REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL

July 7, 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 July 7, 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, followed by a moment of silence in memory of Tom McFarland, one of the custodians at City Hall who unfortunately passed away last evening.

Ken Prince, Director of Planning and Community Development, shared some additional thoughts with regard to Tom's unfortunate passing on behalf of the Administration. Mr. Prince thanked the Council for the opportunity. Mr. Prince stated needless to say, they were very saddened to learn of Tom's passing as it was really shocking when he went home from work on Thursday for the holiday weekend and then he died very unexpectedly. Mr. Prince stated he was only 68 years old, and Tom worked in Central Services as a janitor and was most recently assigned to the first floor of City Hall. Mr. Prince stated Tom became a familiar and friendly face to all who passed through the building, whether he was directing visitors, helping guide delivery drivers, or simply greeting employees with "How you doing?" Mr. Prince stated he was constantly a greeter and a talker and really made you feel at home in City Hall. Mr. Prince stated he had that sense of calm, kindness, and reliability and he was known for handling any type of special request with a smile. Mr. Prince stated Tom's quiet presence and dependable spirit had a lasting impact on those who worked beside him. Mr. Prince stated he served with humility and heart, and he would be deeply missed by the city and their Mishawaka family. Mr. Prince stated they wanted to extend their heartfelt condolences to Tom's daughter, Casi and his extended family as well as all the others who had the pleasure of knowing him.

Mr. Hixenbaugh stated on behalf of the Council, they also extended their condolences to Tom's family, his friends, and his colleagues.

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 (E), Mr. Violi (P), Mr. Hixenbaugh (P)
P: Present E: Electronically Participating A: Absent

Minutes for the Regular Meeting on June 16, 2025, were approved as received from the Clerk's Office.

Clerk Block read the following petitions by title.

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

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
(Petitioner Requesting Postponement)

The Chair entertained a motion to postpone **PROPOSED ORDINANCE NO. 2025-12** as requested by the Administration. 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. 2025-14

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

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

Clerk Block polled the Council on the committee report.

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 committee report passed unanimously.

Christa Hill, Secretary of the Historic Preservation Commission, spoke in favor of **PROPOSED ORDINANCE NO. 2025-14**. Mrs. Hill stated the Historic Preservation Commission at its June 3rd meeting heard HPC25-01, which was a request for local landmark for 121 South Main Street, which was now known as the Mishawaka Historical Museum. Mrs. Hill stated the commission recommended approval with demolition as the only restriction and this was to say that changes to the building such as a second floor or covering the windows with approved downtown material such as brick could be done without HPC approval. Mrs. Hill stated the building which was built in 1898 was to be known as the Wambach building and Pete DeKever would be providing additional details on the building that he so thoroughly researched and they appreciated having someone so committed to the history of Mishawaka in the downtown to go through city directories and find all of the businesses that maybe were only there for a year. Mrs. Hill stated she would let Pete provide those details and those details provided the context to the structures and survey areas associated with individuals or social groups of historic importance which was Criteria 2 as established by the Historic Preservation Commission.

