



AGENDA

July 07, 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): 2333 128 7810
Meeting password: i3iH3BAtQn6

Dial: 23331287810@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 16, 2025

5. Petitions, Communications, Remonstrance and Memorial

Petition No. 2025-07 Rezone C-1 General Commercial to R-1
Single Family Residential - 303 W. 6th
St.

Petition No. 2025-08 Rezone from I-1 Light Industrial to
R-1 Single Family Residential - 3418
York St.

Petition No. 2025-09 PUD Amendment to allow for reduction
in landscaping, Building and Pavement
Setbacks, and Planting Area Widths -
NW corner of Cleveland & Capital

6. Report of Special Committee

7. Ordinances on First Reading

8. Resolutions

9. Ordinances on Second Reading

P.O. No. 2025-12 Authorizing Special Utility Service
Agreements for Economic Development and
Customized Utility Needs
Requesting Postponement
(Assigned to Budget & Finance Committee)

P.O. No. 2025-14 Establishing 121 S. Main St. as a Historic
Landmark
(Assigned to Land Use Planning Committee)

P.O. No. 2025-15 Authorizing Payment in Lieu of Taxes
(Assigned to Budget Finance Committee)

10. Privilege of the Floor - Non-Agenda Items

11. Unfinished Business

12. New Business

13. Adjournment

This meeting will be aired via live stream:

An archived version of the livestream video can be viewed on the city of Mishawaka's Facebook and YouTube pages, 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

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

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.

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



REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL

June 16, 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 16, 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

Minutes for the Regular Meeting on June 2, 2025, were approved as received from the Clerk's Office.

Clerk Block read the following letters from the Board of Zoning Appeals and the Historic Preservation Commission regarding their recommendations from their June 3, 2025, and June 10, 2025, meetings.

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

PROPOSED ORDINANCE NO. 2025-14

AN ORDINANCE TO ESTABLISH 121 SOUTH MAIN STREET AS A LOCAL HISTORIC LANDMARK WITHIN THE CITY OF MISHAWAKA

**Establishing 121 S. Main St. as a Historic Landmark
(Assigned to Land Use Planning Committee)**

PROPOSED ORDINANCE NO. 2025-15

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, AUTHORIZING PAYMENTS IN LIEU OF TAXES – STONELEAF RESERVE, LP

**Authorizing payment in Lieu of Taxes
(Assigned to Budget & Finance Committee)**

Clerk Block read the following resolutions by title.

RESOLUTION R2025-17

**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
Adding 3 Parcels to the City Acquisition List – 900 Block South Union St.**

Ken Prince, Director of Planning and Community Development for the City of Mishawaka, spoke in favor of **RESOLUTION R2025-17**. Mr. Prince stated they had already done this a few times in 2025, but they were once again looking to add properties to the acquisition list, and this was for the consolidated TIF district. Mr. Prince stated as he had identified previously in 2014 when they amended the TIF district, they chose not to list the potential thousand properties that may be impacted by road acquisition and widening over time and wanted to bring them before the Council individually. Mr. Prince stated in this case, this was the Union Street widening and this was the northeast corner of 11th Street and Union. Mr. Prince stated this was likely an area that would not be impacted or expanded within a five-year window and with the expansion of the area, the next phase would be specifically the intersection of Dagoon and Union so this was a little beyond that but because the owner of the property had the property listed as commercial, potential commercial for years, they came to them within the last month to identify that they wanted to build single family homes on the property with three single family lots and rather than having them build or improve the lots, they thought it would be a wise idea for the city to acquire it at that time. Mr. Prince stated they were asking for the Council's approval to add the three properties to the acquisition list. Mr. Prince stated he was happy to answer any questions.

Mr. Hixenbaugh stated he appreciated the thoughtful way that he and the Administration had moved forward with picking up the properties over the course of time. Mr. Prince thanked Mr. Hixenbaugh.

Question called for at 6:07PM for **RESOLUTION R2025-17 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 R2025-18

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

Confirming Resolution for Personal Property Tax Abatement for Jamil Packaging – 1420 Industrial Drive

Derek Spier, City Planner for the City of Mishawaka, spoke in favor of **RESOLUTION R2025-18**. Mr. Spier stated also present that evening was David Diroll, the President of Jamil Packaging. Mr. Spier stated the confirming resolution before the Council that evening was for personal property tax abatement. Mr. Spier stated the company was looking to purchase some industrial equipment, a stacker and a conveyor. Mr. Spier stated the Council had approved five other tax abatements over the years, with the most recent one being in 2019 and all of them were also for equipment purchases. Mr. Spier stated for those five abatements, for every year they complied, they installed the manufacturing equipment that they said they were going to install and then they hired their employees either at or above the number of employees that they said they were going to hire at that time. Mr. Spier stated with the current abatement, it was proposed at \$4.85 million for the manufacturing equipment and as was previously said, it was a stacker along with a conveyor and it was going to allow the company to print on both sides of packaging and displaying material. Mr. Spier stated currently, the material had to pass through a machine twice, so this would make their operations more efficient. Mr. Spier stated if the proposal was approved that evening, they were looking to begin immediately ordering the equipment and installing it with completion by October of 2025. Mr. Spier stated currently, they had 131 employees and salaries were approximately \$6.8 million annually and this was almost \$2 million more than the annual salaries that came before them last time in 2019 for a tax abatement. Mr. Spier stated with this investment, they were looking to add nine new jobs and that would equate to a total of \$300,000 in annual salaries. Mr. Spier stated as with the previous tax abatements, specifically the five that they approved, staff was recommending a three-year standard phase-in, being 100% abated in the first year, 66% in the second year, and 33% in the third year. Mr. Spier stated with this, the assessed valuation they were estimating at 60% of the purchase price, so if that was the case the assessed valuation would be \$2.9 million and if the assessed valuation came in around that dollar amount, over the life of the abatement approximately \$175,000 would be abated with \$87,000 paid in taxes. Mr. Spier stated if they had any questions for him, he would be happy to answer them.

Mr. Hixenbaugh stated if memory served at the last council meeting, they talked about where they were at as a community with their total number of tax abatements and with the approval of this if it was approved, they would be at less than five active abatements and asked if that was correct. Mr. Spier stated this would make it five. Mr. Hixenbaugh stated as they talked about before, five active tax abatements was a much-reduced number from where they had been at various points in the past and asked if that was correct. Mr. Spier stated that was correct. Mr. Hixenbaugh thanked Mr. Spier for the information he put together.

Mr. Hixenbaugh stated he was always proud to partner with Jamil and to vote in favor of the tax abatements and he thought this was really a success story. Mr. Hixenbaugh stated these were not the largest abatements that had come before them, but they had been very successful and the additional payroll and employment numbers made this a good benefit for the city, in his opinion. Mr. Hixenbaugh stated he appreciated what Jamil did for the community as well.

Question called for at 6:12PM for **RESOLUTION R2025-18 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 R2025-19

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

Use Variance to allow for a Beauty/Barber Shop and/or a small office space in R-1 Single Family District – 1925 N. Main Street

Terry Lang, Wightman Office, spoke in favor of **RESOLUTION R2025-19**. Mr. Lang stated their address was 1402 Mishawaka Avenue in South Bend and he was representing the petitioner that evening. Mr. Lang stated before the Council was a parcel that comprised of four residential lots there and the petitioner also owned the lot to the north of the site. Mr. Lang stated they were looking to put in a light commercial use. Mr. Lang stated they had talked with the Planning staff extensively and met with them on what they would see, that would be the best fit for the location in question. Mr. Lang stated they were located immediately adjacent to John Young Middle School and that had brought a lot of close scrutiny by the Planning Staff on this with regard to what the building would look like. Mr. Lang stated they wanted it to look somewhat residential in nature because immediately adjacent to them to the west and further to the north was residentially zoned property. Mr. Lang stated they talked with the City Engineering Department with regards to access to the site and getting utilities to it and they had asked if they could move their entrance that they had originally proposed from Main Street coming in off of Colfax Street to the north such that it would not be a hindrance right at the stoplight adjacent to the school, hindering people coming in and out of the school. Mr. Lang stated the intended use was a light

office use like a barber shop, insurance office, or something like that and at that time, they had not gotten a tenant use for it yet. Mr. Lang stated they wanted to keep the use under control such that they would not put in a vape shop right next to the school or something like that and that was something they were very conscious of. Mr. Lang stated they were acceptable to all of the requirements the city had with regard to screening, fencing, and things like that to make sure that it would not be a nuisance being adjacent to the school. Mr. Lang stated they were going to fence the retention area to make it so that it was not an unattractive nuisance for kids as well as not having that driveway come out along the sidewalk along Main Street and make that a hazard for kids walking down, because in Mishawaka they did not bus and they walked to school like he did when he was in school. Mr. Lang stated they worked closely with the Engineering Department as well as the Planning Department and when they were at the Board of Zoning Appeals for the use of the property, they had a letter of remonstrance from the property owner further to the west of the site and they were providing the appropriate fencing as necessary for the ordinance that was required for the office type of use they were proposing. Mr. Lang stated they were going to have a seven foot fence and the landscaping requirements along the westerly side and they had one person living on the block to the north that was concerned about the access coming in off of Colfax, but at that point they would have preferred to have it come in off of Main Street, but at that point they were trying to be a safety conscious property owner putting something in that was going to be pleasing to that and the concern that resident had was that the house on the right corner, also owned by the petitioner, was a rental house in the city and there was usually three cars parked there and the concern was that they were taking down the garage to provide access for the property and what they were going to be doing in place of that in the L-shaped corner of the house there, they would be providing additional off-street parking. Mr. Lang stated there then would not be as many cars parking out onto Colfax there to answer the concerns they were receiving and that was a suggestion Ken Prince had at the meeting so that they could have additional off-street parking for the house also. Mr. Lang stated they had been working really closely and conscious with the questions that came up throughout the hearing process and he was happy to answer any questions the Council had.

Mrs. Voelker asked if the site plan they were looking at was not the actual site plan. Mr. Lang stated it was the preliminary plan for zoning purposes. Mrs. Voelker asked if the off-street parking would be behind the house. Mr. Lang stated it would be behind the house in the L-shaped corner and there was enough room for two off-street parking spots there. Mrs. Voelker asked if it was across the street from the dentist's office. Mr. Lang stated that was correct and it was also caddy-corner from the credit union, and also, he thought there was another doctor's office further to the north of there. Mr. Lang stated all of those were very nicely architecturally designed buildings that fit nicely along the Main Street corridor, and they were going to try to maintain that same residential feel in the neighborhood.

Mr. Violi asked if they had received any feedback from School City of Mishawaka or if they had conferred. Mr. Lang stated they had not had any feedback from them at the Board of Zoning Appeals meeting so at that time, they had not heard anything from School City. Mr. Violi asked if there were any plans for them to reach out to School City maybe before construction as it was

going right next to the school. Mr. Lang stated they had two public hearing notices go out to them and he believed Mr. Hixenbaugh could address that. Mr. Hixenbaugh stated after he had talked to Mr. Violi, he had the chance to consult with the Superintendent and the Director of Operations and School City had no plans that would lend itself to being interested in acquiring the property, nor did they have any objection based upon the good work that Mr. Lang and his client did working with the Planning Staff so that this was really limited to uses that should not pose a problem to the school that directly butted up against it. Mr. Violi thanked Mr. Hixenbaugh and Mr. Lang.

Question called for at 6:19PM for **RESOLUTION R2025-19 Motion passed by unanimous roll call vote (summary: Yes = 9).**

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

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

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 **PROPOSED ORDINANCE NO. 2025-12** based upon the request of the Administration in order to further revise the proposed ordinance. The motion was moved by Mr. Banicki and seconded by Mrs. Voelker and a voice vote was held on the motion. The motion was passed unanimously, and the matter was postponed to the next regularly scheduled council meeting.

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

Mr. Violi reported the Budget & Finance Committee recommended this proposed ordinance should be adopted. Upon a second by Mr. Banicki, the motion carried.

