AGENDA

Wednesday, November 9, 2016

Meetings of Standing Committees
Council Conference Room
6:45 P.M.

REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL
COUNCIL CHAMBERS/CITY HALL
7:00 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Minutes of the Previous Regular Meeting

October 17, 2016

5. Petitions, Communications, Remonstrance and Memorials

Presentation of the Military Hometown Hero Banner Program

Petition No. 2016-32 Annex and Zone from R-1 to R-3 Multi-Family 15057 & 15151 Cleveland Rd.

6. Report of Special Committee
7. Ordinances on First Reading

P.O. NO. 2016-28 Transfer Funds - Fire Dept. $50,000.00

P.O. NO. 2016-29 Establishing a Local Road and Bridge Matching Grant Fund

P.O. NO. 2016-30 Amending Miscellaneous Traffic Codes

P.O. NO. 2016-31 Amending the Sewer Insurance Program

8. Resolutions

R2016-31 Addition of Property Parcels to the City Acquisition List

R2016-32 Indiana Bond Bank Fuel Hedging Program 2017

9. Ordinances on Second Reading

P.O. NO. 2016-24 Transfer Funds - MVH/Street Dept. $42,000.00(Assigned to Budget and Finance Committee)

P.O. NO. 2016-25 Transfer Funds - Central Services Dept. - $45,000.00

P.O. NO. 2016-26 Rezone from R-1,C-1 & C-4 for an existing Auto Repair & Sales Business, & Single Family House to C-4 for Auto Repair, Sales & Parking - 1445 E. McKinley Ave. (Assigned to Land Use Planning Committee)

P.O. NO. 2016-27 Rezone from I-1 to R-1 for Existing Single Family Residential House - 2522 W. 6th St. (Assigned to Land Use Planning Committee)

10. Privilege of the Floor – Non-Agenda Items

11. Unfinished Business

12. New Business

13. Adjournment

At this time I know of no other business to come before the Council.
Deborah S. Block, IAMC, 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 Geoffrey Spiess, ADA Coordinator, at (574) 258-1615.

REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL

October 17, 2016

Be it remembered that the Common Council of the City of Mishawaka, Indiana met in the Council Chambers of the Mishawaka City Hall on Tuesday October 17, 2016, at 7:00 p.m. The meeting was called to order by President Ron Banicki all were asked to stand for the Pledge of Allegiance led by Cub Scout Pack 110.

Roll Call.
Present: Mrs. Voelker, Mr. Compton, Mr. Deal, Mr. Tanner, Mr. Emmons, Mr. Bellovich, Mr. Canarecci, Mr. Banicki, Absent: Mr. Mammolenti.

Others present; Mike Trippel Council Attorney, Chief Deputy I Mary Ellen Hazen, Raven Boston, Intern.

The minutes from the October 03, 2016 meeting were approved as received from the City Clerk's Office.

Clerk Block read a letter from the Mishawaka Board of Zoning Appeals Recommendations from their October 11, 2016 meeting.

APPEAL NO. 16-38 Use Variance for 3925 Fir Road to allow lawn mower repair and resale on an I-1 Light Industrial zoned property.

The Board, with a vote of 3-0, recommended approval subject to the following conditions:

1. The Use Variance shall be limited to small outdoor equipment repair and resale, including but not limited to mowers, weed trimmers, edgers, and snow and leaf blowers.

2. Outside display of merchandise was permitted only during the hours of operation of the business.

3. No outside storage of inoperable equipment, materials, and/or parts would be permitted.

Clerk Block read a letter from the City Plan Commission regarding recommendations from their October 11, 2016 meeting.

PETITION NO. 16-30 Rezone a portion of **1445 E. McKinley Ave.** from C-1 General Commercial District to C-4 Automobile Oriented Commercial District and **2123 Lynn St.** from R-1 Single Family Residential to C-4 Automobile Oriented Commercial District.

The Commission, with a vote of 7-0, recommended approval.

PETITION NO. 16-31 Rezone **2522 W. 6th St.** from I-1 Industrial District to R-1 Single Family Residential District.

The Commission, with a vote of 7-0, recommended approval.

Clerk Block read **PROPOSED ORDINANCE NO. 2016-24**.

PROPOSED ORDINANCE NO. 2016-24

AN ORDINANCE DECLARING AN EMERGENCY AND TRANSFERING AND REAPPROPRIATING FUNDS WITHIN THE BUDGET ADOPTED FOR THE CALENDAR YEAR ENDING BUDGET DECEMBER 31, 2017
(Transfer of funds- MVH /Street Dept. $42,000)
(Assigned to Budget and Finance Committee)

Clerk Block read **PROPOSED ORDINANCE NO. 2016-25**

PROPOSED ORDINANCE NO. 2016-25

AN ORDINANCE DELCARING AN EMERGENCY AND TRANSFERING AND REAPPROPRIATING FUNDS WITHIN THE BUDGET ADOPTED FOR THE CALENDER YEAR ENDING DECEMBER 31, 2017
(Transfer of funds- Central Services Dept. $45,000)
(Assigned to Budget and Finance Committee)

Clerk Block read **PROPOSED ORDINANCE NO. 2016-26**

PROPOSED ORDINANCE NO. 2016-26

AN ORDINANCE AMENDING CHAPTER 137, OF THE MUNCIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA, AS FROM TIME TO TIME AMENDED, COMMONLY KNOWN AS "THE ZONING ORDINANCE OF 1966" OF THE CITY OF MISHAWAKA, INDIANA
(Rezone from R-1, C-1 & C-4 to C-4 for Auto Repair, Sales &Parking 1445 E. Mckinley Ave.)
(Assigned to Land Use Planning Committee)

Clerk Block read **PROPOSED ORDINANCE NO. 2016-27**

PROPOSED ORDINANCE NO. 2016-27

AN ORDINANCE AMENDING CHAPTER 137, OF THE MUNCIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA, AS FROM TIME TO TIME AMENDED, COMMONLY KNOWN AS "THE ZONING ORDNIANCE OF 1966" OF THE CITY OF MISHAWAKA, INDIANA
(Rezone from I-1 to R-1 for Existing Single Family Residential House 2522 W. 6th St.)
(Assigned to Land Use Planning Committee)

Clerk Block read **RESOLUTION NO. 2016-28** opening it for public hearing.

<u>RESOLUTION NO. 2016-28</u>

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, INTRODUCING AN ORDINANCE FOR THE ANNEXATION, ADOPTING A WRITTEN FISCAL PLAN AND A DEFINITE POLICY FOR ANNEXATION FOR THE PROPERTY LOCATED AT:
53555 Fir Road South of IndianaToll Road (I-80/90) North of 53603 Fir Road
(Watermark Apartments)

Ken Prince City Planner explained the 29-acre parcel did not require any additional services. He said a utilities infrastructure was already in place running down that section of Fir Road, which serviced Judy Creek. Mr. Prince said over time Fir Road would need improvements, changing it to a three-lane road. He mentioned the change in State Law last year stating they cannot amend their utilities services area for electric without the consent of AEP. Mr. Prince said they would like to service the property through Mishawaka Utilities Electric Division but questioning whether AEP would let the property go. He said the city's services had greater reliability for electric than AEP due to smaller areas; it could be serviced better and efficiently. Mr. Prince mentioned the possibility of power outages during bad storms; the lights could stay on across the street and go out at the apartment complex. He said although the city buys their wholesale power from AEP they could not combine. Mr. Prince stated by law the property had to be at least 12.5 percent contiguous to the city, the property was over 60 percent contiguous to the city.

Question was called for at 7:10 p.m. **for RESOLUTION NO. 2016-28 Vote: Motion carried by unanimous roll call vote (summary: Yes = 8). Yes: Mrs. Voelker Mr. Compton, Mr. Deal, Mr. Tanner, Mr. Emmons, Mr. Bellovich, Mr. Canarecci, Mr. Banicki.**

Clerk Block read **RESOLUTION NO. 2016-29** opening it for public hearing.

<u>RESOLUTION NO. 2016-29</u>

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, APPROVING A PETITION OF THE MISHAWAKA BOARD OF ZONIG APPEALS FOR THE PROPERTY LOCATED AT:
3925 Fir Road, Mishawaka, Indiana

Joseph Chowattukunnel 54245 Fir Rd. the owner of the property, said he was leasing the property to Mowers and Mow.

Mr. Tanner asked how many of the storage units had to be rearranged. Mr. Chowattuhunnel replied two units about 600 sq. ft., which was where the work would be done and the rest would be used for storage.

Mr. Tanner asked if there would be any alterations to the storage units. Mr. Chowattukunnel said no alterations would be done.

Mr. Canarecci asked was there running water in the storage units. Mr. Chowattukunnel replied yes, the property was approved for a garden center 15 years ago. He said there was water, a mound system for sewer set up for a landscape business maintained by 25 employees.

Mr. Deal asked if the property was currently used as a mower repair shop. Mr. Chowattukunnel said yes, for 3 months.

Mr. Deal asked after 3months why was Mr. Chowattukunnel coming before the council now. Mr. Chowattukunnel said he was unaware until he received a letter from the city saying he had to apply for a Use Variance to continue operating. Mr. Chowattukunnel mentioned he has owned the property for 20 years. He said in 2000 the property was annexed and he then applied for permission to have a lawn and garden center. Mr. Chowattukunnel stated he did everything that was required at that time for the lawn and garden center, and later did not follow through as planned. Martha Grerra 414 Blaine Ave. South Bend, Manager of Mowers and Mow, stated their business was previously at 1215 E. Jefferson for 5 years. She said they out grew the property and later met Mr. Chowattukunnel who had a commercial zoned property and believed the zoning classifications had already been met. Ms. Grerra stated it was a good fit for their supplies.

Mr. Banicki asked how the disposal of gas and oil would be handled. Ms. Grerra said they get 50 gallons of used oil a year. She mentioned the oil was kept in a barrel, when ¾ of the way full a man from Marshall County comes to recycle it for them. Ms. Grerra said anything that cannot be used was recycled. She stated if something could not be repaired, they break it down and reuse parts if possible, if not the metal would be taken to a metal recycling center. Ms. Grerra said plastic was taken to her home for recycling. She mentioned they keep 250 pounds of floor dry in case of oil spills on the concrete. She stated everything was done on the concrete and never in the grass.

Mr. Banicki asked where resale items were advertised and stored. Ms. Grerra said they mostly repair if anything was up for resale it would be advertised on the concrete in front of the gate. She said at night everything would be put away.