Pete DeKever, President of the Mishawaka Historical Museum located at 121 South Main Street, spoke in favor of **PROPOSED ORDINANCE NO. 2025-14**. Mr. DeKever stated it was his pleasure to present to the Council the Wambach building for approval as a local landmark. Mr. DeKever stated the Wambach building met Criterion 2 as Christa mentioned, because of its association with individuals or social groups of historical importance. Mr. DeKever stated the Wambach building was constructed in 1898 by Chirstian Wambach who owned the two-story building to the north that still stood today known as 119 South Main Street. Mr. DeKever stated Wambach was an immigrant from Hessa Castle, Germany and came to Mishawaka in 1866. Mr. DeKever stated Wambach worked in AB Judson's general store, started in the shoe business, and opened his own shoe store at 119 South Main. Mr. DeKever stated Wambach was illustrative of the important Mishawaka theme of immigrants beginning businesses. Mr. DeKever stated they thought of Cam and Shellinger as examples, but there were others like fellow German, Christian Wambach. Mr. DeKever stated Germans were a major immigrant group to Mishawaka before and after the Civil War and Wambach was a prominent businessman who actually owned all of the properties from 119 South Main south to the corner of Third Street and then around the corner. Mr. DeKever stated it was described as one of the choicest business sits in the city. Mr. DeKever stated in February 1898, Wambach began construction of a one-story building to the south of his shoe store and the structure, which was described in newspaper articles at the time as a storeroom, was eighteen feet across and forty feet deep. Mr. DeKever stated the new building's north wall was a shared wall with the building at 119 South Main, not next to each other, but they actually had the same wall. Mr. DeKever stated the Wambach building's front entrance at the time was centered between two large windows and smaller windows were on either side of the entry vestibule. Mr. DeKever stated along the roof line, there were decretive metal trim, a central pedimented gable, and two ern-like decorations at both corners of the Main Street façade and he wished they still had those today. Mr. DeKever stated the building was completed by early March and its first tenant was a paint and wallpaper store and that store was the first of more than twenty businesses and other institutions that had occupied that building in the last 127 years. Mr. DeKever stated others followed, including the South Bend Tribune's Mishawaka office from 1899 to 1910, a Singer Sewing Machine dealership from 1912 to 1914, and the South Bend News Times Mishawaka office from 1914 to 1916. Mr. DeKever stated another immigrant, Alphonse DeCocker, then occupied the building running his tailor shop there and was a Belgian immigrant. Mr. DeKever stated his association, like Wambach's building, connected it directly to Criteria 2 which talked about social groups associated with the building. Mr. DeKever stated many Belgian immigrants became entrepreneurs in Mishawaka and their building reminded them that it was not just in the West end where there was entrepreneurship was occurring. Mr. DeKever stated DeCocker put an addition on the rear of the building and expanded his business into the DeCocker Dry Cleaning Company. Mr. DeKever stated after that business was sold, it became Smith's Uptown Cleaners and remained there until 1932. Mr. DeKever stated other businesses followed in the 1930s, including a retail bakery, a restaurant, and a short-range gun club. Mr. DeKever stated in 1938, Michael Kunkel opened Kunkel's Music Shop, which sold sheet music, records, and musical instruments and he also offered music lessons in the building. Mr. DeKever stated Professor Kunkel was a significant figure in music in Mishawaka in that era as he was an organist and choir director at St. Joseph Church and organized several local bands. Mr. DeKever stated it was likely under Kunkel's leadership that the building was expanded to the rear and a second story was added in the rear half of the building. Mr. DeKever stated the front of the building was modernized and all of that occurred sometime between 1935 and 1952. Mr. DeKever stated the modernized front of the building was still consistent with the original appearance and the door shifted to the right if you looked at the building and there was one large window with two actual panes as opposed to the entryway being between two large windows. Mr. DeKever stated Kunkle had remained in the Wambach building longer than any other business until 1965 and then the store became Whitmer McNeese Music Company, a similar business from 1966 to 1977. Mr. DeKever stated in 1979, the building was Democratic Headquarters during one of the most pivotal municipal elections of the 20th century and in that election, Democrat Robert Kovach defeated incumbent Mayor Margaret Prickett. Mr. DeKever stated at party headquarters, every Democratic candidate in Mishawaka would have passed through that building's doors and the outcome of the election was determined in part by the actions and deliberations that were taken within its walls. Mr. DeKever stated afterward, the Wambach building was home to a jeweler, then a children's clothing store, antiques, and gift shop, two custom embroidery and shirt stores, and then the Mishawaka Historical Museum. Mr. DeKever stated the primary consideration for designation of the Wambach building as a local landmark was, again, Criteria number 2. Mr. DeKever stated specifically, its association with prominent businessman and German immigrant, Christian Wambach, Belgian immigrant Alfonse DeCocker, Professor Michael Kunkel, and numerous other businesses and entrepreneurs that had occupied the building over its long history and of course it was also significant, because of its association with the 1979 election. Mr. DeKever stated the building represented a cross section of the varied commercial enterprises that had been part of the downtown since 1898. Mr. DeKever stated its occupants and owners reflected the challenges and successes of entrepreneurship in Mishawaka. Mr. DeKever stated the Wambach building was one of approximately ten buildings in the downtown historic core that dated to the 19th Century with four of those buildings on the west side of the one hundred block of South Main Street. Mr. DeKever stated the Wambach building contributed to the historic character of its streetscape. Mr. DeKever stated to become a local landmark, a building only needed to meet one of the five stated criteria and Criteria number 2 was about the history and individuals and groups associated with the building and that was what the Wambach building met. Mr. DeKever stated over the past 34 years, the City of Mishawaka had declared just thirty buildings or properties to be local landmarks. Mr. DeKever stated twenty-five of them were built as houses or apartments, and all but one of them retained that use today. Mr. DeKever the city's list of local landmarks included no schools, no churches, and no buildings erected for a commercial purpose. Mr. DeKever stated it also meant no buildings in the four blocks of the downtown historic core. Mr. DeKever stated the Wambach building would set an important precedent for the long overdue designation of other commercial buildings and downtown buildings as local landmarks. Mr. DeKever stated establishing the Wambach building as a local landmark under Criteria number 2 opened the door to other historic commercial buildings associated with prominent individuals, businesses, or social groups. Mr. DeKever stated the buildings may not be outstanding or notable from their architecture or had been altered from their original appearance. Mr. DeKever stated as a Mishawaka historian, he thought the Wambach building had enough significant historical association for it to meet the criteria and he asked them to affirm that assessment by approving the local landmark designation for the Wambach building. Mr. DeKever thanked the Council.