Rebecca Maguire, City Controller, spoke in favor of **PROPOSED ORDINANCE NO. 2025-13**. Mrs. Maguire stated she was requesting the Council's approval for an ordinance that defined the methods of payment accepted by the city as they would soon be accepting credit cards at additional departments at City Hall and this closed the circle on

the process listing credit cards specifically. Mrs. Maguire stated that they had researched it and found that they did not have something in place like this.

Mrs. Voelker asked if the police department would be accepting credit cards for paying fines. Mrs. Maguire stated yes.

Mr. Hixenbaugh thanked Mrs. Maguire for doing the research and looking into this matter and clearly, this would be a benefit to multiple members of the public. Mr. Hixenbaugh asked if this would eventually extend to payments to Mishawaka Municipal Utilities as well or if this was just a civil city initiative. Mrs. Maguire stated this was currently civil city, because Mishawaka Utilities already had their own credit card process in place and their own processor.

Question was called for at 6:24PM for **PROPOSED ORDINANCE NO. 2025-13 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. 5935.**

PRIVILEGE OF THE FLOOR

Michael Compton, 1530 South Lake George Drive, spoke under **PRIVILEGE OF THE FLOOR.** Mr. Compton stated he wanted to address the Council because of the generous gift that was given to him and his family. Mr. Compton stated he was not much at writing notes and writing cards and he did not think emails were appropriate, so as soon as he felt able, he wanted to come out and thank them all. Mr. Compton stated it was above and beyond anything he could have ever expected. Mr. Compton stated he appreciated it very much and for him personally, he was doing fairly well. Mr. Compton stated it was a long recovery, and it had been a tough one, but he had a good caregiver and some good doctors who were taking care of him. Mr. Compton stated it was going to take some time, but they told him he would get there. Mr. Compton stated some days he wondered about that, but he was seeing slow progress. Mr. Compton appreciated what the Council did, and he wanted to thank them personally.

Mr. Hixenbaugh stated it was great to see him and his wife Paula as well and even though he no longer sat up there on the dais, he was still one of them. Mr. Hixenbaugh asked Mr. Compton to please let them know if there was anything they could do for him, but it was great to see him.

Carlos Leyva, 448 South Olive Steet South Bend, Indiana, spoke under **PRIVILEGE OF THE FLOOR.** Mr. Leyva stated first, he wanted to let the Council know it was his first time in the new City Hall building and the chambers were beautiful. Mr. Leyva stated he grew up in South Bend, but it was not until he went to Marian High School where he got to know Mishawaka. Mr. Leyva stated he played football at Marian High School and also ran track and he used to run up and down the riverwalk all the time and Mishawaka had great parks and great schools. Mr. Leyva stated he told his friends when they asked him about South Bend and Mishawaka, you could not go wrong with either. Mr. Leyva stated they had a great mayor in Mayor Wood along with great residents. Mr. Leyva stated a lot of his friends lived in River Park so when they would

be spending time in River Park, they always came out to the downtown area which had great restaurants, and it was a great time. Mr. Leyva stated a lot of his friends in River Park were teachers and he thought public schools were a very important issue, and he thought Mishawaka schools hit a slam dunk with Dr. Stevens as their superintendent as he got to meet him and he was great. Mr. Leyva stated he was a man of great character and was very personable and he thought that he was a big reason why teachers wanted to teach in Mishawaka and also because of the family atmosphere. Mr. Leyva stated it was a great environment, and he went and saw the new turf field and track, and it was great. Mr. Leyva stated he could not say enough about Mishawaka, and he hoped they continued to support public schools as they always needed great teachers. Mr. Leyva stated he actually went from a law career to an educational career to become a teacher and he believed that was a great thing. Mr. Leyva stated he just wanted to make some observations, and he thought things were going well and he hoped South Bend could match the progress that Mishawaka was seeing. Mr. Leyva thanked the Council for their time.

NEW BUSINESS

Mr. Hixenbaugh stated at that time, based upon some scheduling conflicts on the part of several council members, The Chair entertained a motion to reschedule their July 21st council meeting to July 28th. Mr. Banicki moved the motion and with a second from Mrs. Voelker, a voice vote was held on the motion. The motion passed unanimously, and the council meeting was rescheduled.

Mr. Emmons made an announcement that the First District Neighborhood meeting would be on Thursday June 19th at St. Bavos at 7PM. Mr. Emmons stated their guest speaker would be Maureen Bauer, who was their state representative and she would be discussing what went on down at the state legislature to update them on the things that passed and did not pass and things that they were for or were against. Mr. Emmons stated all were welcome and as usual, refreshments from West End Bakery would be provided. Mr. Emmons stated he looked forward to seeing everyone there and it should be a very interesting meeting.

Mr. Mammolenti stated there had not been too many times where he had been emotional in the chambers, but when he saw Mr. Compton walked in he became incredibly emotional and it was so great to see him doing well. Mr. Mammolenti stated he had been in his family's prayers as he had been in the past several years and would continue to be. Mr. Mammolenti thanked Mr. Compton for being there. Mr. Mammolenti also made an announcement that Wednesday June 18th at 7PM at Fire Station #4 off of Harrison Road they would be having their Twin Branch Neighborhood Watch meeting and their guest speaker would be Mayor Dave Wood who would be presenting his State of the City as he did every year. Mr. Mammolenti stated all were welcome to attend.

ADJOURNMENT 6:31PM

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

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

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

May 13th, 2025

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

Pet 25-07
Received
MAY 13 2025
Planning and
Community Development

Deborah S. Block, MMC, MMC

MAY 22 2025

City Clerk
Mishawaka, IN

RE: PETITION TO REZONE

The undersigned Michael and Carrie Green respectfully show they are the owners of the following described real estate located in the City of Mishawaka, County of St. Joseph, State of Indiana, to-wit:

1. Lot numbered twenty-one (21) as shown on the recorded plat of R.E. Perkins, an addition to the City of Mishawaka, excepting therefrom fifth-four (54) feet off the south end, recorded March 16th 1898, in plat book 7, page 20, in the office of the recorder at St. Joseph County, Indiana.

APN# 16-1140-55224

Which has the address of 303 W. 6th St., Mishawaka, Indiana 46544-1909.

2. The north 24 feet of lot numbered forty-one (41) as shown on the recorded plat of R.E. Perkins addition to the town, now City, of Mishawaka, recorded in the plat book 7, page 20.

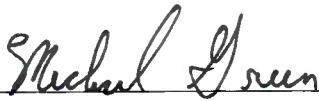
APN# 71-09-16-408-008-000-023

Which has the address of 512 S. Spring St., Mishawaka, Indiana 46544-1909.

Petitioners own one hundred (100%) percent of the above-described parcels of land which carries a zoning classification of C-1 District. Said property is a permanent residence.

Petitioners desire said real estate to be rezoned to R-1 District. Petitioners further state that they intend to utilize said land for a permanent residence.

Wherefore, the petitioners pray and respectfully request that the Common Council of the City of Mishawaka refer this matter to Mishawaka City Plan Commission and that after hearing, an appropriate ordinance be enacted rezoning the above-described parcels of land located in the City of Mishawaka.



Michael Green



Carrie Green

CONTACT PERSON:

Michael Green

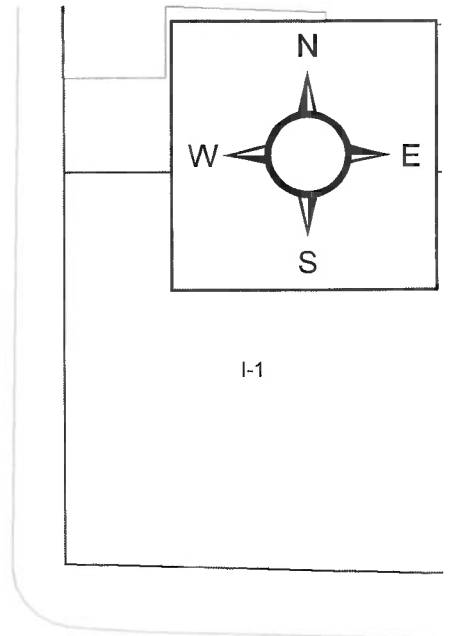
303 W. 6th St. Mishawaka, Indiana 46544-1909

(574) 807-1522

green3060@outlook.com

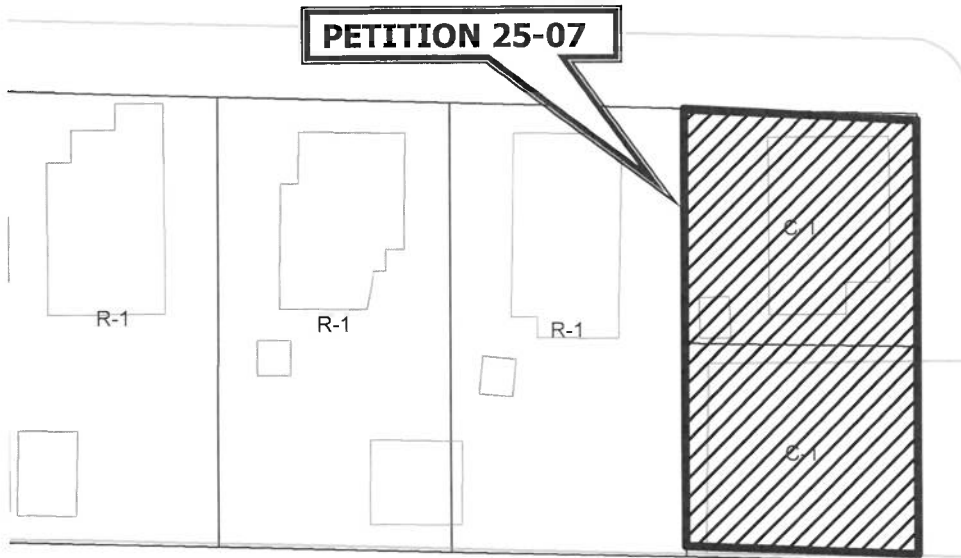


S SPRING ST

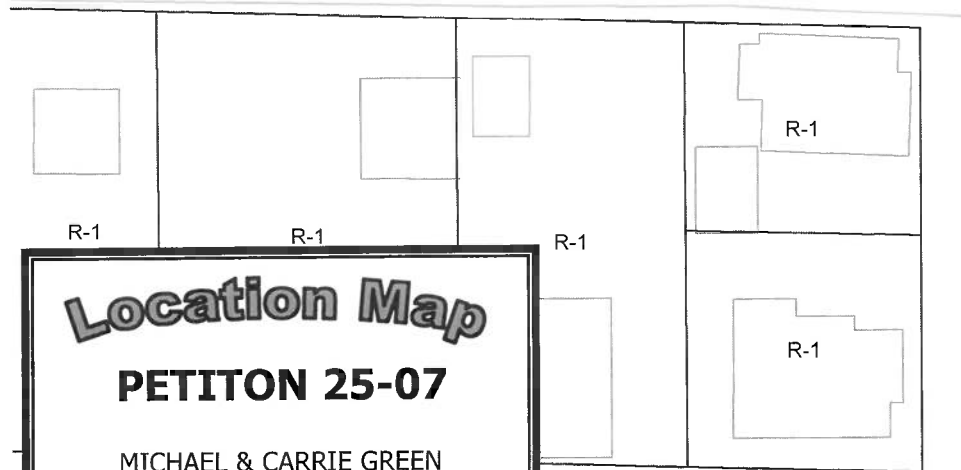
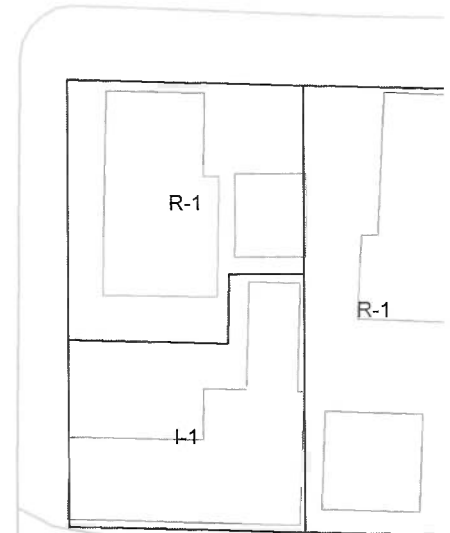


W SIXTH ST

PETITION 25-07



S SPRING ST



NTH ST

Location Map

PETITON 25-07

MICHAEL & CARRIE GREEN

303 W. 6TH STREET

REZONE PROPERTY FROM
C-1 GENERAL COMMERCIAL
TO R-1 SINGLE FAMILY RESIDENTIAL
(CURRENTLY A SINGLE FAMILY HOME)

This is NOT a fill-in form. It is to be used merely as a GUIDE in preparing your petition.

