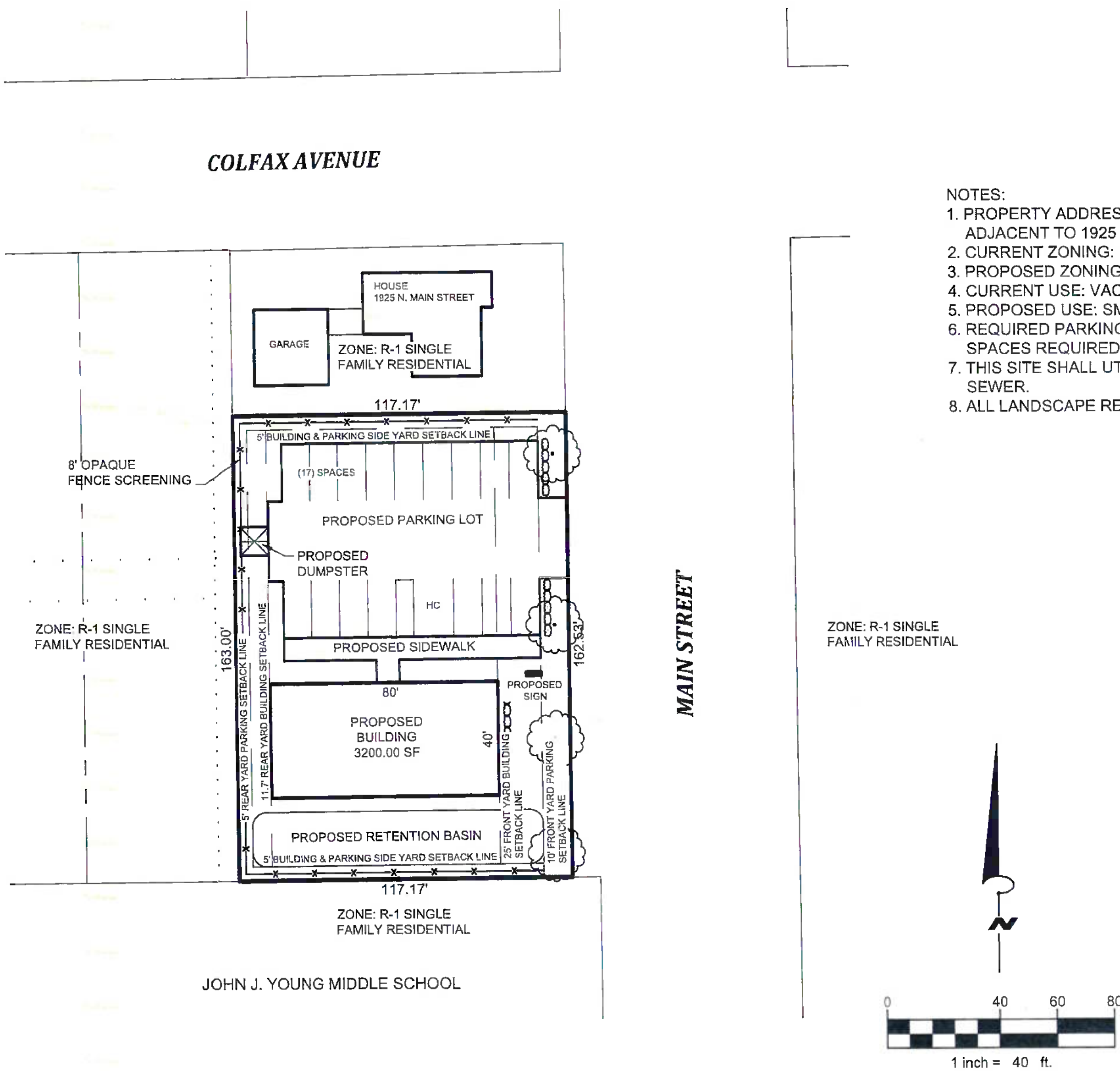
Alliance Staffing Globalforce, Inc.

print name JORGE MOREÑO

12525 Beckley Street
Granger, Indiana 46530

CONTACT PERSON:

Wightman c/o Terry Lang
1402 Mishawaka Avenue
South Bend, Indiana 46615
574-233-1841
Tlang@gowightman.com
Day Phone Number:
Fax Number:
Email



Received
APR 04 2025
Planning and
Community Development

NOTES:

1. PROPERTY ADDRESS: 0.43 ACRES OF VACANT LAND LYING SOUTH AND ADJACENT TO 1925 N. MAIN STREET. (TAX PARCEL No. 016-2046-1565)
2. CURRENT ZONING: r-1 SINGLE FAMILY RESIDENTIAL
3. PROPOSED ZONING: C-1 GENERAL COMMERCIAL
4. CURRENT USE: VACANT LAND
5. PROPOSED USE: SMALLER GENERAL COMMERCIAL BUSINESS USE.
6. REQUIRED PARKING: 4 SPACES PER 1000 SF OF GROSS FLOOR AREA = 13 SPACES REQUIRED; 17 SPACES PROVIDED.
7. THIS SITE SHALL UTILIZES ADJACENT MUNICIPAL WATER AND SANITARY SEWER.
8. ALL LANDSCAPE REQUIREMENTS SHALL BE MET.