Questioned was called for at 7:22 p.m. for **RESOLUTION NO. 2016-29** **Vote: Motion carried by unanimous roll call vote (summary: Yes = 8). Yes: Mrs. Voelker Mr. Compton, Mr. Deal, Mr. Tanner, Mr. Emmons, Mr. Bellovich, Mr. Canarecci, Mr. Banicki.**

Clerk Block read **RESOLUTION NO. 2016-30** opening it for public hearing.

RESOLUTION NO. 2016-30

A RESOLUTION OF THE COMMON COUNCIL REGARDING THE IMPORTANCE OF OUR CHILDREN. YOUR FUTURE.

Dean Speicher, Superintendent of School City of Mishawaka thanked the Council, Clerk, and Mayor for their support of the two Mishawaka School Referendum questions. Mr. Speicher thanked members of the Council for the opportunities to speak at their neighborhood meetings.

He thanked Mr. Compton, Mr. Emmons Co-Chair of PAC, Clerk Block a member of PAC for working so hard for the 5,000 plus children in the School City of Mishawaka. Mr. Speicher also thanked Mayor Wood for his support for the schools and the Redevelopment Commission for allocating money for Project Lead the Way. Mr. Speicher said the support was outstanding and was grateful to have the City of Mishawaka for the enjoyable partnership. He said their goals were the same; they wanted to make an excellent school system. Mr. Speicher explained the Referendum questions grew through a process of community engagement. He said they had 75 to 100 citizens for the past two and a half years that had been involved in working with the school leaders; such as Dick Currey and Marsha Wells Co-Chair of the Community Collaborating Committee. Mr. Speicher said during 2015, they sent 15 recommendations to the School Board. He explained school systems today were required to do referendums due to the tax laws that enacted in 2008. Mr. Speicher said due to the Circuit Breaker and Fiscal Cliff that they would face in 2020-2023; they needed to find other revenue sources. He said they generated 600 to 800 thousand dollars a year in the last 2 years. Mr. Speicher said they had been working hard to generate more funds and to reduce expenses but keep quality as high as possible.

Mr. Canarecci asked what state would the schools be in if the referendum was unsuccessful. Mr. Speicher said they would have to reduce expenses substantially and the School City of Mishawaka was landlocked, which would make the assessed valuation stay flat. He explained they would have to buy more buckets for Mishawaka High School gym, repairs would go undone, they would reduce staff and make larger class sizes, overlook how they operate, and there would be safety concerns.

Mr. Canarecci questioned the safety concerns. Mr. Speicher said eight of the 13 million dollars would be for safety and security. He said the schools are in need of new secure entryways with automated systems, secure classroom doors that could lock from the inside, camera systems inside and outside, and a new phone system.

Bill Pemberton a member of the Mishawaka School Board of Trustees, and a Co-Chair of PAC said they were challenged to communicate to the community the importance of why the Referendum must pass. He expressed his appreciation of the Councils support and voluntarily doing a resolution. Mr. Pemberton said as former member as a city council member he fought against tax increases. He said after joining the school board he researched and seen the desperate needs for the schools. Mr. Pemberton said the referendum was for the future of the community. He thanked the Council for the opportunity to serve the students.

Larry Stillson Vice President of School Board of Trustees thanked the council for their support and the resolution. He stated that at the end of the year it would be his last year on the board after 13 years. Mr. Stillson extended his appreciation to the council for wanting better for the students, their families and the community. He said several of his 13 years, he served as president of the Board and he had the privilege to address graduating classes. Mr. Stillson mentioned at the graduating ceremonies he would state to the students their skills and ability were important to making Mishawaka a better place to live, work, and raise a family. He said the resolution makes a statement to the students and future graduates that they were willing to put their money where their mouth was, and education was a corner stone of community success.

Mr. Stillson emphasized they were all in it together. He said the Council did a great job of representing the community.

Mr. Banciki said it was an honor to have Mr. Stillson and thanked him for doing such a hard job and wished there were more people to step up. Mr. Stillson said it was a privilege and an honor.

Jeff Emmons President of the Mishawaka School Board expressed how proud he was to be a resident of Mishawaka. He said the referendums were about continuing to make Mishawaka schools and the community, a community of choice. Mr. Emmons explained a community of choice attracts the families and the businesses that desire to be in the community. He said the referendums help Mishawaka schools become a school of choice. Mr. Emmons stated they have always had a great school system and a great community with Road Scholars and National Athletes. He was so thankful for the community and it supporting itself, the schools, and the infrastructure and hoped it continued.

Mr. Banicki thanked Mr. Emmons for his service on the board.

Dick Currey 2108 Linden Ave. said he was a citizen supporter. He said for two and half years he had worked with different capacities such as businesses, parents, and the community to support what the schools do. Mr. Currey referred back to the last referendum that voted down, the schools then realized there was a relationship issue and they needed to reconnect with the community. He said in 2014 they gathered citizens and formed the Summer Focus Group to identify what the community wanted from the schools and other suggestions on how the school could better serve the community. Mr. Currey said they presented a report that looked at the schools from different perspectives such as instinctual curriculum, facilities, finances, best practices, and high-level suggestion about the direction the community would like to see the schools take, the School Board accepted all the suggestions. Mr. Currey mentioned they made another citizen group in 2015 that worked all year called the Community Collaborating Committee that he also served on; they set up 15 recommendations covering everything from finance, insurance, contract biding, construction practices to compensation, that were also accepted by the School Board. He was proud to say the school had adopted culture in engagement. Mr. Currey mentioned the Collaborating Committee held 26 town hall meetings speaking to anyone who were interested and took feedback from the community. He said the most common feedback they received were concerns about the safety and security, the wants of maintained facilities and top equality educational opportunities. Mr. Currey stated a progressive school system reflects a progressive strong community.

Dennis Wood 122 W. 10th St. said he joined the Mishawaka School Board for the kids. He thanked the Council for their support.

Mayor Wood said their mission was to make Mishawaka the best hometown in America. He said he could not think of any more important issue than to help Mishawaka be the best town in America than to invest in Mishawaka schools. Mayor Wood expressed the schools were critically important to Mishawaka. He said Mishawaka was collaborating with their schools. Mayor Wood mentioned his connection with Mayors across the state in large and small communities, and believed Mishawaka does the best job of cooperating and working with their school corporation. He said Mishawaka has produced National and State Championships on the field, actors and models in the condition the schools were in. Mayor Wood said with the investment in the children, in their future, imagine what Mishawaka could produce with modern technology, smaller classes, and in a safe secure environment. He expressed his confidence the referendum would pass and the school best days would be ahead of them. Mayor Wood was proud of working in a bi-partisan manner, both parties coming together with one goal. He thanked everyone for their efforts of wanting to better their schools. Mayor Wood said with the new administration doing everything they can to put the schools in the best position, he has never been more confident in the direction they were heading. He urged everyone to support a unique opportunity and vote yes twice. Mayor Wood explained it would not only benefit family with kids, but every citizen in Mishawaka would benefit with a positive vote.

Clerk Block expressed her happiness for being involved in the PAC Committee and being able to help pass the Referendum. She said her and her husband did not have children in the school system but they knew the importance of Mishawaka schools being strong and the children to be educated in a safe environment. Clerk Block explained the children were Mishawaka's precious commodity; they were the future Mayors, Clerks and Councils and hoped they would stay in Mishawka to do that very thing. She was pleased how the referendum was going about in a transparent way by including the community. Clerk Block explained transparency was very important and her job as City Clerk was to make sure the council meetings were transparent. She mentioned there were 247 volunteers that went door to door in the City of Mishawaka day and night, and on the weekends. Clerk Block said as a candidate, she knew how important door-to-door campaigning was. She said to have 247 citizens to step up and work that hard to help pass the referendum showed how important it was to the community. Clerk Block thanked the Council for the support of the resolution.

Mr. Canarecci said he voted early and voted yes twice. He said three of his kids were in Mishawaka schools so it was a personal thing for him to vote yes. Mr. Canarecci stated one of the jobs of the Council and Mayor was to help grow the city. He said they grow though the quality of police improvements, by attracting businesses, and building homes. Mr. Canarecci explained without quality education, there would be no one to work in the businesses or be able to afford homes without good jobs. He said it would be terrifying to watch what the city has grown go away. Mr. Canarecci thanked all for their hard work.

Mr. Tanner thanked the Community Collaborating Committee speaking at the neighborhood meeting. He said as a parent from experience and research that young families, millennium families, middle-income families choose where they live based on school districts. Mr. Tanner explained the quality and perception of the schools makes a difference where the parents decide to live not only for the time their children are in school but also for the future value of their homes. He said some people were against paying additional taxes. Mr. Tanner assured if the referendum did not pass property values would go down. He said even if the housing market were incredibly strong, compared to neighboring schools their property would still go down significantly. Mr. Tanner said it was lost value for the schools to capture, to continue to improve, sustain potential improvements that could be made through the referendum. He mentioned it was a brighter future for the kids, and the stronger home values would strengthen the cities fiscal ability to operate. Mr. Tanner asked not to let the perception of Mishawaka schools go south. He believed they had strong quality schools. Mr. Tanner pleaded for the support for Mishawaka schools and the student's future.

Mr. Deal said he was happy to say supporting the referendum was not a difficult decision, referendums were important. He proudly said he was supporting the resolution and the move to pass both referendums.

Mrs. Voelker thanked the Collaborating Committee, Dean Speicher and the many people who were involved in the process. She mentioned she did not support the last referendum. Mrs. Voelker said she was impressed by the hard work and collaboration in the process and the support that came from the citizens. She stated she would vote yes twice. Mrs. Voelker congratulated everyone for their hard work.

Mr. Compton thanked the Committee and School Board for their hard work. He said he was happy to be involved and to help push the referendum through. Mr. Compton mentioned the last referendum the council did not want to speak or take a position on. He said he was a product of Mishawaka Schools. Mr. Compton explain the referendum was too important to let down. He said the state house put them in that position. Mr. Compton believed the community needed to prove it was wanted and much needed. He expressed his appreciation for the tremendous hard work. Mr. Compton said coming together would make the referendum pass.

Mr. Bellovich said he supports the referendum but because he did not live in the district, he could not vote twice. He mentioned he supported the last referendum and noticed the difference on how it was taken on this time. Mr. Bellovich said he supported it one hundred percent and congratulated everyone for their hard, was sure they would have a solid victory.