PET 25-08

DATE:

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

Received

JUN 13 2025

Planning and
Community Development

RE: PETITION TO REZONE

The undersigned (type names(s) of the titleholder(s) of record) respectfully show they are the owners of the following described real estate located in the City of Mishawaka, County of St. Joseph, State of Indiana, to-wit:

Lot 172-176 Geyers 4th Add

(Give accurate and complete legal description. Tax key numbers and shortened legals alone are not acceptable. Also give the common address or a definitive common location.)

Petitioner(s) own one hundred (100%) percent of the above described parcel of land which carries a zoning classification of I-2 Heavy Industrial District. Said property is (State the existing use of the real estate).

Petitioner(s) desire said real estate to be rezoned to R-1 Single-Family Res. District. Petitioner(s) further state that they intend to utilize said land for (State the proposed use for the property/ reason for the rezoning).

Wherefore, the petitioner(s) pray and respectfully request that the Common Council of the City of Mishawaka refer this matter to the Mishawaka City Plan Commission and that after hearing, an appropriate ordinance be enacted rezoning the above described parcel of land located in the City of Mishawaka.

Signature(s) of Property Owner(s)

Angela S. Richardson

Typewritten name also

Angela S. Richardson

Signature(s) of Property Owner(s)

Typewritten name also

CONTACT PERSON:

NAME Angela S. Richardson
ADDRESS 3418 York St. Mishawaka, IN 46544
PHONE NUMBER 574-276-1173 cell
FAX NA
EMAIL NA

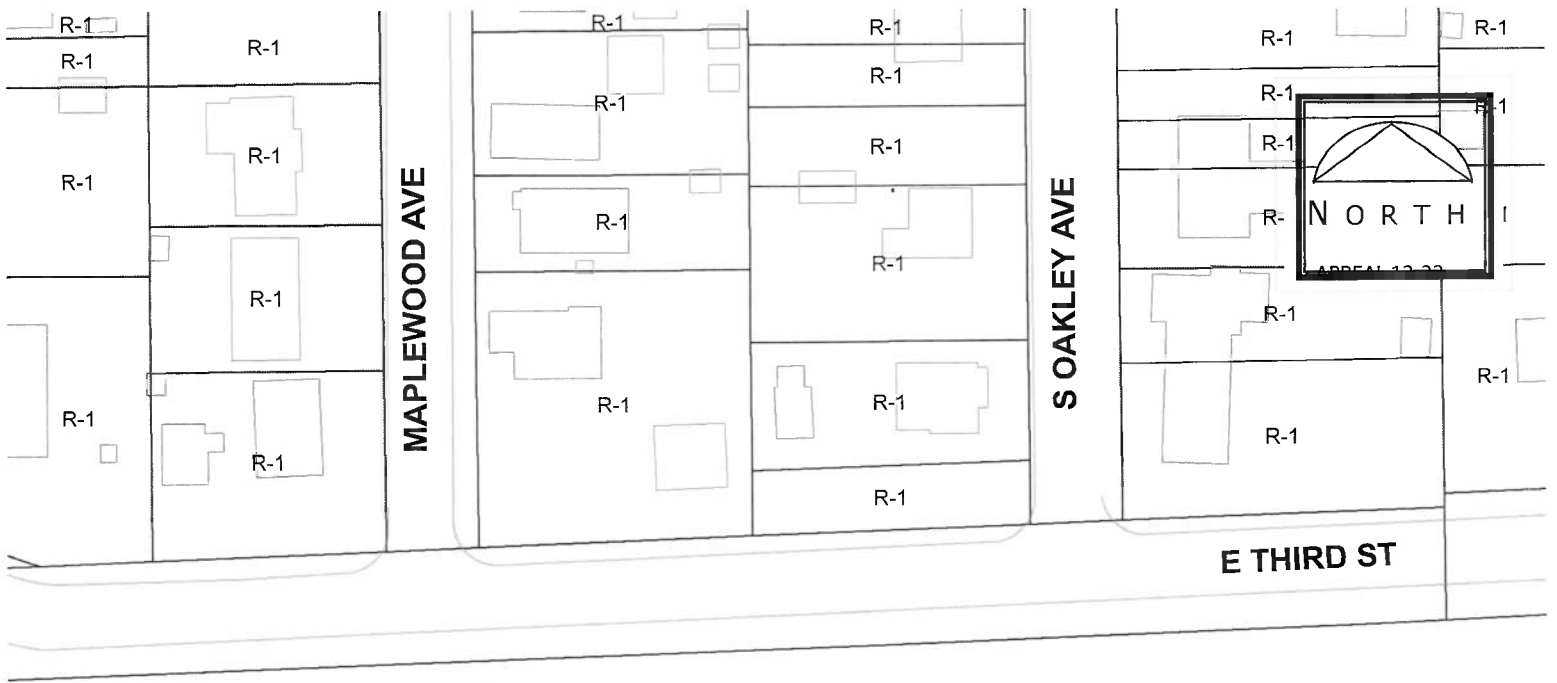
Deborah S. Block, MMC, MMC

JUN 20 2025

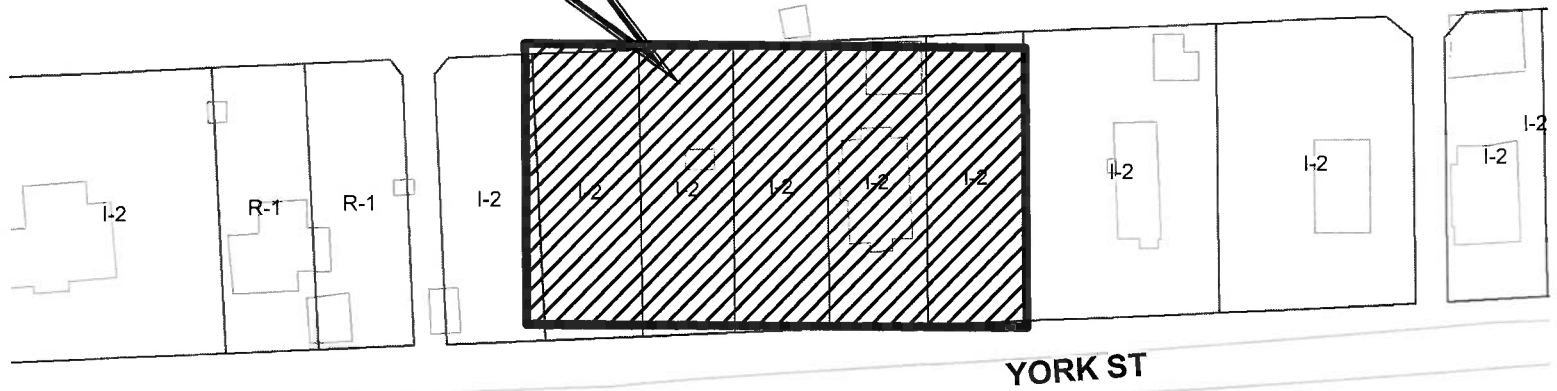
City Clerk
Mishawaka, IN







AP 25-09



Location Map
PETITION 25-08

ANGELA RICHARDSON
3418 YORK STREET

REZONE FROM I-2 HEAVY INDUSTRIAL
TO R-1 SINGLE FAMILY RESIDENTIAL

JUN 22 2025

City Clerk
Mishawaka, IN

Date: June 20, 2025

PET-25-09
Received
JUN 20 2025
Planning and
Community Development

To: The Honorable Members of the Common Council
City of Mishawaka, Indiana

Re: Petition for Amended PUD for:

MISH RE LLC
5201 Grape Road
Mishawaka, Indiana 46545

The undersigned, respectfully show that they are the owners of the following described real estate located in the unincorporated portion of St. Joseph County, Indiana:

SEE ATTACHED LEGAL DESCRIPTIONS:

Also commonly known as 3000 Block of East Cleveland Road, Granger, IN 46530.

The above-described parcels of land are presently zoned "S-2" Planned Unit Development District in the City of Mishawaka, Indiana.

Petitioners desire to Amended the existing "S-2" Planned Unit Development for certain developmental standards that were previously approved for said "S-2" Planned Unit Development District classification. The purpose for the Amended "S-2" Planned Unit Development request is to continue allowing for a planned mixed land use development having uses permitted in the following Districts: "C-1" Commercial, "C-2" Commercial, "C-4" Commercial, "C-7" Commercial, "C-9" Commercial and "C-10" Commercial. The Amended portion of the existing PUD is to allow:

A). Landscaping & Screening:

1. Front Yard (Along Cleveland Road Only);
2. 1 Overstory Tree at a 60 ft. on center spacing, 1.5: Cal.;
3. Font Yard screening (Along Cleveland Road);
Shrub requirement eliminated with this Amended PUD request;
4. Side & Rear Yards (West property line, Toll Road & Capital Avenue property lines);
1 Overstory Tree at a 100 ft. on center spacing, 1.5: Cal. Or
1 Understory Tree at a 40 ft. on center spacing, 1.5: Cal.;
5. Interior Landscape Areas;
All interior landscape islands shall consist of ornamental grasses and shrubs with islands provided
As shown on attached site plan.
6. Total Overstory trees = 83
Total Understory trees = 25

B). Bulk Regulations revisions:

1. Building/Limitations Architecture; 65 ft. Building setback from all private drives (Except for Welcome/Information Booth);

C). Parking/Landscaping revisions:

1. 18 ft. paving setback along all private internal drives/roadways;
2. 18 ft. greenspace areas along all private drives/roadways;
3. Sidewalks and Utilities may be provided within required 18 ft. greenspace along all private

interior drives/roadways.

4. A minimum utility/sidewalk free area of 8 ft. shall be provided within the 18 ft. greenspace for landscaping.

Wherefore, the petitioners pray and respectfully request that the Common Council of the City of Mishawaka refer this matter to the Mishawaka City Plan Commission and that after hearing, an appropriate ordinance be enacted for approval of the requested Amended "S-2" Planned Unit Development District for the above-described parcel of real estate located in the City of Mishawaka.



For: MISH RE LLC

Printed Name:

JOHN RUSTENK VP OF OPERATIONS

Ph. No.

480 334 4325

AMENDED PUD LEGAL DESCRIPTION EAST PARCEL:

A PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 3 EAST, HARRIS TOWNSHIP, ST. JOSEPH COUNTY, INDIANA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE NORTH 89°41'58" WEST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 888.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE OF SAID SECTION 23 NORTH 89°41'58" WEST, A DISTANCE OF 435.32 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 00°32'43" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 1317.98 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°51'36" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 535.00 FEET TO THE WESTERLY LINE OF CAPITAL AVENUE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES SOUTH 37°41'14" EAST, A DISTANCE OF 171.96 FEET (REC. SOUTH 37°34'58" WEST, 171.96 FEET), AND SOUTH 26°28'39" EAST, A DISTANCE OF 182.82 FEET (REC. SOUTH 26°38'33" EAST, 182.82 FEET), AND SOUTH 10°13'10" EAST, A DISTANCE OF 182.49 FEET (REC. SOUTH 10°23'04" EAST, 182.49 FEET), AND SOUTH 02°51'52" WEST, A DISTANCE OF 281.06 FEET (REC. SOUTH 02°41'58" WEST, 281.06 FEET), AND SOUTH 00°15'43" EAST, A DISTANCE OF 100.00 FEET (REC. SOUTH 00°25'37" WEST, 100.00 FEET), AND SOUTH 05°58'21" EAST, A DISTANCE OF 201.00 FEET (REC. SOUTH 06°08'15" EAST, 201.00 FEET), AND SOUTH 00°15'43" EAST, A DISTANCE OF 175.00 FEET (REC. SOUTH 00°25'37" WEST, 175.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CLEVELAND ROAD; THENCE ALONG THE SAID NORTHERLY RIGHT-OF-WAY FOR THE NEXT TWO (2) COURSES, SOUTH 82°17'48" WEST, A DISTANCE OF 241.33 FEET (REC. SOUTH 82°07'54" WEST, 241.33 FEET), AND SOUTH 67°09'16" WEST, A DISTANCE OF 81.41 FEET (REC. SOUTH 68°32'30" WEST, 80.78 FEET); THENCE SOUTH 00°18'02" WEST, A DISTANCE OF 20.00 FEET (REC. SOUTH 00°20'36" WEST, 20.00 FEET) TO THE POINT OF BEGINNING.