WIGHTMAN
1402 MISHAWAKA AVE
SOUTH BEND, IN 46615
574.233.1841

PROJECT NAME
REZONE PETITION

ALLIANCE STAFFING GLOBALFORCE, INC.
12525 BECKLEY STREET
GRANGER, IN

REVISIONS

DATE: 04/02/2025
SCALE: 1" = 40'

SITE PLAN

JOB No.
Layout1

N O R T H
AP 25-13
W LASALLE AVE
E LASALLE AVE
ELIZABETH ST
N MAIN ST
W COLFAX AVE
E COLFAX AVE
OMER AVE
AP 25-13
R-1
C-1
C-6
Location Map
AP 25-13
ALLIANCE STAFFING GLOBALFORCE, INC (OWNER) / WIGHTMAN (CONSULTANT)
VACANT LOT SOUTH OF 1925 N. MAIN ST.
USE VARIANCE TO ALLOW FOR A BEAUTY/BARBAR SHOP AND/OR SMALL OFFICE SPACE IN THE R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT

PROPOSED ORDINACE No. 2025-12

ORDNIANCE NO. ______

An ordinance of the Common Council of the of the City of Mishawaka authorizing special utility service agreements for economic development and customized Utility needs.

Whereas, the City of Mishawaka, through Mishawaka Utilities, owns and operates public water (MUW), wastewater (MUWW), and sewer utilities (MU Sewer) that provide essential services to residents and businesses; and

Whereas, the City of Mishawaka recognizes the importance of supporting economic development, encouraging capital investment, and attracting innovative, large-scale industries through flexible and responsive public utility policies; and

Whereas, certain industrial or commercial developments may require customized utility service arrangements, including volume-based pricing, infrastructure coordination, or unique delivery terms that fall outside standard rates and practices; and

Whereas, similar to investor-owned utilities operating in Indiana, which are permitted to submit special contracts to the Indiana Utility Regulatory Commission (IURC) confidentially to protect sensitive pricing and negotiation data, municipalities may seek to preserve the confidentiality of specific economic terms through recognized exemptions under Indiana's public access laws; and

Whereas, it is the intent of the City of Mishawaka to authorize Mishawaka Utilities to enter into such agreements while ensuring full protection of its ratepayers, maintaining financial integrity, and safeguarding transparency in all matters of public interest.

Now, Therefore, be it ordained by the Common Council of the City of Mishawaka, Indiana, that :

Section 1. Mishawaka Utilities is hereby authorized to negotiate and enter into special utility service agreements for the provision of water, wastewater, and sewer services to commercial, industrial, or institutional users whose operations or investments justify a tailored service approach. These may include:

- Non-standard rate structures
- Bulk or volume-based pricing
- Infrastructure delivery coordination
- Timed service implementation aligned with project milestones
- Other terms as mutually negotiated

Section 2.

A. Recognizing the competitive and strategic nature of economic development negotiations, the economic terms and conditions of any special contract may be treated as confidential and exempt from public disclosure to the extent permitted by Indiana Code § 5-14-3-4(b)(5) or other applicable provisions of the Indiana Access to Public Records Act (APRA), as related to ongoing or prospective economic development activities.

B. Such confidentiality shall extend to but is not limited to:

- Unit rate(s) and pricing structures
- Contribution amounts for infrastructure
- Service incentives or negotiated benefits
- Project-specific utility usage estimates or projections

C. While specific monetary amounts and economic details shall not be disclosed in this ordinance, the City of Mishawaka affirms that no agreement shall result in Mishawaka Utilities' ratepayers subsidizing or financially underwriting any portion of the agreement.

Section 3: To ensure transparency and maintain the integrity of the Council's decision-making process while adhering to applicable confidentiality requirements, the Administration shall keep the Common Council informed of negotiations conducted pursuant to this ordinance.

Section 4. All special utility service agreements shall:

1. Be prepared in writing with a clear scope, term, and mutually agreed obligations;
2. Include a fiscal impact assessment and legal review;
3. Be approved by the Mishawaka Utility Board prior to execution; and
4. Be submitted to the Mishawaka Common Council for final approval.

Section 5. To maintain transparency, the City shall:

- Disclose the general purpose, geographic scope, and anticipated service impacts of the agreement;
- Include confirmation that the agreement does not impose financial burden on general ratepayers;
- Make non-confidential portions of the agreement available upon request in accordance with APRA.
- In accordance with APRA, the terms of the final offer of public financial resources communicated by Mishawaka Utilities to a prospect for a special utility agreement shall be available for inspection and copying after negotiations with that prospect have terminated.

Section 6. If any section, clause, or portion of this ordinance is found to be invalid or unenforceable, the remaining portions shall remain in full force and effect.

Section 7. This ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Mishawaka and approval by the Mayor.