Mr. Emmons said he was voting yes twice. He said as a former educator and members of his family were educators believed in education. Mr. Emmons said without a good education system the community would fail. He expressed the importance to invest in their students. He said their children would become citizen they were proud of, graduate, carry on the tradition of Mishawaka, and become future leaders. Mr. Emmons said as graduate of Mishawaka he still believes in Mishawaka schools. He said he severed on the committee from the ground up and has seen how transparent they had become, the effort the administration put in, and community leaders who spent hours to address the issues that were important to Mishawaka. Mr. Emmons urged everyone to vote yes for the referendums.

Mr. Banicki said although he could not vote for the referendum because of his district, he would encourage others to vote yes. He mentioned the support he gives going to the sporting events. Mr. Banicki said a busy student would not get in trouble, keep the kids as occupied in their schools. He stated they could not count on Indianapolis to bail them out; they have to take care of themselves in-house. Mr. Banicki said it has been too long; the schools had to get back to a sustainable level. He believed the word reached out better this time. Mr. Banicki said if the referendum did not pass, they would have to keep fighting.

Question was called for at 8:16 p.m. for **RESOLUTION 2016-30** **Vote: Motion carried by unanimous roll call vote (summary: Yes = 8). Yes: Mrs. Voelker Mr. Compton, Mr. Deal, Mr. Tanner, Mr. Emmons, Mr. Bellovich, Mr. Canarecci, Mr. Banicki.**

Clerk Block read **PROPOSED ORDINANCE NO. 2016-22**

<u>PROPOSED ORDINANCE NO. 2016-22</u>

AN ORDINANCE ANNEXING CONTIGUOUS TERRITORY TO THE CITY OF MSIHAWAKA, INDIANA, AND PROVIDING ZONING CLASSIFICATION THEREFORE

(Annex and Rezone to S-1 for Watermark Apartments 53555 Fir Road and Toll Road)

Mr. Deal reported the Land Use Planning Committee recommended this proposed ordinance Should be adopted and moved for acceptance of same upon a second by Mr. Compton motion carried.

Question was called for at 8:18 p.m. for **PROPOSED ORDINANCE NO. 2016-22** **Vote: Motion carried by unanimous roll call vote (summary: Yes = 8). Yes: Mrs. Voelker Mr. Compton, Mr. Deal, Mr. Tanner, Mr. Emmons, Mr. Bellovich, Mr. Canarecci, Mr. Banicki.** Thus it becomes **ORDIDNACE NO. 5544**

Clerk Block read **PROPOSED ORDINANCE NO. 2016-23**

<u>PROPOSED ORDINANCE NO. 2016-23</u>

CIVIL CITY BUDGET AND TAX LEVY FOR 2017

Mr. Bellovich reported the Budget and Finance Committee recommended this proposed ordinance should be adopted and moved for acceptance of same upon a second by Mr. Canarecci motion carried.

Mr. Tanner believed the departments and Controller collectively came up with a fantastic budget that collectively reduced for the coming year. He apologized for some misguided information that created some confusion to the Save the Geese Group. Mr. Tanner addressed the concerns on the removal of the geese. He believed the Parks Department and Mayors Administration were going to take on other ways to address geese in the future. Mr. Tanner said even though it was budgeted into 2017 budget for Animal Control he believes there would be a more transparent process put in place.

Mr. Banicki thanked the Mayor Administration, Rebecca Miller, Controller, and Department Heads for their hard work. He said with the Circuit Breaker coming and loss of money, they have to be tight with every penny they have.

Question was called for at 8:22 p.m. for **PROPOSED ORDINANCE NO. 2016-23** **Vote: Motion carried by unanimous roll call vote (summary: Yes = 8). Yes: Mrs. Voelker**

Mr. Compton, Mr. Deal, Mr. Tanner, Mr. Emmons, Mr. Bellovich, Mr. Canarecci, Mr. Banicki. Thus it becomes **ORDIDNACE NO. 5545**

PRIVILAGE OF THE FLOOR

Lisa Cunningham 2110 S. High St. South Bend said she loves Mary Gibbard Pool. She voiced her concerns on losing Mary Gibbard Pool. Ms. Cunningham asked why the city has not put money toward repairing the pool.

Mr. Banicki said the Parks Department was looking into repairing the pool but chances were the pool would be renovated to a splash pad because of the cost of maintaining the pool.

Mr. Compton said many things have been tried. He believed there was much more success with the splash pads. Mr. Compton explained it was too hard and expensive to maintain a 60-year-old pool. He said they have to make best use of the citizen tax dollars. Mr. Compton clarified tax dollars did not pay for the geese, the golfers paid for the removal of the geese. He said pools were very challenging for the city to continue to operate.

Mr. Emmons mentioned meeting with Park Superintendent Phil Blasko discussing the future for Mary Gibbard Pool. He said they discussed different options for not only the pool but also the entire park. Mr. Emmons explain they wanted to make the park unique with the things the other parks did not have and make it the corner stone of the west end. He said nothing was decided but there was a process. Mr. Emmons stated he and Mr. Blasko would continue to meet and later get an architect and the community involved for suggestions.

Brett Bernoff a Mishawaka Police Retiree spoke in regards to the wage ordinance for Police and Fire. He felt the 1% raise was insufficient. Mr. Bernoff said he was told minds were made up and not much negotiating was done. He said suggestions for raising revenue through traffic or alarm violations were turned down. Mr. Bernoff asked why more money was being spent elsewhere and not invested in their police.

Mr. Compton said there was no amount to give police officers for the protection they give. He explains with the fiscal cliff they had to be responsible with their tax dollars. Mr. Compton said they looked through the entire budget looking for money and agreed they would meet with the Police one more time. He believed they chose as the Labor Management Committee to buy into and believe the numbers and the things they were being told from outside groups and the Controller. Mr. Compton understood it was not much. He said their minds were made up but they continued looking for money all the way through the budgeting process. Mr. Compton stated the Police and Fire were 70% of the budget. He said they would love to pay them more. Mr. Compton mentioned Mr. Mammolenti was meeting with the Mayors Administration to continue to look at the Alarm Ordinance.

Mr. Bernoff asked why the money from unfilled position could not be used. Mr. Compton said they were short on police officers but there were people in the process to fill those positions. He said they had a budget walking into negotiations. Mr. Compton explained their hands were tied by the state; they could not raise their rates. He said they listened and have continued to look for other options and agreed to meet with the police one more time.

Mr. Tanner said they had respect for their Law Enforcement and they could not pay enough. He addressed the unfilled position of police officers, said the positions could be filled at any time. Mr. Tanner said to have a city ordinance for moving violations would require the expense and other logistics to have a city court established. He said although it would be revenue generated it would require additional expenses and could not be done in time. Mr. Tanner explained the negotiation process was a set period and the budget had to be approved by November 1st and those solutions could not be done in that time.

Mr. Deal appreciated Mr. Bernoff for being there. He said the admiration was pro public safety. He quoted Mr. Compton that they would love to give the police and fire more. Mr. Deal explained it was a difficult situation even personally for him as a former police officer, they understood and emphasized with the police but they had a greater responsibility to the city at large to manage the money they had. He said the negotiation team worked very hard and they understood that it was not good enough. He said they felt bad the negotiations were more of a presentation rather than a negotiation. Mr. Deal stated they did not want anyone to feel like they were not negotiated with but that was all they had. He said next year they would look at other things.

Mr. Emmons commented they would like to give everyone more than 1%. He said all employees were just as important and they work hard.

Mr. Canarecci said the negotiating team looked under every rock but there was nothing that could be done. He stated it was hurtful to hear the police felt the government did not care. Mr. Canarecci said he wish the police could see everything the city had taken on that benefits them. He expressed the respect the Council had for the Police and Fire and wish they could pay more.

NEW BUSINESS

Mr. Deal announced Wednesday October 19th would be the Third Districts Neighborhood Meeting at 7:00 P.M. at Twin Branch School. The speaker would be Phil Blasko, Superintendent of Parks.

Mr. Tanner reminded everyone of Trunk or Treat October 22, 2016 from 5 to 7 P.M. at Battell Center.

Mr. Emmons announced First District Neighborhood Meeting would be October 20th at 7:00 P.M. at Berkley Circle. The speaker would be giving updates on the WellPet odor progress.

ADJOURNMENT 8:53 p.m.

Deborah S. Block__________________/s/	Ronald S. Banicki________/s/
Deborah S. Block, IAMC, MMC, City Clerk	Ronald S. Banicki, President

DATE: October 12, 2016

OCT 19 2016

TO THE: HONORABLE MEMBERS OF THE COMMON COUNCIL
CITY OF MISHAWAKA, INDIANA

RE: PETITION FOR ANNEXATION & REZONING FOR:

LARRY M. & CHRISTINE A. COLE

Pet 16-32

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:

ANNEXATION AND REZONING LEGAL DESCRIPTION:

PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 3 EAST, HARRIS TOWNSHIP, ST. JOSEPH COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOTS NUMBERED 1 AND 2, AND OUTLOT "A" OF COLE'S CLEVELAND MINOR SUBDIVISION AS RECORDED NOVEMBER 12, 2015 IN INSTRUMENT NUMBER 1530456 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA. CONSISTING OF (3) THREE LOTS AND 2.97 ACRES MORE OR LESS. SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

COMMONLY KNOWN AS: 15057 CLEVELAND ROAD, 15151 CLEVELAND ROAD, AND VACANT LAND CLEVELAND ROAD, GRANGER, INDIANA 46530.

THE ABOVE DESCRIBED PARCELS OF LAND ARE PRESENTLY ZONED "R" SINGLE FAMILY DISTRICT IN THE UNINCORPORATED COUNTY.

PETITIONERS DESIRE TO ANNEX AND REZONE THE REAL ESTATE DESCRIBED ABOVE TO THE "R-3" MULTI-FAMILY RESIDENTIAL DISTRICT CLASSIFICATION. THE PURPOSE FOR THE ANNEXATION AND REZONING IS TO ALLOW FOR DEVELOPMENT CONSISTING OF RESIDENTIAL TOWNHOMES.

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 ANNEXATION AND REZONING THE ABOVE DESCRIBED PARCEL OF REAL ESTATE LOCATED IN THE CITY OF MISHAWAKA.