CONTAINING 21.30 ACRES MORE OR LESS.

SUBJECT TO ALL LEGAL RIGHT-OF-WAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

AMENDED PUD LEGAL DESCRIPTION WEST PARCEL:

A PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23 AND THE NORTHEAST QUARTER OF SECTION 26, BOTH IN TOWNSHIP 38 NORTH, RANGE 3 EAST, HARRIS TOWNSHIP, ST. JOSEPH COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 00°25'31" WEST ALONG THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 23, A DISTANCE OF 1040.59 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF INDIANA EAST-WEST TOLL ROAD (I 80-90); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR THE NEXT TWO (2) COURSES, NORTH 51°26'34"EAST, A DISTANCE OF 1322.08 FEET, AND NORTH 55°30'54" EAST, A DISTANCE OF 193.49 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CAPITAL AVENUE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF CAPITAL AVENUE FOR THE NEXT FIVE (5) COURSES, SOUTH 42°40'53" EAST, A DISTANCE OF 31.28 FEET (REC. SOUTH 42°34'37" EAST, 28.51 FEET), AND SOUTH 45°32'38" EAST, A DISTANCE OF 100.12 FEET (REC. SOUTH 45°26'22" EAST, 100.12), AND THENCE SOUTH 48°23'31" EAST, A DISTANCE OF 402.00 FEET (REC. SOUTH 48°17'15" EAST, 402.00 FEET), AND SOUTH 41°51'47" EAST, A DISTANCE OF 350.13 FEET (REC. SOUTH 41°45'31" EAST, 350.13 FEET), AND SOUTH 37°41'14" EAST, A DISTANCE OF 55.20 FEET (REC. SOUTH 37°34'58" WEST. 55.20 FEET) TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 89°51'36" WEST ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 535.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 00°32'43" EAST ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 1317.98 FEET MORE OR LESS TO A POINT ON THE CENTERLINE OF CLEVELAND ROAD; THENCE ALONG SAID CENTERLINE OF CLEVELAND ROAD, NORTH 89°41'58" WEST, A DISTANCE OF 1323.83 FEET MORE OR LESS TO THE POINT THE POINT OF BEGINNING. CONTAINING 50.76 ACRES MORE OR LESS. SUBJECT TO ALL LEGAL RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

Property Owners List (within 300 ft. of Petition Site)

BENNETT RICHARD D MEMORIAL
TRUST & BENNETT JEFFREY D &
1421 Ship Rd
West Chester PA 19380

LEHNER CARL L AND MARY ANNE
5201 N Grape Rd
Mishawaka IN 46545

STATE OF INDIANA
P O BOX 429
La Porte IN 46352

MISH RE LLC
5201 Grape Rd
Mishawaka IN 46545

VERMA ANURAG
53056 County Kerry Dr
Granger IN 46530

WRIGHT LANE A & DORA PAULINE
14272 Cleveland Rd
Granger IN 46530

GALLAM DEAN G & AVIS E
53040 County Kerry Dr
Granger IN 46530

37 MILESTONE LLC
16858 Edinburg Ln
South Bend IN 46635

MISH RE LLC
5201 Grape Rd
Mishawaka IN 46545

**WRIGHT LANE A AND PAULINE AS
TRUSTEES OF THE WRIGHT FAMILY**
14272 Cleveland Rd
Granger IN 46530

MISH RE LLC
5201 Grape Rd
Mishawaka IN 46545

MISH RE LLC
5201 Grape Rd
Mishawaka IN 46545

**BENNETT ROBERT E AND KAY M
JOINT REVOCABLE TRUST W**
14154 Cleveland Rd
Granger IN 46530

MISH RE LLC
5201 Grape Rd
Mishawaka IN 46545

MARTIN JOSHUA R
53044 County Kerry Dr
Granger IN 46530

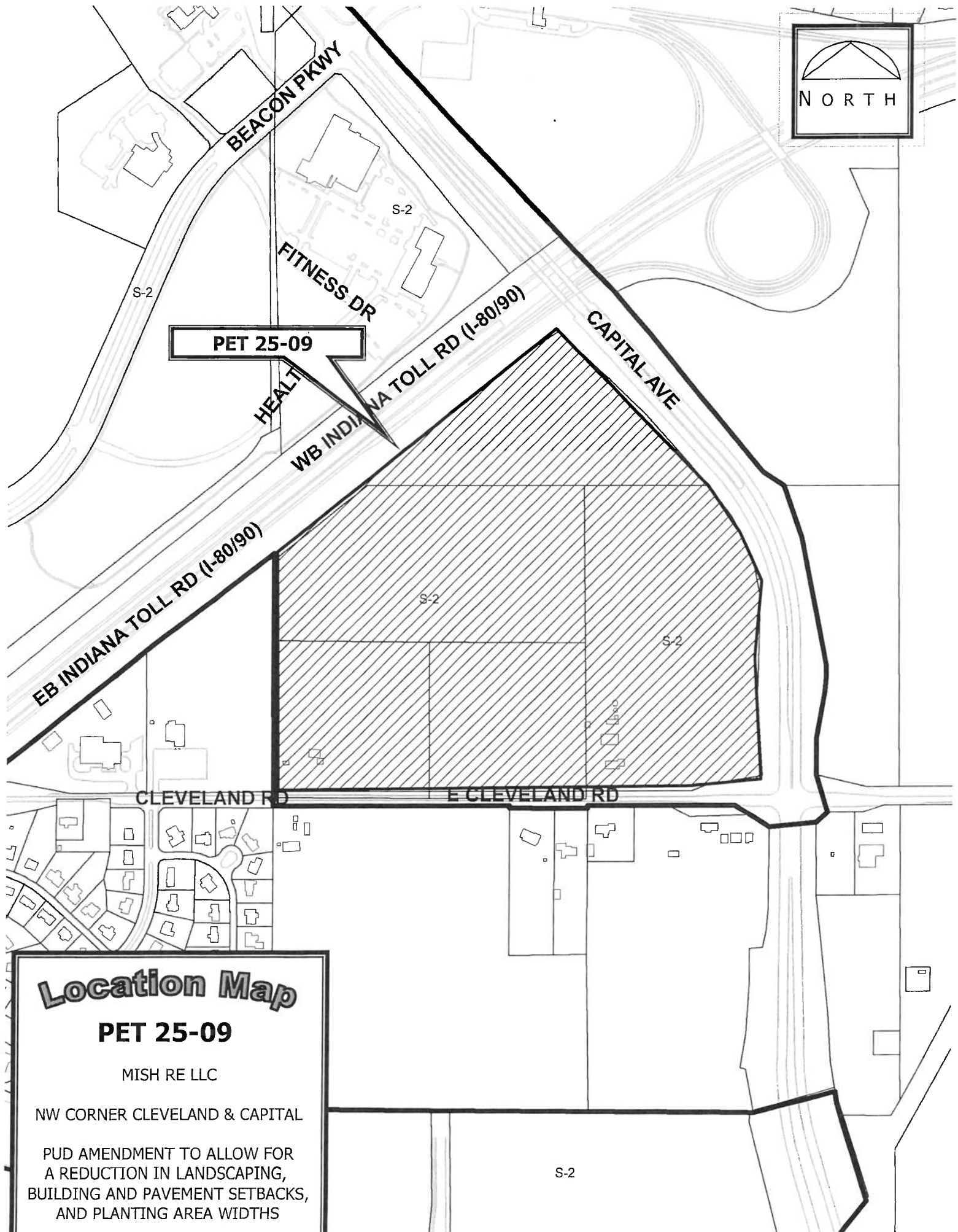
MISH RE LLC
5201 Grape Rd
Mishawaka IN 46545

WRIGHT DWAYNE A & COLEEN M

14254 Cleveland Road
Granger IN 46530

MICHIANA COVENANT CHURCH INC

14567 Cleveland Rd
Granger IN 46530



Location Map

PET 25-09

MISH RE LLC

NW CORNER CLEVELAND & CAPITAL

PUD AMENDMENT TO ALLOW FOR
A REDUCTION IN LANDSCAPING,
BUILDING AND PAVEMENT SETBACKS,
AND PLANTING AREA WIDTHS

S-2

1st Reading 5/19/25
2nd Reading
Passed
Failed
Continued To

PROPOSED ORDINANCE NO. 2025 – 12

ORDINANCE NO. _____

AS AMENDED

Deborah S. Block, MMC, MMC

JUL 02 2025

City Clerk
Mishawaka, IN

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA
AUTHORIZING SPECIAL UTILITY SERVICE CONTRACTS FOR ECONOMIC
DEVELOPMENT AND CUSTOMIZED UTILITY NEEDS

WHEREAS, the City of Mishawaka (“City”), through Mishawaka Utilities (“MU”), owns and operates public water, wastewater, sewer, and electric utilities that provide essential services to residents and businesses; and

WHEREAS, the City 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 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 Common Council of the City of Mishawaka (“Council”) to authorize MU 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. The Council hereby authorizes MU to negotiate special utility service contracts (“Special Contracts”) for the provision of water, wastewater, sewer, and electric services to commercial, industrial, or institutional users whose operations or investments justify a tailored service approach. The terms of such Special Contracts may include: (a) non-standard rate structures; (b) bulk or volume-based pricing; (c) infrastructure delivery coordination; (d) timed service implementation aligned with project milestones; and/or (e) other terms as mutually agreed.

Section 2. MU shall complete a cost-of-service study (“Study”) to identify the actual cost to implement each Special Contract. The Study will be incorporated into all relevant negotiations to ensure: (a) equitable and transparent pricing; (b) no subsidization of the cost of service by ratepayers; and (c) fiscal responsibility. In order to be eligible for Council approval, a Special Contract must be consistent with the Study’s findings, including but not limited to the non-negotiable requirement that

general ratepayers may not be required to subsidize the cost of service associated with the Special Contract.

Section 3. In recognition of the competitive and strategic nature of economic development negotiations, the City may treat the terms and conditions of any Special Contract as confidential and exempt from public disclosure to the extent permitted by the Indiana Access to Public Records Act (I.C. 5-15-3) ("APRA"). The City shall consider the terms and conditions of a Special Contract to be confidential only until such time as the parties reach a tentative agreement regarding the Special Contract. At the time that the parties reach a tentative agreement, and in any event by no later than the time that the City submits a Special Contract to the Council for formal approval, the City shall make the Special Contract in its entirety available for full public disclosure. Additionally, in accordance with APRA, the terms of the final offer of public financial resources communicated by MU and/or the City to a prospect for a Special Contract which is refused by the prospect shall be available for inspection and copying after negotiations with that prospect have terminated.

Section 4. To ensure transparency and maintain the integrity of the Council's decision-making process while adhering to applicable confidentiality requirements, the City shall keep the Common Council informed of any negotiations conducted pursuant to this ordinance as follows: (a) When permissible under the Indiana Open Door Law, the City will brief the Common Council in Executive Session regarding the status and substance of ongoing negotiations prior to final Council action; and (b) in circumstances where an Executive Session is not permitted or feasible, the City shall, at a minimum, provide the Council President with relevant details of the negotiations in a timely manner, and the Council President may, as appropriate and consistent with legal obligations, share this information with the broader Council to ensure informed deliberation and decision-making.

Section 5. The City shall submit all Special Contracts to the Mishawaka Utility Board ("Board") for initial approval. Thereafter, the City shall submit all Special Contracts to the Council for final approval.