Mr. Hixenbaugh thanked Mr. DeKever for not only his research, but his presentation, and he loved the fact that he aligned the construction of the building with the sinking of the Main and Havana Harbor and that really drove home the historical context.

John Roggeman, Corporation Counsel for the City of Mishawaka, spoke in favor of **PROPOSED ORDINANCE NO. 2025-14**. Mr. Roggeman stated on page 39 of the PowerPoint presentation, the lady in the middle of the picture provided that was taken in 1915 was named Clara Fetters and she ended up marrying William Roggeman, making her his grandmother. Mr. Roggeman stated he thought that was really something to see and it answered a question he had during Pete's research, because he had seen the picture before and he noticed that in the window of the picture, you could see the United Methodist Church and he had done enough research and found she worked for the South Bend News Times which had their office on Lincolnway and was curious how they got the reflection of that. Mr. Roggeman stated he now understood from Pete's research that the News Times was in the building in the photo from December of 1914 through January or February of 1916. Mr. Roggeman stated during his research, he also found out that the phone number for the company was ten as there were not many phones back then. Mr. Roggeman stated one other thing about his grandma was that there was a contest held by the Moose Club likely in the late 1910s and she won the most popular young lady award in Mishawaka with her total vote count being 10,509 and he found that interesting that there was that much of a draw in voting. Mr. Roggeman thanked the Council for their time.

City Clerk Debbie Ladyga-Block stated when the building was Democratic Headquarters, Chuck Klein was the County Councilman for Mishawaka, and he resigned from the County Council and a special election had to take place and it took place in the 121 South Main Street building. Clerk Block stated she ran for County Council and in her early twenties, she was working in the Clerk's Office and CJ Winds ran and another fan and CJ Winds won that election, and he is the mayor's granddad. Clerk Block stated there was a lot of history in that building.

Ms. Hahn thanked Mr. DeKever for doing the research as she knew that took a lot of time but to bring this before the Council and shed a little history on what had made Mishawaka what it was with German and Italian immigrants and their businesses. Ms. Hahn stated as Mr. Roggeman told his story, it made her remember her grandma also operated a store out of the building in question and she had fond memories of that, and his story was an example of one of the little things that made historical preservation important and continued them on the Mishawaka Way. Ms. Hahn thanked Mr. DeKever again for bringing this to their attention and she hoped this sparked a little flame for some other local historic building owners to go down a similar path and apply for landmark status.