Larry M. Cole Christine A. Cole

LARRY M. & CHRISTINE A. COLE

CONTACT PERSON:
MICHAEL DANCH
DANCH, HARNER & ASSOCIATES, INC.
1643 COMMERCE DRIVE
SOUTH BEND, INDIANA 46628 (574) 234-4003.

RECEIVED
DEBORAH S. BLOCK, MMC

NOV 02 2016

CITY CLERK
MISHAWAKA, IN

OCT 18 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL &
PLANNING COMMISSION COMMISSIONERS
CITY OF MISHAWAKA, INDIANA
600 EAST 3RD STREET
MISHAWAKA, IN 46544

Pet 16-32

OCTOBER 18, 2016

RE: ANNEXATION PETITION
15000 BLOCK CLEVELAND ROAD:

COMMON COUNCIL AND PLANNING COMMISSION MEMBERS,

THIS LETTER IS TO INFORM THE MEMBERS THAT I (WE) HAVE GRANTED AUTHORITY TO DANCH, HARNER & ASSOCIATES TO REPRESENT ME (US) AT THE PLANNING COMMISSION AND COMMON COUNCIL MEETING(S) AT WHICH MY (OUR) PETITION WILL BE HEARD.

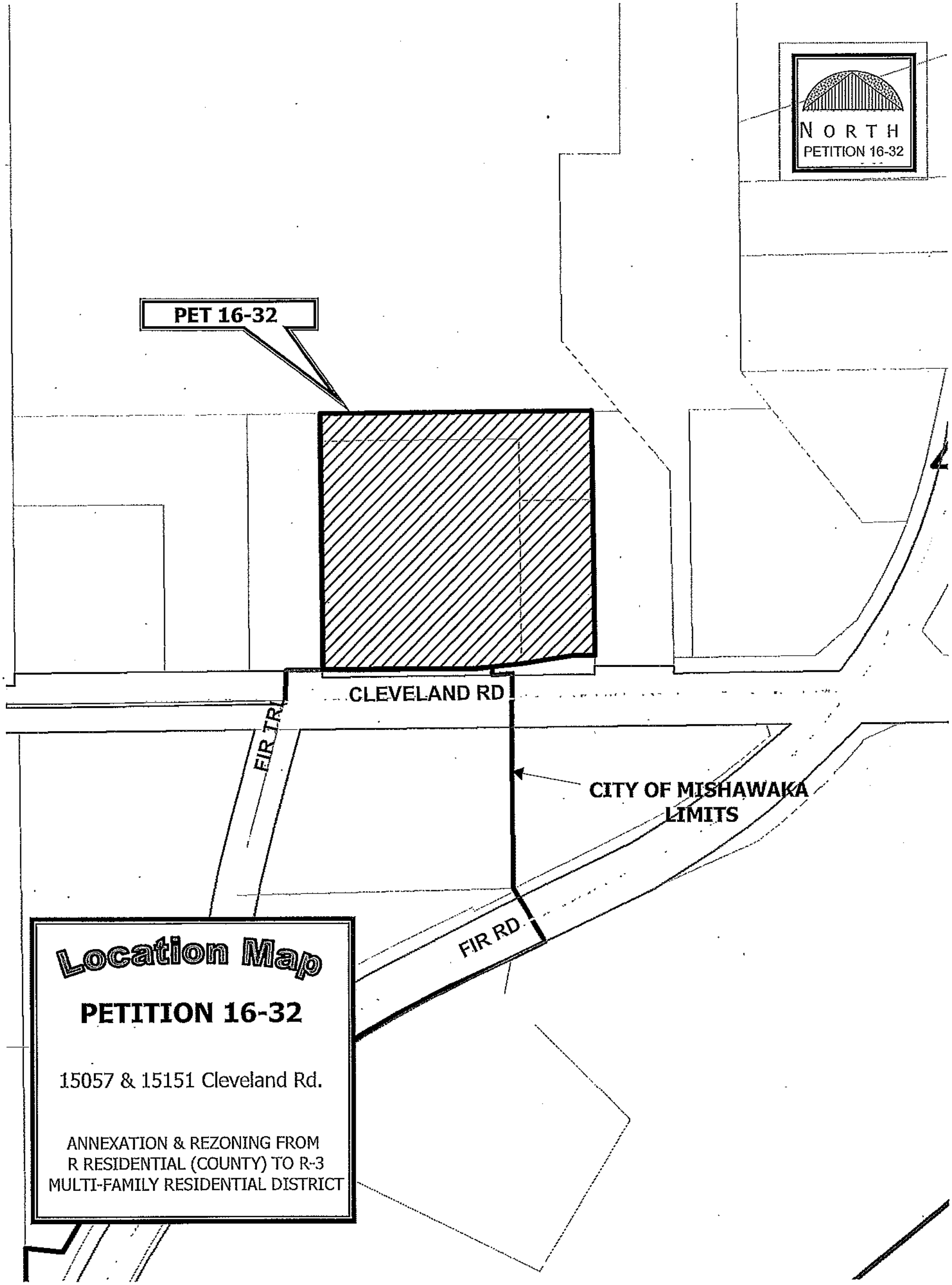
IF YOU HAVE ANY QUESTIONS CONCERNING THIS MATTER, PLEASE FEEL FREE TO CONTACT US.

SINCERELY,

Larry M Cole Christine A Cole

LARRY M. & CHRISTINE A. COLE
15234 GRAND VISTA DRIVE
GRANGER, IN 46350

File No. ~~162356~~
160236



NORTH
PETITION 16-32
PET 16-32
CLEVELAND RD
FIR TR
CITY OF MISHAWAKA LIMITS
FIR RD
Location Map
PETITION 16-32
15057 & 15151 Cleveland Rd.
ANNEXATION & REZONING FROM
R RESIDENTIAL (COUNTY) TO R-3
MULTI-FAMILY RESIDENTIAL DISTRICT

RECEIVED
DEBORAH S. BLOCK, MMC

NOV 02 2016

CITY CLERK
MISHAWAKA, IN

1st Reading 11-09-16
2nd Reading
Passed
Failed
Continued To

PROPOSED ORDINANCE NO. 2016-28

ORDINANCE NO.____________

AN ORDINANCE DECLARING AN EMERGENCY AND TRANSFERRING AND REAPPROPRIATING FUNDS WITHIN THE BUDGET ADOPTED FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2016

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

Section 1. An emergency exists which requires the transfer and reappropriation of funds within the Fire Department in the General Fund budget adopted for the fiscal year ending December 31, 2016.

Section 2. There is hereby transferred and reappropriated the sum of $50,000.00 as follows:

General Fund

From:	Fire Department		
	Personal Services		
	101-19-411-60	Overtime	$50,000.00
		Total	$50,000.00
To:	Fire Department		
	Other Services and Charges		
	101-19-436-01	Building/Equip Repair	$50,000.00
		Total	$50,000.00

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

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

_________day of ____________________, 2016 at _________ o'clock, ____.M.

____
Presiding Officer

ATTEST:

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

PRESENTED BY ME to the Mayor this ______day of____________, 2016 at ________ o'clock, ____.M.

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

APPROVED BY ME this ______ day of, ____________, 2016 at ______ o'clock, ____.M.

____
David A. Wood, Mayor

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

MISHAWAKA FIRE DEPARTMENT
Bryon P. Woodward
Chief of Department

October 26, 2016

RE: Proposed Ordinance 2016

Honorable Council Members:

At this time, we find the need to request a transfer of Fire Department Funds as follows:

From: Fire Department
Personal Services

101-19-411-60	Overtime	$50,000.00

Total $50,000.00

To: Fire Department
Other Services and Charges

101-19-436-01	Building/Equip Repair	$50,000.00

Total $50,000.00

This comes from an unexpected rise in apparatus repairs this year. We have started taking measures to help minimize this type of occurrence in the future. For example, developing and implementing a new preventative maintenance program for our fleet of vehicles.

If you have any questions concerning this transfer, please let me know and I will be happy to discuss them with you.

Bryon Woodward

Bryon P. Woodward, Chief
Mishawaka Fire Department

3000 Harrison Rd. • Mishawaka, IN • 46544 • (574) 257-0620
Fax (574) 258-1698 www.mishawaka.in.gov

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

DEPARTMENT OF FINANCE
Rebecca S. Miller, Controller
Misti D. Horvath, Deputy Controller

Date: November 2, 2016

To: Honorable Members of the Common Council

From: Rebecca Miller

Re: Local Road and Bridge Matching Fund #244

IC 8-23-30 requires all political subdivisions to adopt a Local Road and Matching Grant Fund to deposit our awarded funds. Our engineering department completed all the necessary steps to apply for this grant and was awarded $750,000.00. Our matching appropriation is currently in the LOIT Special Distribution fund and will be transferred once this new fund is established. The three projects earmarked for this funding are Grape Road, McKinley Avenue, and Dragoon Trail.

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

c: David A. Wood, Mayor
Gary E. West, Director of Engineering

RECEIVED
DEBORAH S. BLOCK, MMC

NOV 02 2016

CITY CLERK
MISHAWAKA, IN

1st Reading 11-9-16
2nd Reading
Passed
Failed
Continued To

Proposed Ordinance NO. 2016- 29

ORDINANCE NO.___________

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA, ESTABLISHING A LOCAL ROAD AND BRIDGE MATCHING GRANT FUND

WHEREAS, the Indiana General Assembly, through House Enrolled Act 1001, and the Indiana Department of Local Government Finance, are requiring political subdivisions in Indiana to establish a new and separate fund to receive Local Road and Bridge Matching Grant distributions; and

WHEREAS, the Indiana Code 8-23-30, et al has been modified requiring such fund to be established; and

WHEREAS, the City is to obtain funds from the State's excess reserves for the purposes detailed in the Indiana Code and

WHEREAS, the City is to transfer its local matching funds into such fund as detailed in the Indiana Code.

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

Section 1. The City of Mishawaka, Indiana hereby establishes Fund 244 Local Road and Bridge Matching Grant Fund to receive the matching grant from the State and to transfer the City's local match.

Section 2. This Ordinance shall be in full force and effect from and after its passage, signing, attestation, and legal publication.

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

On this ___________ day of ________________, 2016 at __________ o'clock, ____.M.

____
Ronald Banicki, Presiding Officer

ATTEST:

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

PRESENTED BY ME to the Mayor of the City of Mishawaka, Indiana

on this __________day of ________________, 2016 at______ o'clock, ____.M.