Section 6. This ordinance shall only apply to those Special Contracts negotiated by the City after the effective date of the ordinance. The passage of this ordinance shall not alter the rates paid by any current MU commercial, industrial, or institutional user as of the ordinance's effective date.

Section 7. On or before October 1 of each year, MU shall submit its proposed budget (in its entirety) to the Council for review. The Board, which includes a Council representative, shall retain the authority to take final action to approve the MU budget. No special contract may take effect until final Board approval of the MU budget has occurred.

Section 8. 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 9. 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 ____ day of_____, 2025 at _____ o'clock __.m.

Gregg Hixenbaugh, Council President

ATTEST:

Deborah S. Block, IAMCA, MMC
City Clerk

PRESENTED to the Mayor 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, Mayor

PROPOSED ORDINANCE NO. 2025-14

ORDINANCE NO.

HPC # 25-01

Deborah S. Block, HMC, MMC

JUN 04 2025

City Clerk
Mishawaka, IN

**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



EXHIBIT A

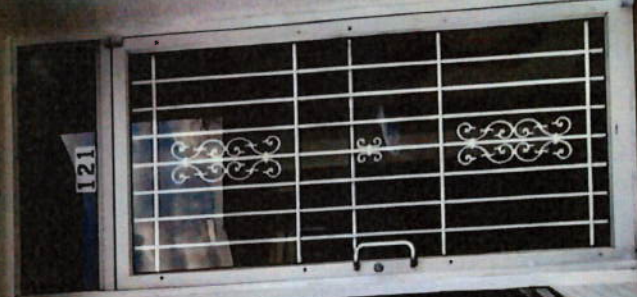
Photographs

MISHAWAKA HISTORICAL MUSEUM

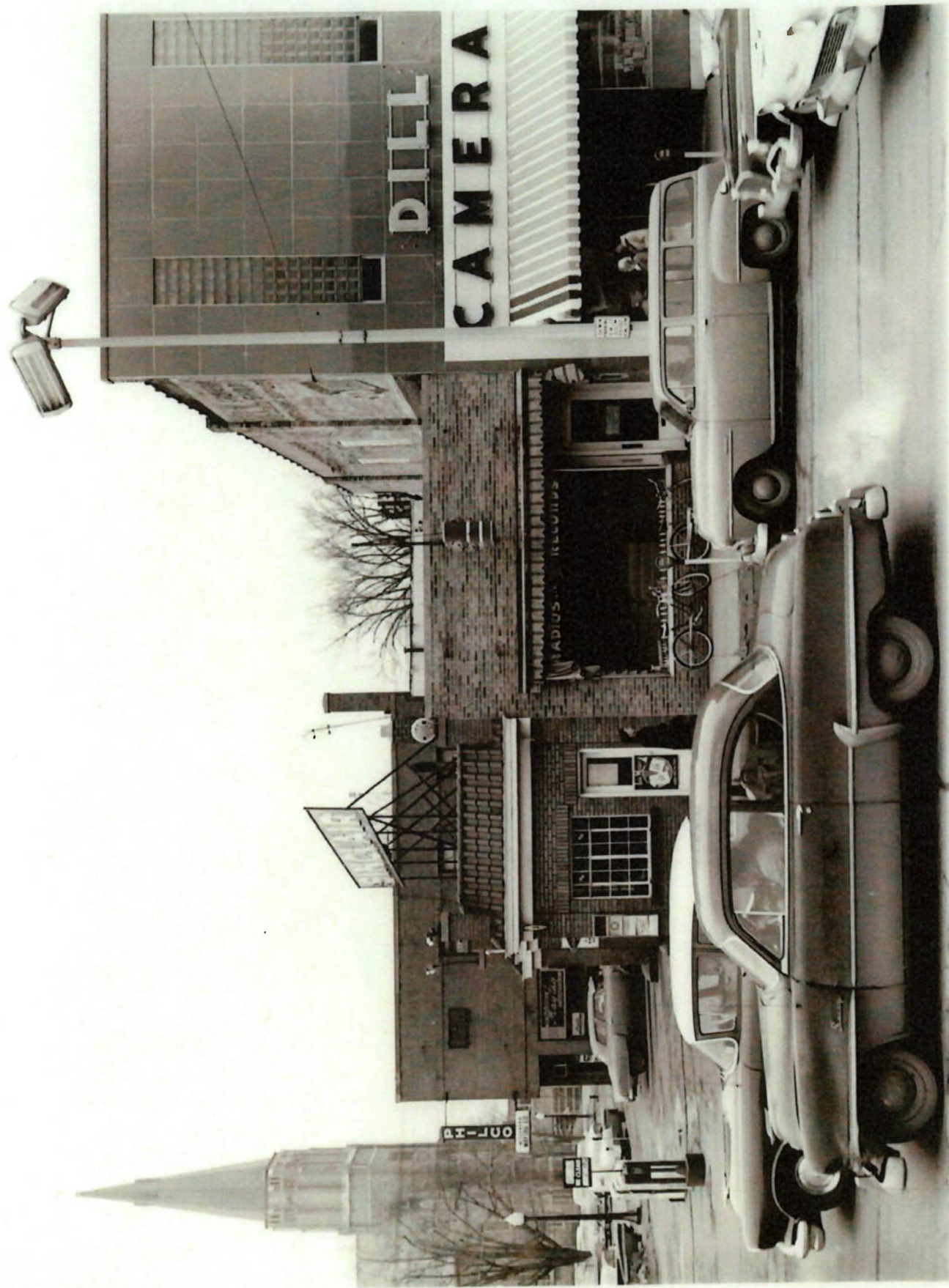



MISHAWAKA
HISTORICAL MUSEUM

OPEN









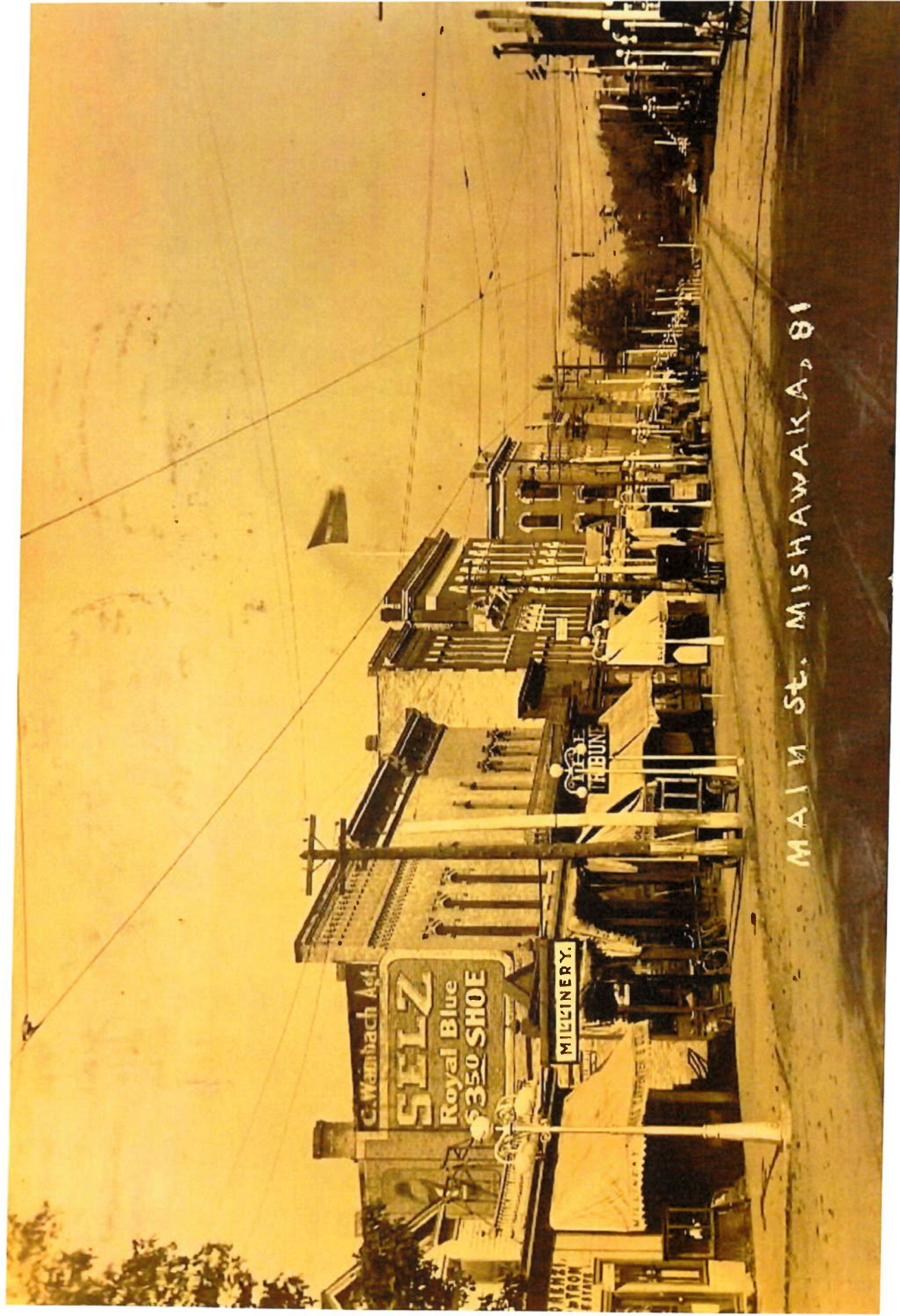


THE NEWS-TIMES.

MISHAWAKA BRANCH OF
THE NEWS-TIMES.

MISHAWAKA BRANCH OF
THE NEWS-TIMES.

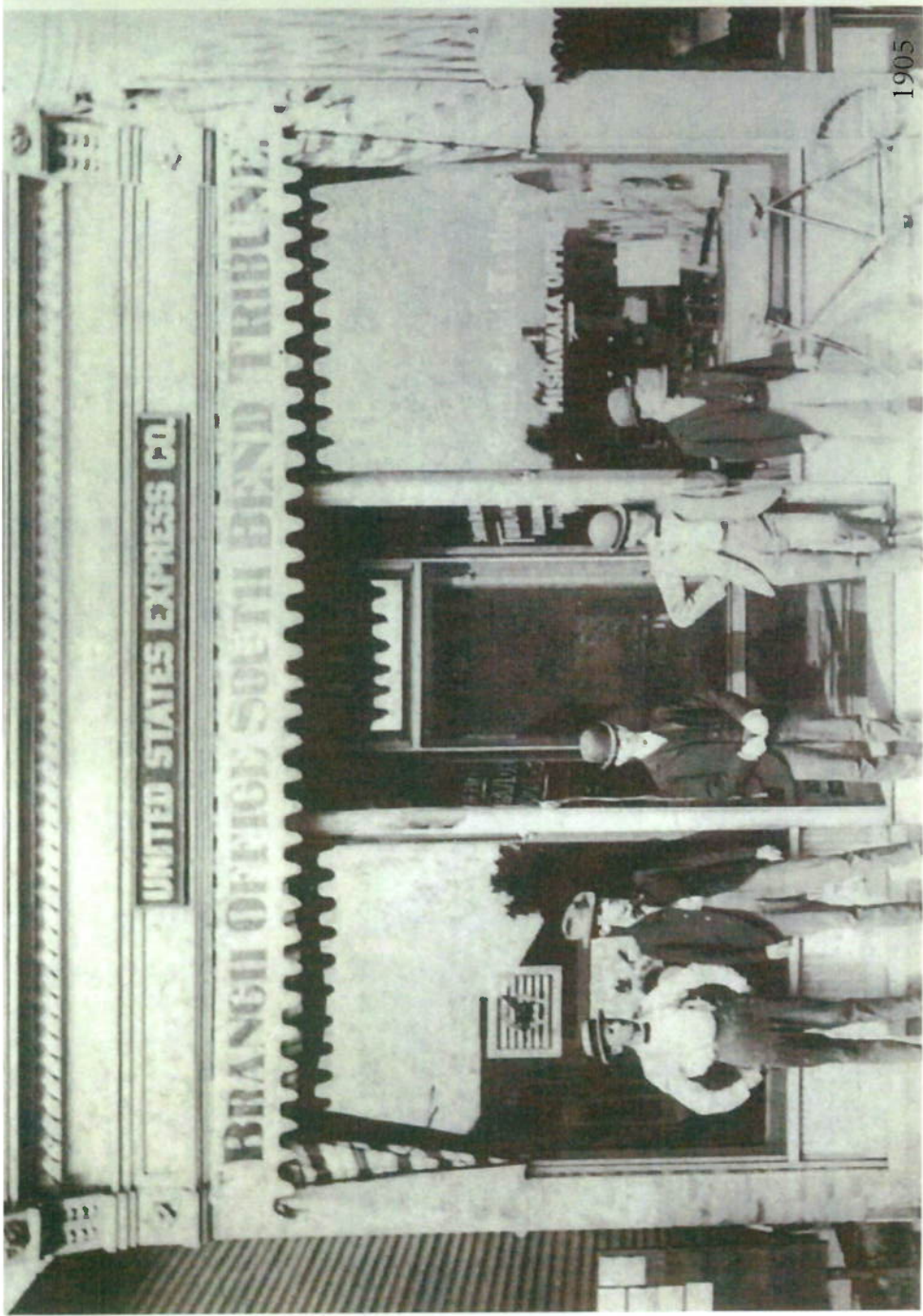




MAIN ST. MISHAWAKA, IN.