Mrs. Voelker echoed Ms. Hahn's comments and thanked Mr. DeKever for all of the challenging work he always did when he put together his applications and this one in particular struck home with so many people. Mrs. Voelker also thanked Christa Hill and stated she was the behind the scenes person who put all of the information together and made sure that they had all of their I's dotted and t's crossed so that an application could move forward and she had done a really great job as they moved forward as a commission and she wanted to commend her for that. Mrs. Voelker also echoed Ms. Hahn's comment about the use of demolition as the only restriction on the property and that was unique and something they had not allowed in terms of designating something as an historic district and that might make historic preservation a little more palatable for the business owners that wanted to have flexibility with their building. Mrs. Voelker stated she thought that was a good precedent and an interesting precedent that they were setting there with this potential landmark and she would be supporting it.

Mr. Hixenbaugh stated he appreciated the work that went into this on the part of the staff and Mr. DeKever. Mr. Hixenbaugh stated in his time on the Council, they had not been bombarded with these types of issues, but each time that they had come he tried to be very consistent in articulating his reservations about imposing historic designation unwillingly on a landowner, but the converse was also true. Mr. Hixenbaugh stated he believed in this case when you had someone who stepped forward or a group that stepped forward and requested it, it was incumbent on them to give it very serious consideration and he appreciated the statement in the background material as well that they should not be myopic and only look at architectural significance as being the hallmark of historical significance, because based on what they read and based on what they had heard that evening, including the additional color from Mr. Roggeman, this building had evolved over time in lockstep with the history of Mishawaka, so he believed it was very appropriate to approve the request for designation and he would also be supporting it that evening.

Question was called for at 6:27PM for **PROPOSED ORDINANCE NO. 2025-14 Motion passed by unanimous roll call vote (summary: Yes = 9).**
Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Banicki, Mr. Emmons, Ms. Hahn, Mr. Mammolenti, Mr. Violi, Mr. Hixenbaugh. The proposed ordinance passed 9-0, thus it became **ORDINANCE NO. 5936**.

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

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

Clerk Block polled the Council on the committee report.

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 committee report passed unanimously.