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

APPROVED BY ME this __________day of ________________, 2016 at

____________o'clock, _____.M.

____
David A. Wood, Mayor

1st Reading 11-09-16
2nd Reading
Passed
Failed
Continued To

CITY OF MISHAWAKA, INDIANA

PROPOSED ORDINANCE NO. 2016-30

ORDINANCE NO. ________

AN ORDINANCE AMENDING TITLE VIII, CHAPTER 58, OF THE MUNICIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA, AS FROM TIME TO TIME AMENDED, COMMONLY KNOWN AS "THE TRAFFIC CODE" OF THE CITY OF MISHAWAKA, INDIANA.

WHEREAS, the Traffic Commission of the City of Mishawaka, Indiana, has recommended the modification of Various Traffic Schedules of the Municipal Code

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, that:

Section 1. Chapter 58, Section 58-522 Schedule I, of the Municipal Code of the City of Mishawaka, commonly known as "Speed Limits", is hereby amended as follows:

Delete the following:

- Grape Road from Day Road to southern edge of overpass, 40 mph
- Main Street from Day Road to SR23, 40 mph

Add the following speed limits to the schedule:

- Beacon Parkway, From Fir Road to Capital Avenue, 35 mph
- Bremen Highway, From Dragoon to Chandler, 35 mph
- Bremen Highway, From Walter St. to US20 Bypass, 40 mph
- Day Road, From Filbert Road to the Eastern City Limits, 40 mph
- Dragoon, From the Eastern City Limits to the Western City Limits, 35 mph
- Douglas Road, From Eastern City Limits to Western City Limits, 40 mph
- Edison Road, From Logan to Main Street, 35 mph
- Fir Road, From McKinley Avenue to Day Road, 35 mph
- Grape Road, From McKinley Avenue to Edison Road, 35 mph
- Grape Road, From Edison Road to North City Limits, 40 mph
- Ireland Road, From the Western City Limits to Bremen Highway, 35mph
- Main Street, From McKinley Ave to Day Road, 35 mph
- Main Street, From Day Road to North City Limits, 40 mph
- McKinley Avenue, From Logan to Fir Road, 35 mph
- McKinley Avenue, From Fir Road to the Eastern City Limits, 45 mph
- Shanower Court, From E. Jefferson Boulevard to the Golf Course, 20 mph
- Twelfth Street/Harrison Rd., From Eastern City Limits to Capital Ave, 35 mph
- Twelfth Street/Harrison Rd., From Capital Avenue to Merrifield Ave., 35 mph
- Union Street, From Twelfth Street to Dragoon, 35 mph
- University Drive, From Grape Road to Fir Road, 35 mph

Section 2. Chapter 58, Section 58-554 Schedule III, of the Municipal Code of the City of Mishawaka, commonly known as "All-Way Stop Intersections", is hereby amended as follows:

Add the following intersections:

- Division and Pregel Dr.
- Cedar and Merrifield
- Forest and Wilson Blvd
- Front and West
- Pine and Comfort Place
- Third and Race

Delete the following all-way stops:

- Hickory Road and Edison Road
- Jefferson and Cedar
- Jefferson and Division
- Jefferson and Fir Road
- Thirteenth and Union
- Twelfth Street (Harrison Road) and Capital Avenue
- Vistula and Bittersweet

Section 3. Chapter 58, Section 58-555 Schedule IV, of the Municipal Code of the City of Mishawaka, commonly known as "One-Way Streets and Alleys", is hereby amended as follows:

Delete the Following from "One-Way Streets and Alleys",

- Virgil Street, From Lincoln Way East to Third Street,
- Front Street, From Main Street to Mill Street,
- Center Court, From Front Street to Main Street,

Proposed Ordinance No: 2016-30

Ordinance No: ___________________

Section 4. 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 ____________________, 2016, at _________ o'clock __.M.

____
Presiding Officer

ATTEST:

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

PRESENTED by me to the Mayor this _____day of _______________, 2016, at ______o'clock _.M.

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

APPROVED by me this _____ day of ______________, 2016, at ____ o'clock _.M.

____
David A. Wood, Mayor

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

DEPARTMENT OF ENGINEERING

GARY E. WEST
Director of Engineering
CHRISTINE M. JAMROSE, P.E.
Assistant Director of Engineering
TERRY R. HOGMAN
Construction Manager
DEBORAH L. WHEELER
Project Manager
R. TODD SCHEETS
Traffic Manager
MELISSA A. McGUIRE
MS4 Coordinator

November 3, 2016

Mishawaka Common Council
City Hall, P.O. Box 363
Mishawaka, IN 46546-0363

Re: Proposed Ordinance Amendment 2016-30
Update to Traffic Code

Honorable Council Member:

Over the past couple of years the Engineering Department has been working with a Traffic Engineering Consultant to review the speed and volume in the high volume traffic corridors. As a result of those studies the Traffic Commission has approved adjusting the speeds to more closely match the operating speed within each corridor.

Secondly the Traffic Commission recently supported the installation of an "All Way Stop" on Division Street at Pregel Drive at the request of Mishawaka Police to make the intersection safer for students crossing with a crossing guard enroute to Liberty School.

As we prepared this ordinance it became apparent that there have been numerous changes within the City, and not all have been reflected in Chapter 58 of the City of Mishawaka Municipal Code which covers traffic and vehicles. This proposed ordinance changes Chapter 58, Article VIII, Schedule I "Speed Limits", Schedule III "All Way Stops", and Schedule IV "One Way Streets and Alleys" to update the code to reflect changes to the Traffic Code.

A summary of the amendments for each Schedule appears below under the applicable heading.

<u>Schedule I, Speed Limits</u>

Section 58-552, Schedule I, of the City of Mishawaka Municipal Code lists the speed limits for various streets within the City limits. The City has hired consultants to conduct traffic studies. The studies indicated that there are many corridors within the City for which the speed limits can be safely increased to allow for improved traffic flow.

City Hall • 600 East Third Street • P.O. Box 363 • Mishawaka, Indiana 46546-0363
Telephone: (574) 258-1619 • Facsimile: (574) 258-1776
E-Mail: Engineering@Mishawaka.IN.gov • Website: Mishawaka.IN.gov

Corridor	Segment	Existing Speed MPH	Proposed Speed MPH
Grape Road	State Road 23 to S. of Toll Road	30	40
	South Side Toll Road to Day Rd.	40	40
	Day Road to Edison Road	30	40
	Edison Road to McKinley Ave.	30	35
Main Street	Day Road to North City Limits	40	40
	Day Road to McKinley Avenue	30	35
McKinley Avenue	Logan St. to Fir Road (Former INDOT speed limit)	35	35
	Fir Road to Eastern City Limits	45	45
Edison Road	Logan to Main Street	30	35
Day Road	Grape Road to Filbert	35	35
	Filbert to the Eastern City Limits	30	40
Dragoon Trail	Eastern City Limits to Western City Limits	30	35
Douglas Road	Western City Limits to Eastern City Limits	30	40
University Drive	Grape Road to Fir Road	30	35
Beacon Parkway	Fir Road to Capital Avenue (SR 331)	35	35
Bremen Highway	US 20 Bypass to Walter St.	35	40
	Chandler to Dragoon	35	35
Union Street	Dragoon to Twelfth Street	30	35
Twelfth St./Harrison Road	Eastern City Limits to Capital Avenue (SR 331)	35	35
	Lexington to Capital Avenue (SR 331)	30	35
	Capital Avenue to Merrifield Avenue	30	35
Ireland Road	Western City Limits to Bremen Hwy	30	35
Fir Road	Day Road to McKinley Avenue	30	35

<u>Schedule III, All-way stop intersections</u>

Section 58-554, Schedule III, delineates the all-way stops within the City limits. Several have been upgraded to traffic signals and should be **removed** from schedule III:

- Hickory Road at Edison Road
- Jefferson Boulevard at Cedar Street
- Jefferson Boulevard at Division Street
- Jefferson Boulevard at Fir Road
- Thirteenth and Union
- Twelfth Street (Harrison Road) and Capital Avenue
- Vistula and Bittersweet

The Traffic Commission has also recommended the removal of the all-way stop at Byrkit and Fourth.

The following intersections to be designated as **all-way stops:**

- Division at Pregel Drive
- Front Street at West St.
- Pine St. at Comfort Place
- Third St. at Race St.
- Cedar St at Merrifield Ave.
- Forest St. at Wilson Boulevard

Schedule IV, One-way streets and alleys

Section 58-555, Schedule IV, of the Traffic Schedule delineates the one-way streets and alleys within the City limits.

- Remove Virgil Street, From Lincolnway East to Third Street, as this stretch of Virgil has been vacated
- Remove Front Street, From Main Street to Mill Street, as traffic is now two-way
- Remove Center Court, From Front Street to Main Street, as this roadway has been removed

If you have any questions, or would like to schedule a time for an informational session regarding the proposed changes, feel free to call me at 258-1619 or e-mail me at gwest@mishawaka.in.gov.

Very truly yours,

Gary E. West

Gary E. West
Director of Engineering

GEW:mam

RECEIVED
DEBORAH S. BLOCK, MMC
NOV 03 2016
CITY CLERK
MISHAWAKA, IN

1st Reading 11-09-16
2nd Reading
Passed
Failed
Continued To

CITY OF MISHAWAKA, INDIANA

PROPOSED ORDINANCE NO. 2016-31

ORDINANCE NO. _______

AN ORDINANCE AMENDING, CHAPTER 62, OF THE MUNICIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA, AS FROM TIME TO TIME AMENDED, COMMONLY KNOWN AS "SEWER USE ORDINANCE" OF THE CITY OF MISHAWAKA, INDIANA.

WHEREAS, the Department of Engineering of the City of Mishawaka, Indiana, has recommended the modification of the Sewer Use Ordinance of the Municipal Code specifically Chapter 62 Division 8, "Sewer Insurance Fund and Charges".

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, that:

Section 1. Chapter 62, Section 62-244, "Application of Funds", is hereby amended as follows:

Delete Section 62-244(a)(1) and Replace with a new Section 62-244(a)(1) as follows:

(a) Funds collected under this division shall be used for:

(1) The payment of all costs in excess of the charges set forth in section 62-246 which the city engineer declares to be directly attributable to the repair of a private sewer connection.