UNITED STATES EXPRESS CO.

BRANCH OFFICE SOUTH BEND TRIBUNE



1905



EXHIBIT B

Property Significance & Description

CITY OF MISHAWAKA HISTORIC PRESERVATION COMMISSION

**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.

CITY OF MISHAWAKA HISTORIC PRESERVATION COMMISSION

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

CITY OF MISHAWAKA HISTORIC PRESERVATION COMMISSION

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. DeKever, 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 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 1/2" by 9 1/2"), 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.

PARCEL NUMBER 71-09-16-279-018.000-023	DUPLICATE NUMBER 43895	TAX YEAR 2024 Payable 2025	Late Payment Penalty: 5% penal May 12, 2025, if there is no delinqu amount; 10% penalty for previous delinquency or if payment is made June 11, 2025
TAXING UNIT NAME 023-Mishawaka-Penn	LEGAL DESCRIPTION 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		
PROPERTY ADDRESS 121 S Main St Mishawaka IN 46544			
			
SPRING AMOUNT DUE by May 12, 2025:			\$165.09



T12 P1



3539-7735-1
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 Payable
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 71-09-16-279-018.000-023	DUPLICATE NUMBER 43895	TAX YEAR 2024 Payable 2025	Late Payment Penalty: 5% penal November 10, 2025, if there is no delinquent amount; 10% penalty fo previous delinquency or if paymen made after December 10, 2025
TAXING UNIT NAME 023-Mishawaka-Penn	LEGAL DESCRIPTION 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		
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 Payable
St. Joseph County Treasurer
P.O. Box 4758
South Bend, IN 46634-4758

000004389500000000165090

TAXPAYERS' COPY - KEEP FOR YOUR REC

FOLD AND TEAR HERE

COUNTY: 71 - ST. JOSEPH			DUE DATES
PARCEL NUMBER 71-09-16-279-018.000-023	DUPLICATE NUMBER 43895	TAX YEAR 2024 Payable 2025	SPRING - May 12, 2025 FALL - November 10, 2025
TAXING UNIT NAME 023-Mishawaka-Penn	LEGAL DESCRIPTION 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		

DATE OF STATEMENT: 04/10/2025

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

Page 1 of 3

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 Kwik
Chris Redik
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 REDIK 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.

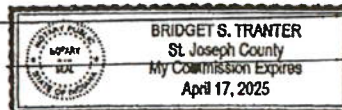
My commission expires:

Signature

Bridget S. Tranter

Printed

Residing in



Notary Public

County, Indiana

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:

Grantee's Mailing Address and Mailing Address for Tax Bills:
(must be a street address)

2112 Lincoln Ave
Mishawaka IN 46544



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

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:

05/05/2017, 3:31 PM

Print Date:

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

BUYER

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

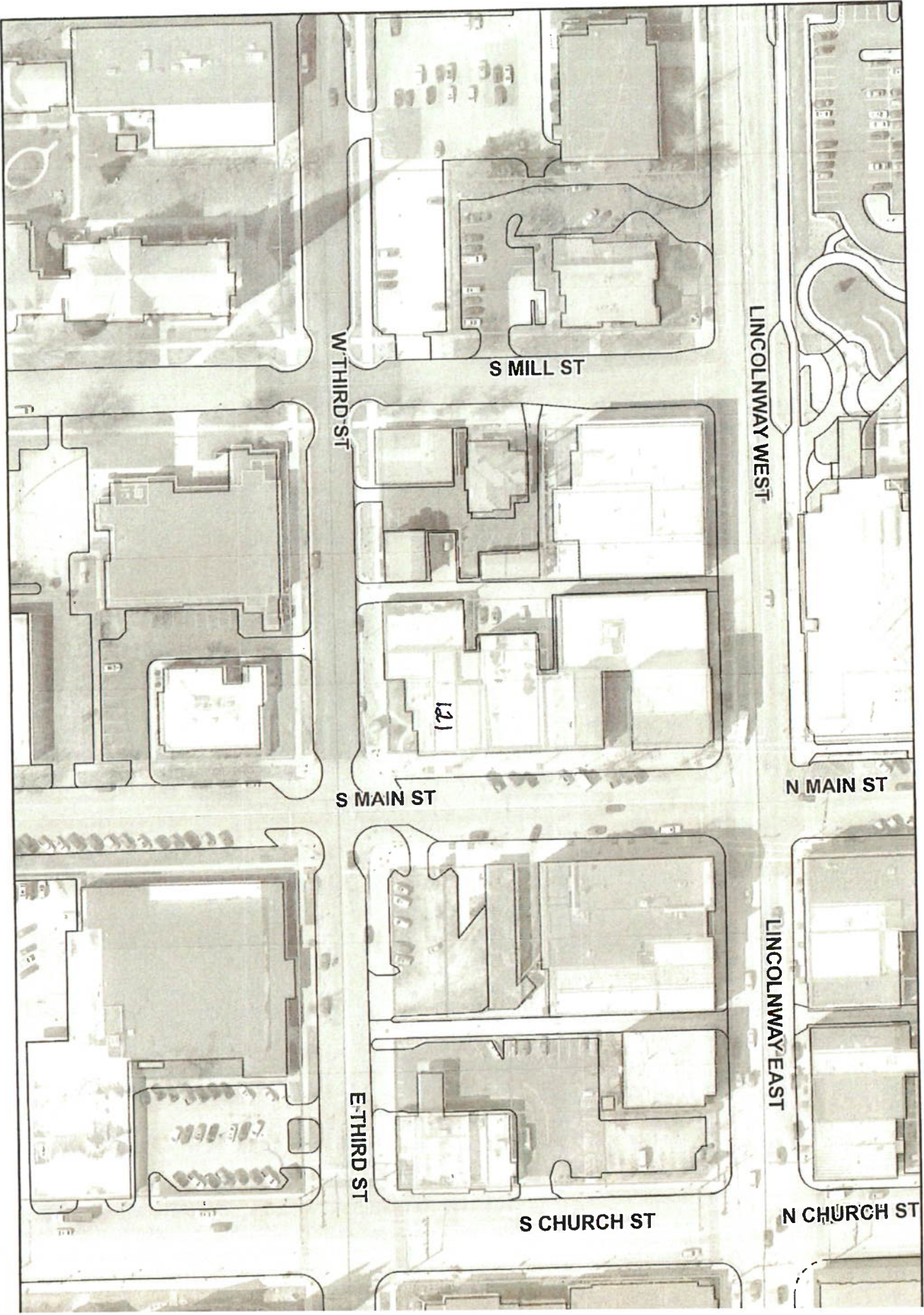
By:

Name:

Title:

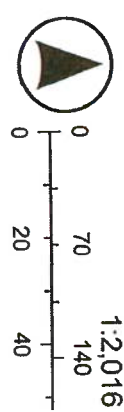
Peter J. DeKever

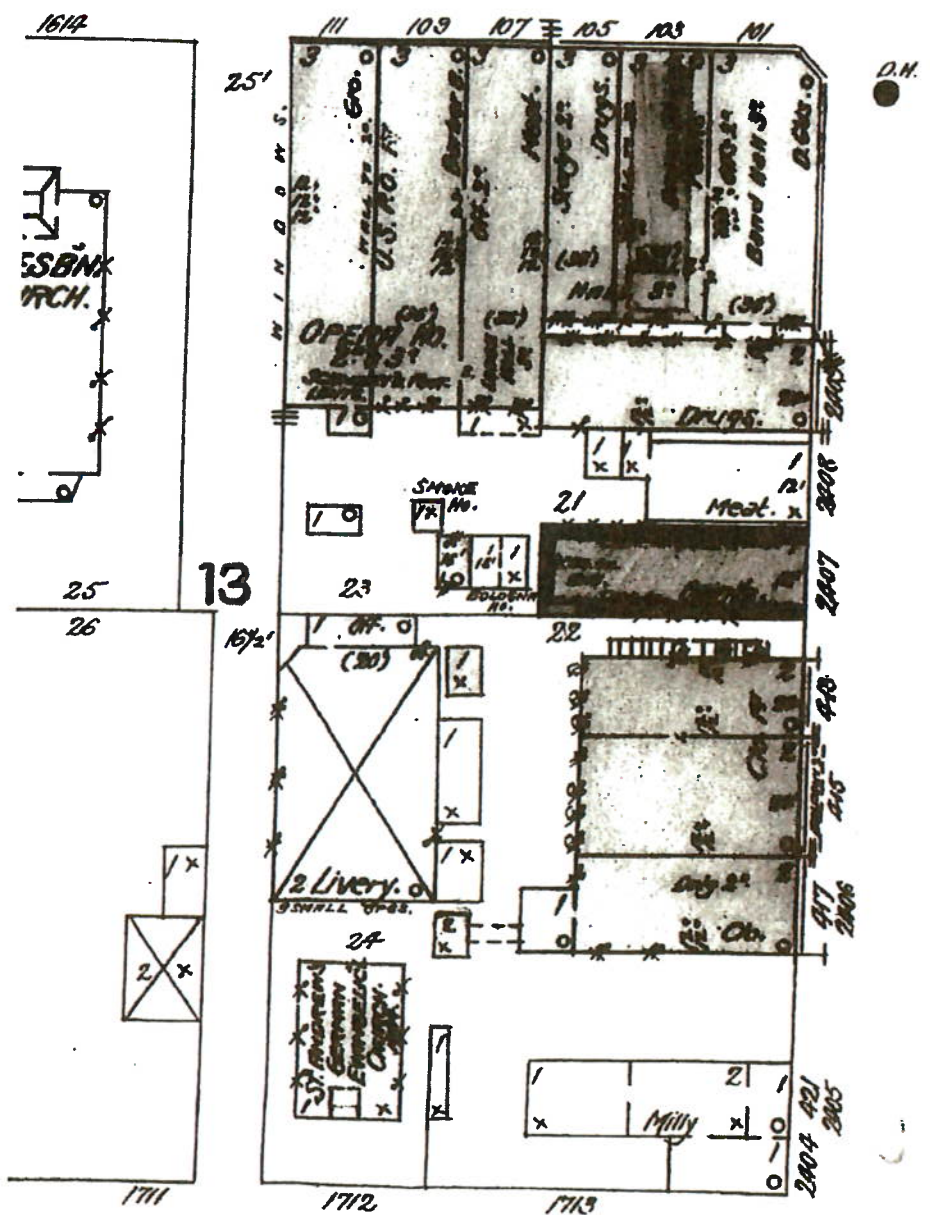
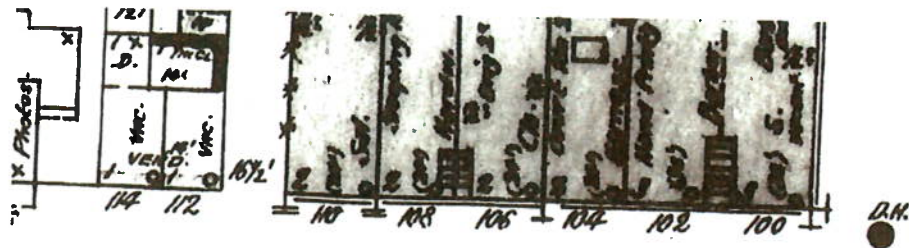
Treasurer