Brian Pozen, Development Director with Kittle Property Group at 310 East 96th Street, Suite 400 in Indianapolis, IN, spoke in favor of **PROPOSED ORDINANCE NO. 2025-15**. Mr. Pozen stated they were presenting Stone Leaf Reserve with a request for pilot program in support of their proposed development of 15503 Douglas Road into senior apartment housing. Mr. Pozen stated he would be going through a presentation that he proposed to them a couple of weeks ago. Mr. Pozen stated Kittle Property Group was a nationwide development, construction, and property management group in multiple states and multiple fifty-five and older communities like Stone Leaf proposed to be. Mr. Pozen stated they had property currently under construction in downtown Indianapolis. Mr. Pozen stated the location of the development was 15503 East Douglas, Dodie Property next to the hotel and the apartments. Mr. Pozen stated they were proposing a 55-plus community with rents that would be affordable for residents earning at or below 60% of the Area Median Income which translated to $832 for a one bedroom, one bath and $1,011 for two bedrooms and either a one bath or two bath unit. Mr. Pozen stated the unit mix was 234 with 144 ones and ninety twos. Mr. Pozen stated common amenities were open concept floor plan, luxury vinyl plank flooring throughout, ceiling fans, walk-in closets, washer/dryer, black contemporary whirlpool appliances, and large bathrooms. Mr. Pozen stated they would also be providing accessible and audiovisual units and all other units outside the accessible would be type B adaptable. Mr. Pozen stated the common amenities would be secure entry with it being comprised of multiple buildings, three buildings of four stories. Mr. Pozen stated with the secured entry, you had to have a fob to get into the building. Mr. Pozen stated they would have a resident lounge, fitness center, various breakout spaces, storage for rent, as well as free Wi-Fi. Mr. Pozen stated the outside amenities would be a dog park, outdoor grilling and picnic area, raised garden area, garages for rent, bike racks, and transportation options. Mr. Pozen stated the annexation was finalized in March and they received their award from the state housing authority for the tax credits and the bond volume, which they needed for their financing. Mr. Pozen stated they had moved along with their development plans and construction documents, and they actually had submitted permits with the state and locality, and they had actually moved up their closing date to commence with the expedited timeline where September would be more realistic than August at that point. Mr. Pozen stated they were particularly proud to be working with Mishawaka Utilities and American Electric Power for partnering with the MUE to flip over the service area for the property. Mr. Pozen stated it was under AEP territory, and they worked with MUE and AEP to flip it over to MUE when they came in line. Mr. Pozen stated they were proud even though the ink was not dry yet, but they were moving in a positive direction, and the conversations had been had, and the agreements had been made. Mr. Pozen stated they had gone through the process with the PILOT or payment in lieu of taxes in other communities and other municipalities and the number they came up with that was proposed was based on the rental income minus vacancy losses and there was a proposed service charge. Mr. Pozen stated they initially proposed a lower service charge to staff and Council and upon further agreements, they moved that up to better relay with everyone's hopes and covering city services which they would still address. Mr. Pozen stated the payments would increase annually, with it being a 20-year term and they would be memorialized in an agreement. Mr. Pozen stated they were asking for the request, because most, if not all, affordable housing developments requested some sort of local assistance with PILOT or tax abatement being the most common. Mr. Pozen stated tax relief was essential, because they were not able to raise the rents that were set by HUD levels, so even though the expenses went up, they could not raise the rents arbitrarily and as a result the operating costs got a little pinched and allowed them to also request a greater mortgage to bridge the gap of providing affordable housing but still having to deal with the construction costs and other costs to bring the property in line that were not discriminatory of affordable uses. Mr. Pozen stated the approximately $100,000 would be the tax impact for any city portion of the assessment and the property tax cap and they acknowledged that there would be an additional demand on city services, most notably EMS as a senior property but the senior property would not be utilizing the schools. Mr. Pozen stated the fixed amount allowed them to use better planning and they were willing to exceed the 2.5% service charge because of their great relationship with the city and staff and with the process of bringing the property nearly to life. Mr. Pozen stated it would also outline the agreement to prevent future asks and it was memorialized in the agreement, as he was sure the Council had reviewed, and talked about the full 20-year amount so there were no surprises. Mr. Pozen stated in producing that number, they evaluated other properties in town and produced an assessed value and that assessment of the property would not be truly known until they were completely ready to go. Mr. Pozen stated in the covenants of the land, the property would remain affordable for 40 years, senior housing would remain in the covenants for 40 years and it was much needed housing. Mr. Pozen stated they would have some employees employed and it had been a stimulation for annexation into the city and providing a new tax base source. Mr. Pozen stated Kittle Property Group for their part would develop and construct the property, they would manage and own it for the life of the covenants and they were offering to reimburse city legal staff or the legal partner in this case for drafting the PILOT agreement and they were deferring the maximum allowable developer fee per the state agency to contribute to the gap. Mr. Pozen stated he was happy to answer any questions.

Mr. Carroll stated he saw in the agreement that they were committed to owning the life of the covenant and if that meant there would be no chance for sale in the next 40 years or if that meant something different. Mr. Pozen stated where it worked with the tax credit program was that technically they could sell, but they had to sell it to another group that was going to keep it as affordable housing. Mr. Pozen stated they typically hung onto properties throughout the process and used to just be a requirement for 15 years affordability and then you were allowed to get out of it and so sometimes you looked at the market and sometimes that affordability along with the community and area doing better and you could get more rent in the area so you were able at that point to go to market rate. Mr. Pozen stated that they hung onto properties, sometimes they did not but for the 40 years it had to be affordable under the same covenants per state and federal requirements.