Section 2. Chapter 62, Section 62-246, commonly known as "Charges to Private Sewer Owner; payment", is hereby amended as follows:

Delete Section 62-246 in its Entirety and Replace with a new Section 62-246:

(a) The owner of property on which the private sewer connection is located shall be responsible to pay the city engineer the first $250.00 of cost incurred for all work as allowed under section 62-244 in an owner-occupied single family dwelling.

(b) The owner of property on which the private sewer connection is located shall be responsible to pay the city engineer the first $500.00 of cost incurred for all work as allowed under section 62-244 in a renter-occupied single family dwelling.

(c) Payment from the single family property owner shall be due to the sewer insurance fund prior to the initiation of any work.

(d) In cases of hardship or extreme emergency, the single family owner occupied property may file an affidavit of hardship for review by the city engineer. If approved, payment will be due the city within 180 days of the date of invoice issued by the city engineer.

Proposed Ordinance No: 2016-31

Ordinance No: ____________________

Section 3. This Ordinance shall be in full force and effect from and after its passage, due attestation and legal publication.

PASSED by the Common Council of the City of Mishawaka, Indiana, this ______day of ____________________, 2016, at _________ o'clock __.M.

____
Presiding Officer

ATTEST:

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

PRESENTED by me to the Mayor this _____day of ______________, 2016, at ______o'clock _.M.

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

APPROVED by me this _____ day of _____________, 2016, at ____ o'clock _.M.

____
David A. Wood, Mayor

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

DEPARTMENT OF ENGINEERING
GARY E. WEST
Director of Engineering
CHRISTINE M. JAMROSE, P.E.
Assistant Director of Engineering
TERRY R. HOGMAN
Construction Manager
DEBORAH L. WHEELER
Project Manager
R. TODD SCHEETS
Traffic Manager
MELISSA A. McGUIRE
MS4 Coordinator

November 3, 2016

Mishawaka Common Council
City Hall, P.O. Box 363
Mishawaka, IN 46546-0363

Re: Proposed Ordinance Amendment 2016-31
Amending the Sewer Insurance Program

Honorable Council Member:

The proposed amendments to the Sewer Insurance Program will allow the City of Mishawaka to simplify the operation of the program, regardless of the type of occupancy. When a covered sewer repair is performed, the deductible for owner-occupied single family residence is currently and will remain $250. In the case of renter-occupied single family dwellings, the deductible will be $500.

As properties change hands, it is difficult to keep accurate records of the type of occupancy. As owner occupied homes change to rental property, renter-occupied homes continue to be charged for the sewer insurance program after they are no longer eligible, which poses a problem when a covered repair arises.

Additionally, as homes move from owner-occupied to a rental property, our current policy attempts to remove rental properties from collection of the monthly sewer insurance fee since the program was developed for single family owner occupied properties. As the number of rental homes increases, properties paying into the sewer insurance fund continue to decrease.

The proposed amendments to the sewer insurance program will address both problems. By updating the ordinance to collect from renter-occupied single family dwellings, the sewer insurance fund will be more solvent. Additionally, determining the occupancy status at the time of sewer repair is much easier and more reliable. This will allow the City to collect a higher deductible on rental properties, while still being responsive to repair a failing private sewer lateral.

If you have any questions, or would like to schedule a time for an informational session regarding the proposed changes, feel free to call me at 258-1619 or e-mail me at gwest@mishawaka.in.gov.

Very truly yours,

Gary E. West

Gary E. West
Director of Engineering

GEW:mam

City Hall • 600 East Third Street • P.O. Box 363 • Mishawaka, Indiana 46546-0363
Telephone: (574) 258-1619 • Facsimile: (574) 258-1776
E-Mail: Engineering@Mishawaka.IN.gov • Website: Mishawaka.IN.gov

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR **BUILDING - COMMUNITY DEVELOPMENT - PLANNING**

November 3, 2016

RECEIVED
DEBORAH S. BLOCK, MMC
NOV 03 2016
CITY CLERK
MISHAWAKA, IN

Mr. Woody Emmons, 1st District City Council
Mr. Mike Bellovich, 2nd District City Council
Mr. Ross Deal, 3rd District City Council
Mrs. Kate Voelker, 4th District City Council
Mr. Michael Compton, 5th District City Council
Mr. Ron Banicki, 6th District City Council
Mr. Joe Canarecci, At-Large City Council
Mr. Matt Mamolenti, At-Large City Council
Mr. Bryan Tanner, At-Large City Council
Mrs. Deborah Block, City Clerk

Re: Resolution 2016-31
Addition of property parcels to the City acquisition list
Future Union Street Widening- Former Papa Joes
Blighted Property Acquisition- 227 E. Fourth Street

Dear Council Members and Clerk:

Attached for your consideration is proposed Resolution 2016-31 adding multiple properties to the City's acquisition list within our consolidated Tax Increment Finance District. In 2014, the Common Council approved an adjustment of the boundaries of the City's Tax Increment Finance Districts forming one consolidated district. As part of that amendment, an amendment to the City's Economic Development Plan was included which listing a wide range of projects where there was an identified need for funding within or adjacent to that area.

As part of plan amendments, an acquisition list is required to be completed to give property owners information on potential acquisitions. In this case, the City with the review of legal counsel, identified that it would be disingenuous to include such a list in that amendment because the range of projects (hundreds) would have needed to include literally thousands of properties. Many of which that would never be acquired or touched. As such, the decision was made to follow up with separate individual acquisition list updates on a project to project basis.

At this time, the Administration is requesting the Council's approval of Resolution 2016-31 to allow the City to proceed with the acquisition of 5 parcels as part of two separate proposed acquisitions. The first is the former Papa Joes site which includes 4 parcels: the restaurant site, the adjacent single family home, and the two properties across the street that were previously used for parking. The common addresses for these properties are 1204, 1207, 1208, and 1209 Union Street. The purpose of the acquisition is to land bank the property to allow for the future widening of Union Street. There are no immediate plans to widen the road primarily due to a lack of available funding. Because of the fire that occurred in the restaurant, the City reached out to the owner after we understood that the property was underinsured and would not be re-built.

The second acquisition proposed is for blighted property acquisition at 227 E. Fourth Street. This is an older commercial structure that was previously condemned by the St. Joseph County Health Department. The building has been accessed by animals over time and is currently leaning to one side. It has been vacant for some time, and the owner currently resides in a nursing home and is being represented by her son who has power of attorney over the estate. Once acquired it would be demolished and prepared for the construction of a new single family home, likely working with Habitat for Humanity of St. Joseph County.

I have attached the buy-sell-development agreements between the Redevelopment Commission and the two property owners for your use and reference.

As part of those agreements a few contingencies were placed, including the Council's approval of adding the properties to the acquisition list. If the Council chooses to approve this resolution at this time, the agreements have the ability to move forward. If this is denied, the agreements approved by the Redevelopment Commission and property owners are null and void.

As always, we appreciate your consideration of the request. Please do not hesitate to contact me with any questions.

Sincerely,

Kenneth B. Prince, ASLA, AICP
City Planner

Cc: David A. Wood, Mayor

RESOLUTION NO. 2016-31
Miscellaneous Property Acquisitions

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

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

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

WHEREAS, on March 11, 2014, the City of Mishawaka Plan Commission (the "Plan Commission") adopted and approved its resolution 2014-01, determining that the Declaratory Resolution and the Economic Development Plan, as amended by the Plan Amendment, conform to the plan of development for the City and approving, ratifying and confirming the Declaratory Resolution and the Economic Development Plan, as amended by the Plan Amendment, and designated such resolution as the written order of the Plan Commission approving the Declaratory Resolution and the Economic Development Plan, as amended by the Plan Amendment, as required by Section 16 of the Act (the "Plan Commission Order"); and

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

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

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

WHEREAS, a number of those projects including the widening of Union Street and the acquisition of a blighted commercial properties in the downtown that would be replaced with single family residential were included in the economic development plan; and

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

WHEREAS, the description of the properties proposed to be added are as follows: 227 E. Fourth Street, City of Mishawaka, St. Joseph County, Indiana, more particularly described as follows:

64.7' E & W X 123' N & S NE Cor Lot I S Side 4th St St Joseph Iron Works

16/17 Cons w/016-1004-0194 Per Penn Assessors Req IC 6-1.1-5-16

Tax key number: 016-1004-0193

Together with:

1204, 1207, 1208, and 1209 Union Street, City of Mishawaka, St. Joseph County, Indiana, more particularly described as follows:

Lot 1 Towles 2nd Add - Tax key number: 016-1132-5159 (known as S.1204 Union St.)

Lot 2 Knonewitters - Tax key number: 016-1157-6309 (known as S.1207 Union St.)

Lot 2 Towles 2nd Add - Tax key number: 016-1132-5161 (known as S.1208 Union St.)

Lot 3 Knonewitters - Tax key number: 016-1157-6310 (known as S.1209 Union St.)

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

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

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

* * * * *

Passed and adopted at a meeting of the Common Council of the City of Mishawaka, Indiana, held on November 9, 2016.