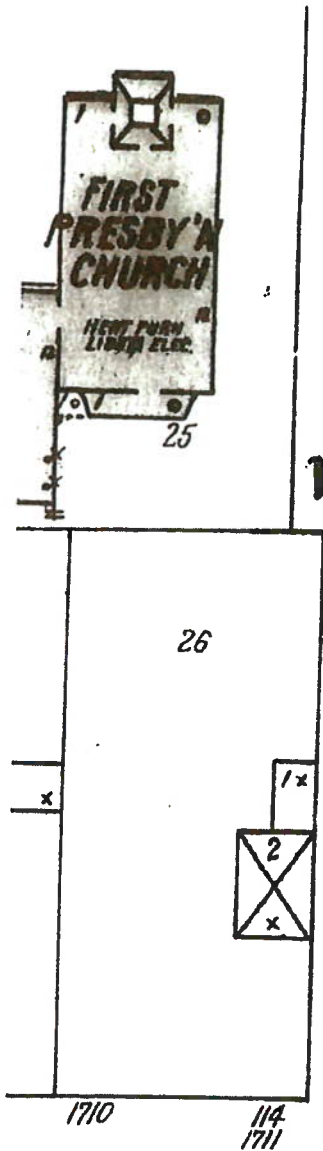
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- Centerline
- Buildings
- Road Edges
- Hydrology
- Image
- Active
- Existing
- Proposed
- Mishawaka Area Parcels
- Mishawaka City Limits
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Rail Road

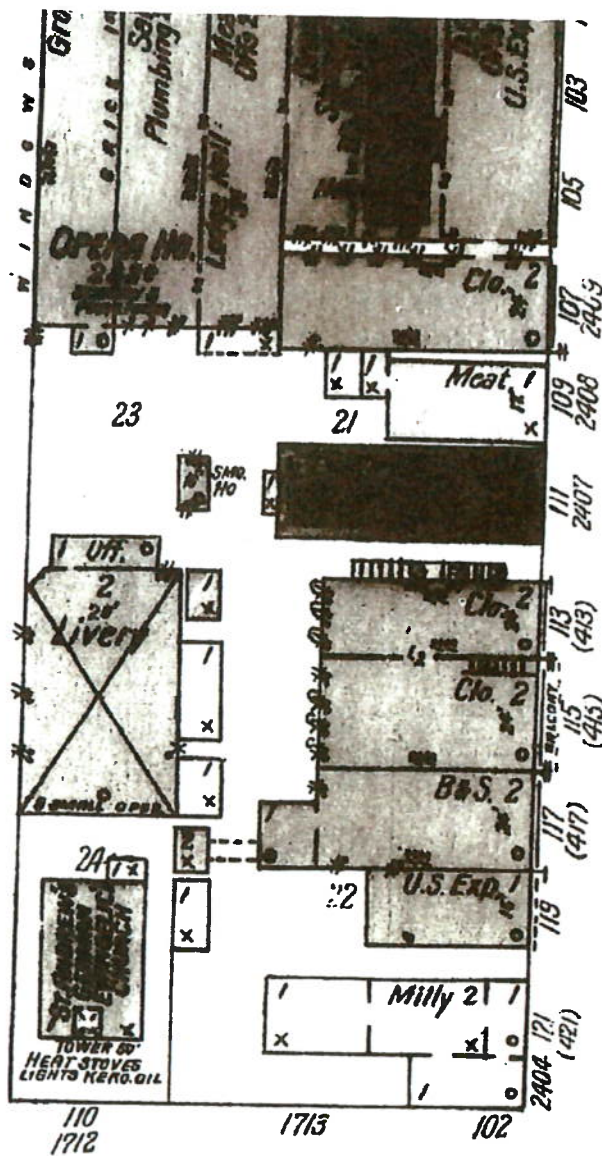




MAIN



13

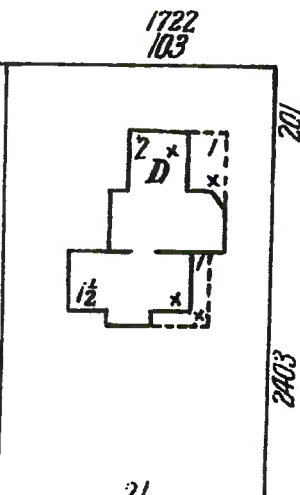
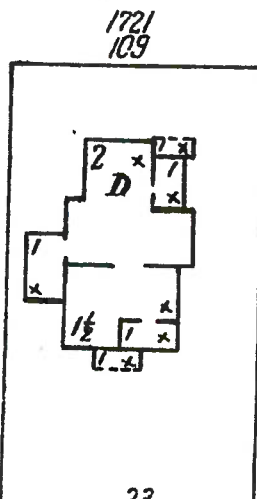
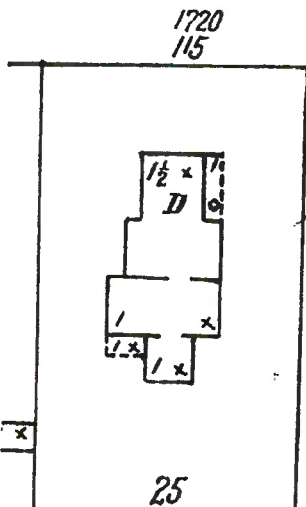


S.MAIN

ST.

4" W. Pipe

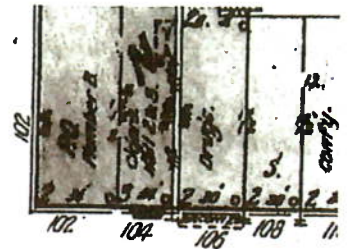
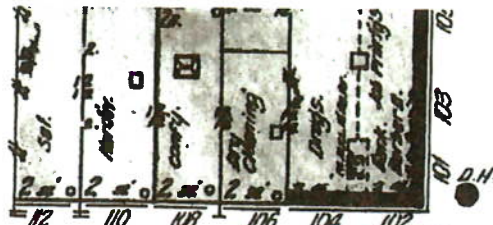
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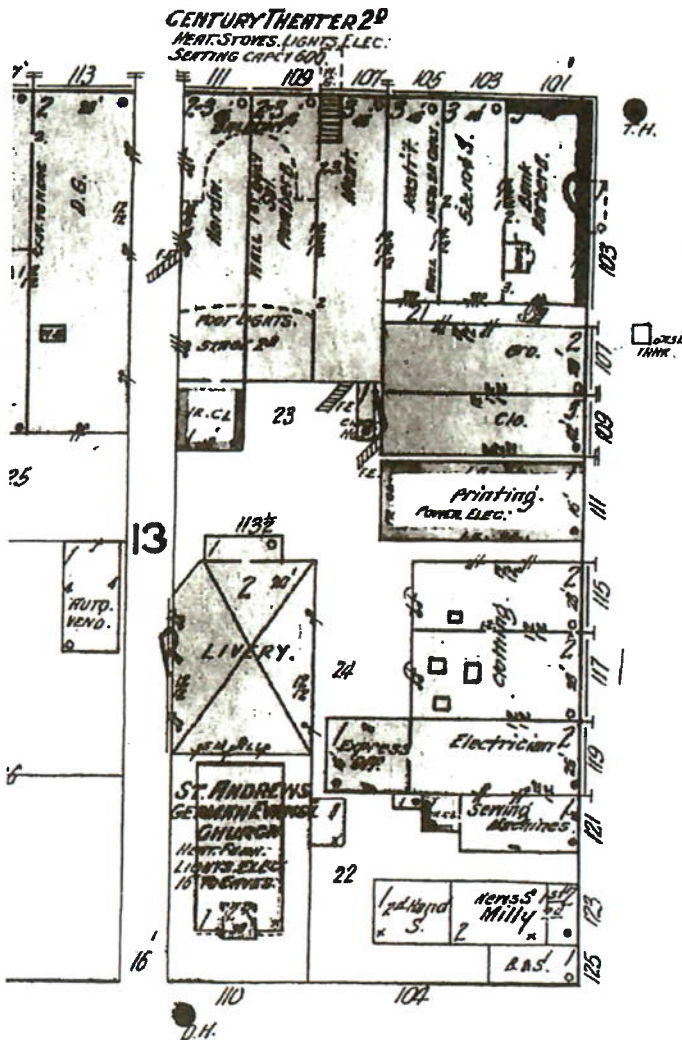
D.H.

4" W. Pipe

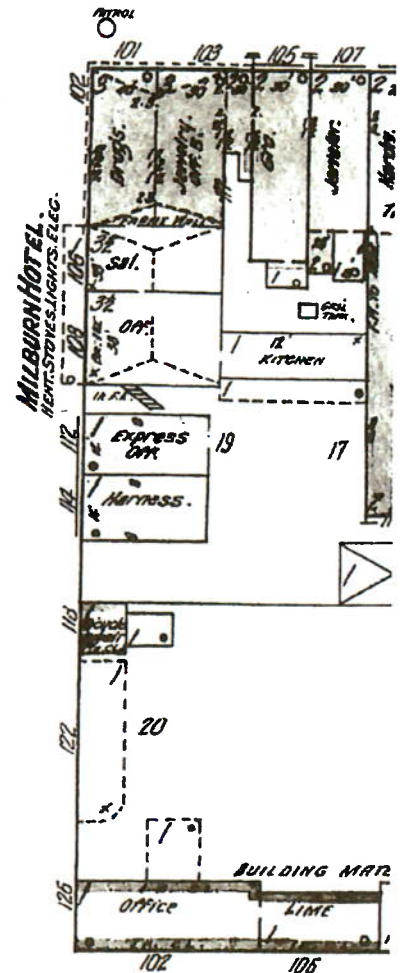
6" W. Pipe



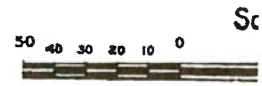
2ND ST.

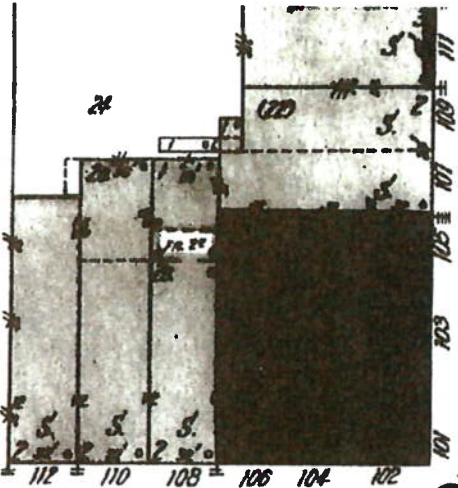
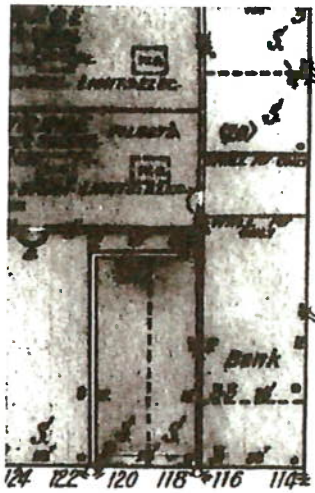