Mr. Violi asked if he could explain how the rents were determined and if he wanted to raise the rent, if they had to go in front of HUD or the IHCDA and if it were every year they reviewed it and to walk him through the whole process. Mr. Pozen stated they targeted 60%, which was the HUD standard and that was issued once a year from HUD and that would set the rents, and it could go up or go down. Mr. Pozen stated St. Joe County since 2024 to 2025, rents came down 1% so typically, they stayed either consistent or raised up and they were non-negotiable. Mr. Pozen stated it was set once a year in March or April it came out and said from that day forward, those were the rents and then they had to go back and certify and work with their tenants at that time, but you could not go above that number, but it could be less than that. Mr. Violi asked if they wanted to raise the rents above the designated number if they were allowed to do that. Mr. Pozen stated they could not and that was tied to the tax credit and to the program.

Ms. Hahn stated he mentioned that this would bring some jobs to the area and asked how many jobs he was referring to and if they would be full-time or part-time. Mr. Pozen stated there would be four jobs with a property manager full-time, a lead maintenance position full-time, and then two part-time jobs depending on the wear and tear involved with the senior properties and they would gauge that. Mr. Pozen stated he could see more realistically that the assistant property manager would be in a full-time position, so they would have two full-time in property management, a full-time maintenance position and a part-time maintenance position to start things off.

Mrs. Voelker stated she noticed that he mentioned the Indiana State Housing Authority and asked if they had any relationship with the Mishawaka Housing Authority. Mr. Pozen stated they did not yet, but they absolutely would once they got closer to breaking ground with residents, they would be working with the housing authority.

Mr. Banicki asked when these would be built if they would be using local labor or if they would be bringing in their own people from out of town. Mr. Pozen stated it would be open for anybody and if they got a suitable number, they would take them. Mr. Banicki asked if they made sure it was a living type of wage or if they just took some guy out of his car. Mr. Pozen stated no and with affordable housing, they had two years to bring it online which would be the duration of the construction timing, so the only challenge had been to folks who either were not familiar with multi-family housing which obviously could gum up the process or folks who did not understand the timeline with which they had to get the project going. Mr. Pozen stated there was an expectation that if they got on the job then you had to embrace being part of the team. Mr. Pozen stated it would be a living wage, and they looked for affordability and the bids, but they had cast a wide net. Mr. Pozen stated they had a construction company, and they would be utilizing all the parts as much as they could with who could be available and who was interested in the project. Mr. Pozen stated they were hoping to go to bid in a couple of weeks and to keep moving forward. Mr. Banicki stated the Council appreciated them using local labor.

Mrs. Hazen asked for clarification if they planned to go out to bid in a couple of months or weeks. Mr. Pozen stated in a couple of weeks they would be going out to bid. Mrs. Hazen asked how long he planned on these coming onto the market. Mr. Pozen stated they were projecting the first building to be ready in a year to 18 months and then be fully complete with all three buildings in two years. Mrs. Hazen asked how they would be marketing the housing and how they would let people know when they would be available and that sort of thing. Mr. Pozen stated they would be contacting the housing authority as well as local businesses and the Chamber of Commerce. Mr. Pozen stated he could not speak for how they would go about all of it, but definitely would start with The Community Canvas, South Bend, and the County. Mrs. Hazen stated she knew that the Mishawaka Housing Authority purged their list, and they had thousands of people on their list, so it was really hard to find affordable housing in the area, and she had to send people over to Elkhart, because they had some housing available, but she looked forward to this project. Mr. Pozen stated they wanted to keep people here.

Mr. Violi stated just for clarification, the normal was 2% but for them, they would be doing a service fee of 3.85% and if that was correct. Mr. Pozen stated that was not memorialized in the agreement, but that was what it worked out to as far as how they calculated a starting point that made sense on their side with the 100,000. Mr. Pozen stated this was different in this case because they were using the city services part of the assessment.