COMMON COUNCIL OF THE
CITY OF MISHAWAKA, INDIANA

____
Ron Banicki, President

ATTEST:

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

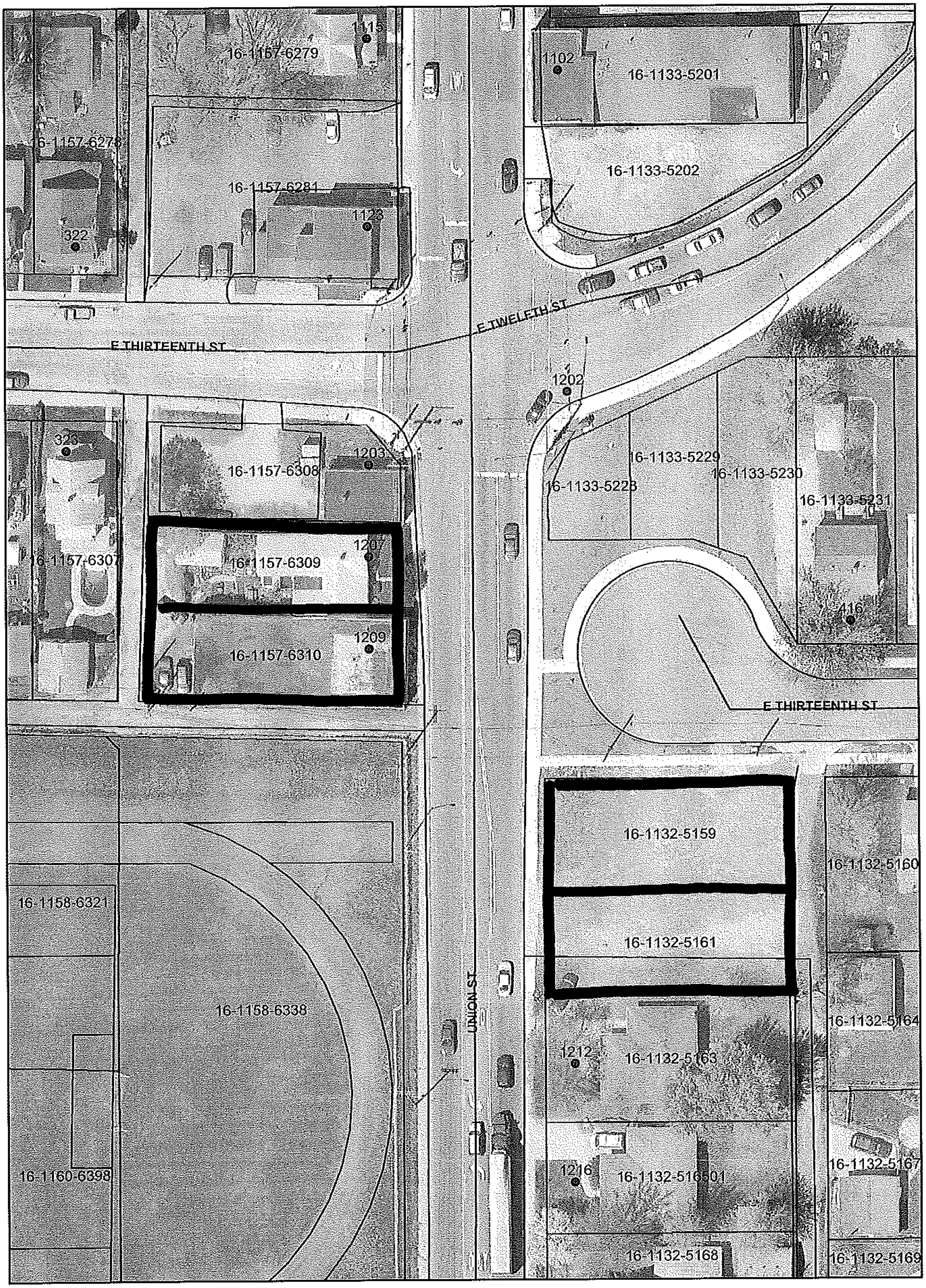
Presented by me to the Mayor of the City of Mishawaka, Indiana, on the ______ day of November, 2016, at the hour of _______ _____.m.

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

This Resolution approved and signed by me on the ____ day of November, 2016, at the hour of _________ ___.m.

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


16-1004-0178
16-1004-0180
S RACE ST
16-1012-0510
16-1012-0516
E FOURTH ST
301
219
221
223
225
227
16-1012-0518
16-1004-0204
16-1004-019201
16-1004-0193
16-1004-0192
16-1012-0519
16-1012-051801
BEALL CT
16-1012-051802
16-1004-0206
311
16-1004-0195
16-1004-0208
16-1004-0196
227
16-1012-0523
16-1004-0210
16-1004-0197
229
CASTLEMAN CT
331
16-1004-0198
16-1012-0525
16-1012-0526


1115
16-1157-6279
1102
16-1133-5201
16-1157-6278
16-1133-5202
16-1157-6281
1123
322
E TWELFTH ST
E THIRTEENTH ST
1202
323
1203
16-1157-6308
16-1133-5229
16-1133-5230
16-1133-5228
16-1133-5231
16-1157-6307
1207
16-1157-6309
1209
16-1157-6310
416
E THIRTEENTH ST
16-1132-5159
16-1132-5160
16-1158-6321
16-1132-5161
16-1158-6338
UNION ST
16-1132-5164
1212
16-1132-5163
16-1132-5167
1216
16-1132-516501
16-1160-6398
16-1132-5168
16-1132-5169

BUY AND SELL AGREEMENT

THIS AGREEMENT, made and entered into as of the 19th day of October, 2016 by and between Violet R. Bailey, hereinafter referred to as "Seller", and **CITY OF MISHAWAKA**, acting by and through its Redevelopment Commission, hereinafter referred to as "Buyer", All of St. Joseph County, State of Indiana,

WITNESSETH THAT:

The Seller promises and agrees to sell and convey to the Buyer, and the Buyer promises and agrees to purchase of and from the Seller, for the sum of *twelve thousand dollars* ($*12,000*), the property's located at 227 E. Fourth Street, City of Mishawaka, St. Joseph County, Indiana, more particularly described as follows:

64.7' E & W X 123' N & S NE Cor Lot 1 S Side 4th St St Joseph Iron Works
16/17 Cons w/016-1004-0194 Per Penn Assessors Req IC 6-1.1-5-16
Tax key number: 016-1004-0193

This purchase is contingent on the following:

1. Upon the Seller's approval of his agreement, the Buyer will order two appraisals of the properties. The average of the two property appraisals must meet or exceed the offer price, or this agreement shall be considered null and void, unless a reduction in price is jointly agreed upon by both the Buyer and Seller.

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

3. The Seller shall remove any items, material, or debris stored within the building and properly dispose of any chemicals or materials in accordance with applicable laws and restrictions.

MB

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

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

1. Buyer shall obtain, at Buyer's expense, a commitment for a $12,000 Owner's Policy of Title Insurance in which the title insurance company shall agree to insure merchantable title in the name of the Buyer after delivery of a Deed to Buyer from Seller. Any defects in title which tend to render the same un-merchantable shall be submitted by the Buyer to the Seller in writing and the Seller shall be given reasonable time to correct the same. If the Seller shall fail or refuse to cause such defects to be corrected, Buyer shall have the option of accepting title subject to defects, or of terminating this Agreement.

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

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

4. Pending the timely delivery of the aforementioned appraisals, this Transaction shall be closed on or about the 30th. day of November, 2016.

MB

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

6. Seller, at his option, shall have the right to limited salvage rights in the real estate. All such salvage rights are to be approved by the Buyer prior to Seller exercising his salvage rights. Salvage shall specifically not include anything that would structurally modify or impact the structure. As part of any salvage, the Seller shall be responsible for maintaining a secure structure not creating any openings that would freely allow birds, animals, or people to enter the building. The Seller shall have the time up to the closing of the transaction to complete any salvage work.

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

8. Seller acknowledges that because Federal Funds may be used by the Buyer in the purchase of the subject property that the sale on behalf of the Seller is voluntary. Seller further acknowledges that the Buyer will not use the power of eminent domain to acquire the property. Seller acknowledges that the estimate of the fair market value of the property to be $12,000. Seller further acknowledges that since the purchase is a voluntary, arm's length transaction, Seller would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation.

 MB

9. Seller shall pay any unpaid taxes and assessments for prior years. Taxes for the year 2016, payable in 2017, shall be prorated to the date of closing based upon the last official tax rate.

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

11. The seller shall assist with and provide any documentation relative to known environmental conditions on the property including but not limited to underground tanks and other existing conditions on the property of an environmental nature. This shall include any existing environmental reports such as a phase 1 or Phase 2 environmental study.

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

13. In addition to any other obligations assumed by Seller hereunder, Seller shall pay, for deed preparation, and one-half (1/2) of Metropolitan Title Company closing fees. Buyer shall pay the other one-half (1/2) of closing fees, plus the costs associated with recording the deed.

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

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

MB

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

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

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

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

BUYER

CITY OF MISHAWAKA, acting by and
Through its Redevelopment Commission
By:

Jim Pingel, President

Kris Ermeti, Secretary

SELLER

Mike Bailey, POA

Violet R. Bailey
Mike Bailey, Power of Attorney
for Violet R. Bailey
(Attached POA)

COPY

BUY AND SELL AGREEMENT

THIS AGREEMENT, made and entered into as of the 19th day of October, 2016 by and between Gina M. Nove, hereinafter referred to as "Seller", and **CITY OF MISHAWAKA**, acting by and through its Redevelopment Commission, hereinafter referred to as "Buyer", All of St. Joseph County, State of Indiana,

WITNESSETH THAT:

The Seller promises and agrees to sell and convey to the Buyer, and the Buyer promises and agrees to purchase of and from the Seller, for the sum of ***One Hundred and Seventy Five Thousand dollars ($175,000)***, for property's located at 1204, 1207, 1208, and 1209 Union Street, City of Mishawaka, St. Joseph County, Indiana, more particularly described as follows:

Lot 1 Towles 2nd Add - Tax key number: 016-1132-5159 (known as S.1204 Union St.)

Lot 2 Knonewitters - Tax key number: 016-1157-6309 (known as S.1207 Union St.)

Lot 2 Towles 2nd Add - Tax key number: 016-1132-5161 (known as S.1208 Union St.)

Lot 3 Knonewitters - Tax key number: 016-1157-6310 (known as S.1209 Union St.)

This purchase is contingent on the following:

1. Upon the Seller's approval of his agreement, the Buyer will order two appraisals of the properties. The average of the two property appraisals must meet or exceed the offer price, or this agreement shall be considered null and void, unless a reduction in price is jointly agreed upon by both the Buyer and Seller.

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

3. The Seller shall remove any items, material, or debris stored within the building and properly dispose of any chemicals or materials in accordance with applicable laws and restrictions.

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

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

1. Buyer shall obtain, at Buyer's expense, a commitment for a $175,000 Owner's Policy of Title Insurance in which the title insurance company shall agree to insure merchantable title in the name of the Buyer after delivery of a Deed to Buyer from Seller. Any defects in title which tend to render the same un-merchantable shall be submitted by the Buyer to the Seller in writing and the Seller shall be given reasonable time to correct the same. If the Seller shall fail or refuse to cause such defects to be corrected, Buyer shall have the option of accepting title subject to defects, or of terminating this Agreement.

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

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

4. Pending the timely delivery of the aforementioned appraisals, this Transaction shall be closed on or about the 15th. day of December, 2016.

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

6. Seller, at his option, shall have the right to limited salvage rights in the real estate. All such salvage rights are to be approved by the Buyer prior to Seller exercising his salvage rights. Salvage shall specifically not include anything that would structurally modify or impact the structure. As part of any salvage, the Seller shall be responsible for maintaining a secure structure not creating any openings that would freely allow birds, animals, or people to enter the building. The Seller shall have the time up to the closing of the transaction to complete any salvage work.