S. MAIN



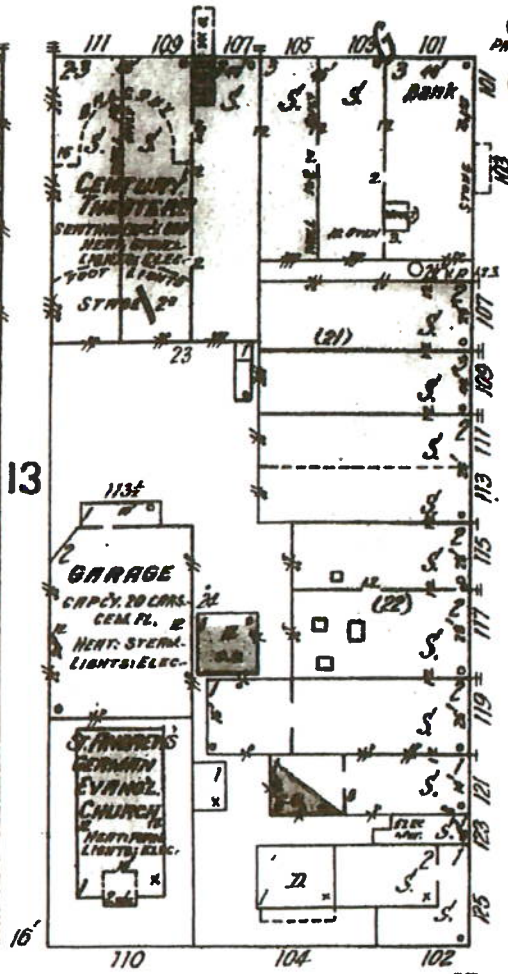
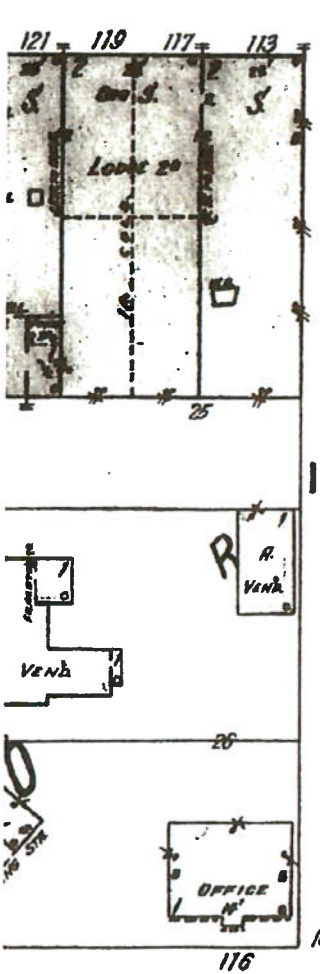
3RD ST.



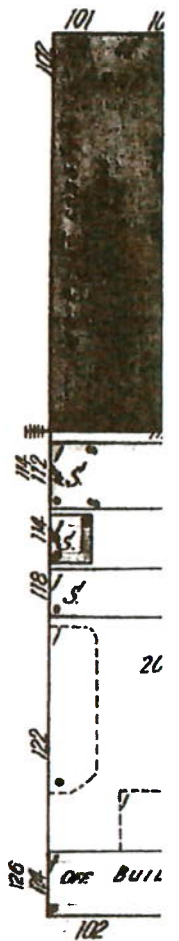


PIPE LINCOLN WAY W.

(2 NE



S. MAIN



PIPE W. 3RD

ST.



EXHIBIT C

Preservation Guidelines

EXHIBIT C

Preservation Guidelines

DEMOLITION

The purpose of designating historic districts is to preserve and protect building that significantly represent the historical and architectural development of the City and give 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 irreplaceable structure is put in its place; it might never occur. The gap in the streetscape that exists after an historic building has been demolished will have a long term and negative effect on the neighborhood as a whole. This negative influence could grow and cause property values to decline and further demolition to occur. Respectful rehabilitation, rather than demolition, is always better for the neighborhood.

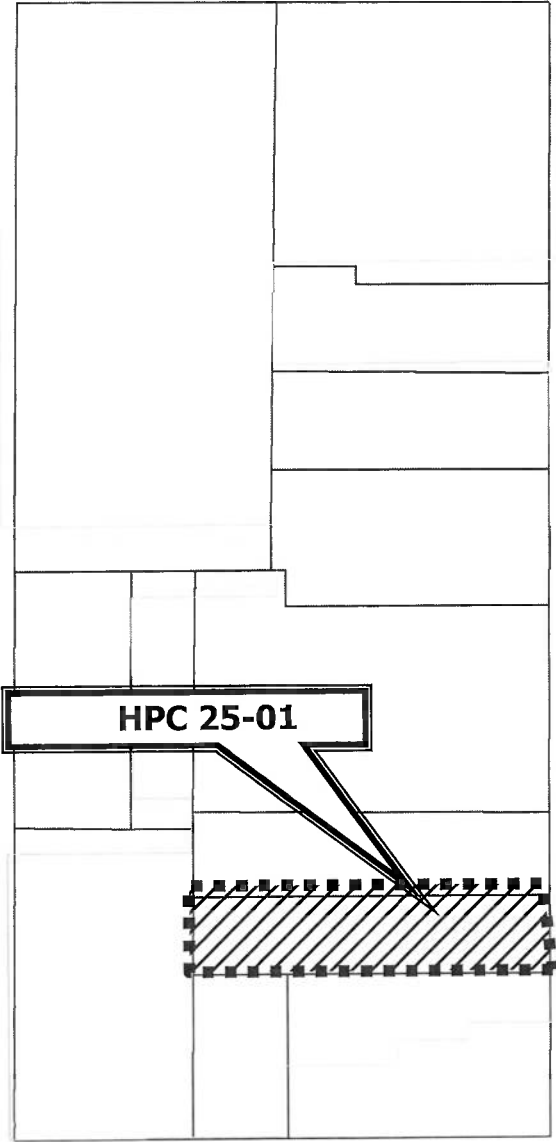
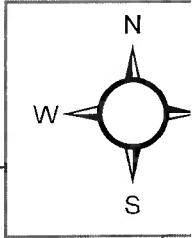


EXHIBIT D

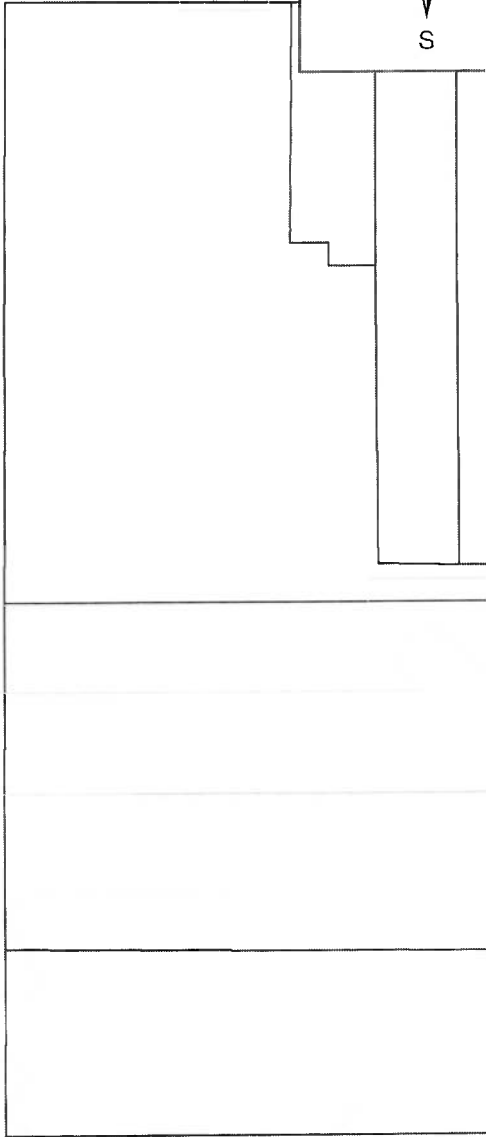
Aerial View/ Location of Property

LINCOLNWAY WEST

LINCOLNWAY EAST



S MAIN ST



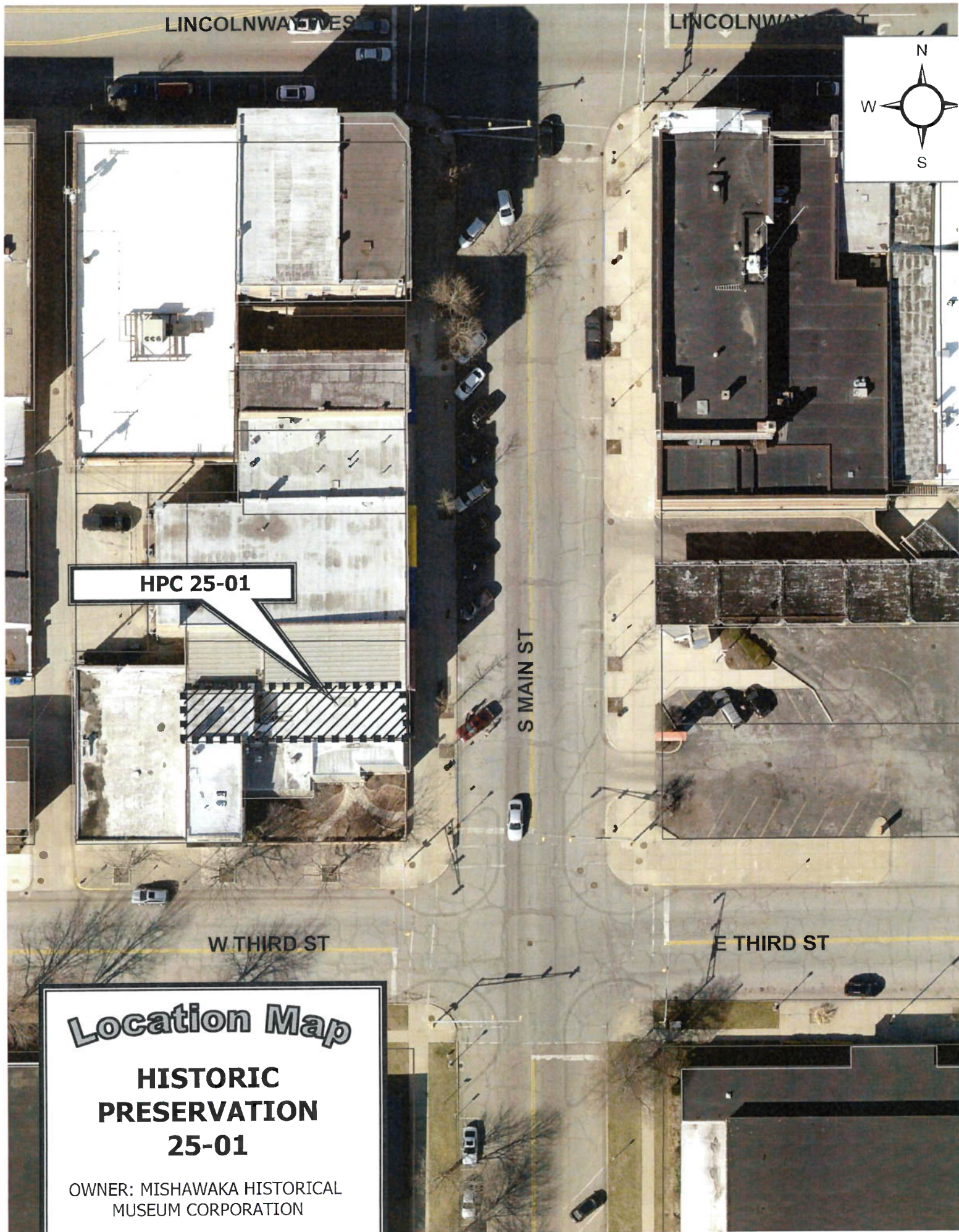
W THIRD ST

E THIRD ST

Location Map

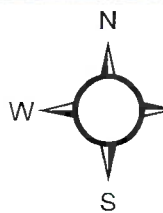
**HISTORIC
PRESERVATION
25-01**

OWNER: MISHAWAKA HISTORICAL
MUSEUM CORPORATION



LINCOLNWAY WEST

LINCOLNWAY EAST



HPC 25-01

S MAIN ST

W THIRD ST

E THIRD ST

Location Map

**HISTORIC
PRESERVATION
25-01**

OWNER: MISHAWAKA HISTORICAL
MUSEUM CORPORATION

JUN 12 2025

City Clerk
Mishawaka, IN

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)

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 “IHCD”) 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 States 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. Owner Compliance.

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. Payment In Lieu of Taxes.

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
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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.