Mr. Hixenbaugh thanked Mr. Pozen for his presentation. Mr. Hixenbaugh stated to underscore some of the things that he believed were shared, this was not a unique concept that the City of Mishawaka and his entity had come up with and asked if that was correct. Mr. Pozen stated that was correct. Mr. Hixenbaugh stated rather, this was an option that was available to municipalities throughout the state through an enabled statute that had been passed by the Indiana General Assembly and asked if that was correct. Mr. Pozen stated that was correct. Mr. Hixenbaugh stated in the smaller print on the screen and from what he had shared with them previously, these types of relationships were in place already in other locations throughout Indiana and asked if that was correct. Mr. Pozen stated yes, that was accurate. Mr. Hixenbaugh stated jumping back to the ordinance and the proposed development agreement, the ordinance made reference to the fact that the tax credits he referred to were a creature of federal law that was administered by the state of Indiana and if he read the ordinance correctly, his entity would be subject to an extended use agreement for at least 40 years rather than the 20-year period that they were talking about with regard to the payment and asked if that was correct. Mr. Pozen stated that was correct. Mr. Hixenbaugh stated under the terms of that extended use agreement, they were obligated to make the units available for rent by individuals who were at least 55 years of age and whose income averaged at least 60% of that applicable area median income he had talked about with his friend Mr. Violi and asked if that was accurate. Mr. Pozen stated that was accurate. Mr. Hixenbaugh asked hypothetically what would happen if another developer entered into a similar agreement and did not keep their commitment to the local governmental officials, the state, and the federal officials and what would happen with regard to the tax credits that were used to finance the development. Mr. Pozen stated they would have to pay those tax credits back. Mr. Hixenbaugh stated so then it would become a financial transaction that would be reversed and there had to be some reimbursement to at least the federal government for not keeping the commitments with regard to age restriction and income eligibility and asked if that was correct. Mr. Pozen stated that was correct and it would be a very severe penalty, and it was tied to the tax credits and the IRS code and that was part of keeping the property maintained and keeping the tenants there who qualified applicably, not just the developer keeping sure of their promises. Mr. Hixenbaugh stated as he read the PILOT agreement, with regard to the 20 years' worth of payment, that escalated slightly over the course time in favor of the city and his reading of the agreement was that the city reserved the right if, hypothetically, those payment were not received by the city in a timely manner per the terms of the agreement the city reserved the right to collect the payments from their organization under any available remedies that were available to the city under Indiana law and asked if that was correct. Mr. Pozen stated that was correct. Mr. Hixenbaugh stated that this was not an open promise, and it was not a wish, but it was a binding legal relationship that they were asking the Council to approve of his organization entering the city and asked if that was correct. Mr. Pozen stated that was correct.

Mr. Carroll stated with the way cost of living in the area and in the country had gone, it was very nice to see senior housing come in that was going to help folks who had felt the pinch on the lower end of the income spectrum to have a place where they could live in Mishawaka along with everybody else, so he would be supporting this and he appreciated the work that had gone into this.

Mr. Hixenbaugh echoed Mr. Carroll's comments, and he appreciated the creativity of their staff and the developer to bring this to the Council and the revenue was important particularly in the troubling financial times they lived in as a municipal governmental entity but to him, the greater justification for this was what Mr. Carroll articulated in that there was a need for this in the community but it was not just unique to Mishawaka. Mr. Hixenbaugh stated he believed there was a need in every community for this type of affordable housing to be available, so he appreciated the creativity that allowed the project to move forward that would allow them to help to meet that need within the community. Mr. Hixenbaugh thanked everyone involved in moving this forward and he also would be voting in favor of it that evening.

Question was called for at 6:49PM for **PROPOSED ORDINANCE NO. 2025-15 Motion passed by unanimous roll call vote (summary: Yes = 9).**
Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Banicki, Mr. Emmons, Ms. Hahn, Mr. Mammolenti, Mr. Violi, Mr. Hixenbaugh. The proposed ordinance passed 9-0, thus it became **ORDINANCE NO. 5937**.

NEW BUSINESS

Mr. Emmons made a reminder that the First District Neighborhood meeting would be held on Thursday July 17th at 7PM at St. Bavo's and their guest speaker would be Corporate Counsel for the city, John Roggeman updating everyone on different things in Mishawaka on legal aspects and it should be an interesting meeting and looked forward to seeing everyone there. Mr. Emmons stated all were welcome and there would be donuts served from West End Bakery.

Mr. Carroll stated the Second District would be meeting Thursday July 10th at 7PM at Blair Hills for their community meeting and all Mishawaka residents were welcome.

ADJOURNMENT 6:51PM

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

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