PASSED by the Common Council on this ___ day of ________, 2025 at _________ o'clock __.m.

____
Gregg Hixenbaugh, Council President

ATTES_______________________
Deborah S. Block, IAMCA, MMC
City Clerk

PRESENTED to the Mayor on this ___ day of ________________, 2025 at _____ o'clock ___.m.

____
Deborah S. Block, IAMCA, MMC
City Clerk

APPROVED by me this ____ day of _____________, 2025 at _______ o'clock ___.m.

____
David A. Wood

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

OFFICE OF THE MAYOR

Deborah S. Block, IAMC, MMC

MAY 14 2025

City Clerk
Mishawaka, IN

Subject: Introduction of MU Special Contract Ordinance

Dear President Hixenbaugh and Members of the Mishawaka Common Council,

I am writing to formally introduce and request your consideration of the proposed MU Special Contract Ordinance.

This ordinance has been carefully developed in response to the evolving needs and opportunities within our community, particularly in relation to our continued commitment to economic development, utility service innovation, and long-term strategic partnerships. It is intended to provide the legal framework necessary for the City of Mishawaka, through its Municipal Utilities, to negotiate and enter into special utility service contracts under defined and controlled circumstances.

The need for this ordinance stems from an increasing number of unique service requests and infrastructure projects that fall outside the parameters of our existing utility rate structures. Without this flexibility, we risk missing timely opportunities to support major developments and investments that can significantly benefit our community. By enabling these contracts—with appropriate oversight and within the bounds of existing law—we aim to remain competitive while safeguarding the public interest.

Importantly, this ordinance also includes provisions to maintain transparency and Council involvement. We have incorporated language to ensure that Council leadership is kept informed of any ongoing negotiations, and when appropriate under the Open Door Law, briefed in executive session prior to final action. Where such sessions are not permitted, the ordinance provides for the Council President to be apprised of relevant details in advance, fostering a clear and consistent line of communication between the Administration and Council.

I respectfully ask for your thoughtful consideration and support of this ordinance. I believe it represents a balanced, forward-looking policy that protects public accountability while allowing our City the flexibility needed to adapt and grow in a changing economic environment.

Should you have any questions or wish to discuss the ordinance further, I am available at your convenience and welcome any input or recommendations.

Sincerely,
Matthew Lentsch, MPA
Executive Director of Development and Governmental Affairs
City of Mishawaka

City Hall • 100 Lincolnway West • Mishawaka, IN 46544
Phone: (574) 258-1601 • Fax: (574) 258-1603 • www.mishawaka.in.gov

Deborah S. Block, IAMC, MMC

MAY 29 2025

City Clerk
Mishawaka, IN

PROPOSED ORDINANCE NO. 2025-13

ORDINANCE NO. ____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA AMENDING THE MUNICIPAL CODE DEFINING METHODS OF PAYMENT ACCEPTED BY THE CITY

WHEREAS I.C. 36-1-8-11 allows municipalities to accept credit cards and other methods of payment by enacting a local ordinance; and

WHEREAS the Common Council of the City of Mishawaka believes that it is in the best interest of the City and the citizens to enact an ordinance defining the methods of payment accepted by the City.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Mishawaka, Indiana, hereby establishes a Chapter of the Mishawaka Municipal Code to read as follows:

Methods of Payment

(a) The City may accept payment by any of the following methods:
- (1) Cash;
- (2) Check;
- (3) Bank draft;
- (4) Money order;
- (5) Bank card or credit card; or
- (6) Electronic funds transfer.

(b) The City, by and through the Controller's office, may contract with a bank card or credit card vendor for acceptance of bank cards or credit cards. The implementation of the processing of credit card payments shall be consistent for all payments made, either in person or electronically.

(c) The City may pay any applicable bank or credit card service charge associated with the use of a bank card or credit card. (State law reference: IC 36-1-8-11)

This Ordinance shall be effective upon passage by the Council, approval by the Mayor, any necessary publication, and any necessary approval by the Indiana Department of Local Government Finance.

____
Gregg A. Hixenbaugh
Presiding Officer

ATTEST:

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

PRESENTED by me to the Mayor this _______day of __________________, 2025, at _________o'clock ___.M.

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

APPROVED by me this _____ day of __________________, 2025,

at _________o'clock ______. M.

____
David A. Wood, Mayor

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

DEPARTMENT OF FINANCE
Rebecca S. Maguire, Controller
Kayla Yoder, Deputy Controller

Deborah S. Block, IAMC, MMC
MAY 29 2025
City Clerk
Mishawaka, IN

Date: May 29, 2025

To: Honorable Members of the Common Council

From: Rebecca Maguire – Controller

Re: Ordinance defining the methods of payment that the City will accept

I am requesting first reading of an ordinance defining the methods of payment the City will accept. Upon research, it was found that the City did not have this in place.

As we expand to accepting credit cards in City Hall departments it is in the best interest of the City to have this on record.

Thank you for your consideration. Please contact me with any questions.

c: David A. Wood, Mayor