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

8. Seller acknowledges that because Federal Funds may be used by the Buyer in the purchase of the subject property that the sale on behalf of the Seller is voluntary. Seller further acknowledges that the Buyer will not use the power of eminent domain to acquire the property. Seller acknowledges that the estimate of the fair market value of the property to be $175,000. Seller further acknowledges that since the purchase is a voluntary, arm's length transaction, Seller would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation.

9. Seller shall pay any unpaid taxes and assessments for prior years. Taxes for the year 2016, payable in 2017, shall be prorated to the date of closing based upon the last official tax rate.

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

11. The seller shall assist with and provide any documentation relative to known environmental conditions on the property including but not limited to underground tanks and other existing conditions on the property of an environmental nature. This shall include any existing environmental reports such as a phase 1 or Phase 2 environmental study.

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

13. In addition to any other obligations assumed by Seller hereunder, Seller shall pay, for deed preparation, and one-half (1/2) of Metropolitan Title Company closing fees. Buyer shall pay the other one-half (1/2) of closing fees, plus the costs associated with recording the deed.

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

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

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

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

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

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

BUYER	SELLER
CITY OF MISHAWAKA, acting by and Through its Redevelopment Commission By:	GINA M. NOVE
Jim Pingel, President	Gina M. Nove
Kris Ermeti, Secretary	

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

DEPARTMENT OF FINANCE
Rebecca S. Miller, Controller
Misti D. Horvath, Deputy Controller

Date: November 2, 2016

To: Honorable Members of the Common Council

From: Rebecca Miller

Re: Indiana Bond Bank Fuel Hedging Program

At the next council meeting I am requesting approval of the resolution recommending the continued participation in the Motor Fuel Budgeting Program of the Indiana Bond Bank for the year 2017. If approved, 2017 will mark the ninth year of our participation.

This year, with the market dipping lower than the collar in the first quarter we have made payments totaling $10,454.41 YTD. The current market has allowed us to lower our budget from $1.1 million in 2016 to $800,000 in 2017. If the market does have a large uptick above the collar the IBB program will pay us, thus keeping our costs within budget.

Also attached is the Board of Public Works' resolution recommending our participation in the program

Please contact me with any questions.

c: Mayor Dave Wood

RECEIVED
DEBORAH S. BLOCK, MMC

NOV 03 2016

CITY CLERK
MISHAWAKA, IN

RESOLUTION NO. 2016-32

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, AUTHORIZING THE PARTICIPATION OF SAID CITY IN THE MOTOR FUEL BUDGETING PROGRAM OF THE INDIANA BOND BANK FOR THE 2017 BUDGET YEAR, THE EXECUTION OF THE QUALIFIED ENTITY REIMBURSEMENT AGREEMENT IN CONNECTION THEREWITH AND OTHER RELATED MATTERS

WHEREAS, the City of Mishawaka, Indiana (the "City") owns and operates a fleet of motor vehicles which motor vehicles are essential to the ability of the City to serve and provide municipal services to the inhabitants of the City, thereby ensuring the safety and well-being of said inhabitants; and

WHEREAS, the Common Council of the City (the "Council"), acting as the legislative body and fiscal body of the City, finds that the availability of motor vehicle fuel, which includes both gasoline and diesel motor fuel (collectively, "Motor Fuel"), is therefore critical to the City in providing such services; and

WHEREAS, the market-driven volatility of Motor Fuel presents a substantial risk to the Motor Fuel budget of the City, which may require the appropriation of additional funds for the purchase of Motor Fuel should prices increase beyond the amount of funds which have been appropriated for such purpose; and

WHEREAS, current market conditions limit the ability of the City to secure Motor Fuel with qualified suppliers of Motor Fuel in a manner which minimizes the adverse impacts of the volatile Motor Fuel market on the budget for the City; and

WHEREAS, the City has been advised by representatives of the Indiana Bond Bank (the "Bond Bank"), including Crowe Horwath LLP and Maverick Energy Consulting, that the Bond Bank has established and continued a motor fuel budgeting program (the "Program") pursuant to which "qualified entities", as defined in Indiana Code 5-1.5-1-8, may participate for the purpose of managing and mitigating the volatility of Motor Fuel prices in order to achieve budget stability; and

WHEREAS, the Council finds that the City participated in the Program for its budget years 2009 through 2016 and is eligible to participate in the Program for its 2017 budget year; and

WHEREAS, the City's Board of Public Works and Safety (the "Board") has considered the matter of the City's participation in the Program for the 2017 budget year and has adopted a resolution recommending to the Council that the City participate in the Program for the 2017 budget year; and

WHEREAS, the Council, having considered the information presented to it, including the recommendation of the Board, finds that (i) participation in the Program will allow the City to manage and mitigate the volatility of Motor Fuel prices in order to achieve stability in the City's Motor Fuel budget for the 2017 budget year, (ii) participation in the Program will enhance the City's ability to continue to operate its motor vehicle fleet in an economical manner to assure the continued provision of municipal services to the inhabitants of the City, and (iii) the City is authorized to participate in the Program pursuant to Indiana Code 5-1.5, 36-1-4 and 36-9-6; and

WHEREAS, the Bond Bank has caused to be prepared a Qualified Entity Reimbursement Agreement in connection with the Program, attached hereto as Exhibit A and incorporated herein by reference (the "Agreement"), for execution by and between the City and the Bond Bank; and

WHEREAS, the Bond Bank intends to enter into agreements substantially the same as the Agreement with other qualified entities in connection with the Program; and

WHEREAS, the Agreement has been reviewed by the Council, which has had an opportunity to obtain independent advice and counsel with respect thereto, and has also had the opportunity to review the Agreement with the Bond Bank and seek explanation of the provisions thereof from the Bond Bank; and

WHEREAS, the Agreement sets forth the obligations of the City with respect to its participation in the Program during the term of the Agreement; and

WHEREAS, based upon the foregoing, the Council finds and determines that the City should participate in the Program for the 2017 budget year, that the Agreement should be approved and that any other actions necessary to be taken to assure the City's participation in the Program for the 2017 budget year should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, AS FOLLOWS:

Section 1. The findings and determinations set forth in the preambles to this Resolution are hereby made findings and determinations of the City.

Section 2. The City is hereby authorized to enter into the Program with the Bond Bank for the purpose of managing and mitigating the volatility of Motor Fuel prices in order to achieve budget stability for the 2017 budget year.

Section 3. The Agreement, in the form attached hereto as Exhibit A, is hereby approved by the Council so that the City may participate in the Program. The Mayor of the City is hereby authorized and directed to execute and deliver, and the Controller of the City is hereby authorized and directed to attest, the Agreement, and to approve any such changes in form or substance thereto which are consistent with the terms of this Resolution, such changes to be conclusively evidenced by its execution. The Mayor, Clerk and Controller of the City, and any officer of the Board, are hereby further authorized and directed to take such other actions or deliver such other certificates as are necessary or desirable in connection with the City's participation in the Program and the other documents needed for the City's participation in the Program as they deem necessary or desirable in connection therewith.

Section 4. The obligations of the City under the Agreement shall be payable from and shall not exceed the amount appropriated by the City for Motor Fuel for the 2017 budget year. The Controller is hereby authorized and directed to make any payments necessary to the Bond Bank pursuant to the terms of the Agreement from funds budgeted by the City for Motor Fuel for the 2017 budget year.

Section 5. All resolutions and parts of resolutions in conflict herewith are hereby repealed.

Section 6. This Resolution shall be in full force and effect upon its passage by the Council and approval by the Mayor of the City as required by law.

Passed this _____ day of ____________________, 2016.

COMMON COUNCIL, CITY OF
MISHAWAKA, INDIANA

____
Presiding Officer

Attest:

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

Presented by me to the Mayor of the City of Mishawaka, Indiana, on the _____ day of ____________________, 2016 at the hour of _____:_____ m.

____
Deborah S. Block, IAMC, MMC, Clerk

This resolution approved and signed by me, the Mayor of the City of Mishawaka, Indiana, on the _____ day of ____________________, 2016 at the hour of _____:_____m.

____
David A. Wood, Mayor

EXHIBIT A

Form of Qualified Entity Reimbursement Agreement

QUALIFIED ENTITY REIMBURSEMENT AGREEMENT

This QUALIFIED ENTITY REIMBURSEMENT AGREEMENT, dated as of the 1st day of December, 2016 (this "Agreement"), between the INDIANA BOND BANK, a body corporate and politic ("Bond Bank"), created and existing pursuant to the provisions of Indiana Code 5-1.5, as amended (the "Act"), having its principal place of business in the City of Indianapolis, Indiana, and CITY OF MISHAWAKA, INDIANA, a political subdivision of the State of Indiana ("Qualified Entity");

WITNESSETH:

WHEREAS, pursuant to the Act, the Board of Directors of the Bond Bank has adopted a resolution (the "Bond Bank Resolution") establishing a motor fuel budgeting program (the "Fuel Budgeting Program, Series 2017 A") and authorizing the Bond Bank (i) to enter into certain transactions with the Qualified Entity for the purpose of hedging the price associated with the purchase of gasoline and/or diesel motor fuel (such gasoline and diesel motor fuel hereinafter referred to as "Motor Fuel") for use by the Qualified Entity, and (ii) to enter into one or more commodity index swap agreements with one or more commodity index swap counterparties that will allow the Qualified Entity to manage and mitigate the volatility of Motor Fuel prices in order to achieve budget stability for such Qualified Entity; and

WHEREAS, pursuant to Resolution No. ________, adopted on ____________, 2016 (the "Qualified Entity Resolution") by the Common Council for the City of Mishawaka, Indiana, acting as the fiscal body for the Qualified Entity, the Qualified Entity is authorized to enter into this Agreement for the purpose of allowing the Bond Bank to (i) solicit and select creditworthy swap counterparties, (ii) negotiate and manage one or more commodity index swap agreements, and (iii) to fund all or a portion of the costs and expenses associated with any such swap agreements and the Fuel Budgeting Program, Series 2017 A, in accordance with this Agreement; and

WHEREAS, pursuant to Resolution No. ________, adopted on ____________, 2016 by the Board of Public Works and Safety for the City of Mishawaka, Indiana, acting pursuant to Indiana Code 36-9-6, as amended, as the purchasing agent for the Qualified Entity with respect to Motor Fuel, the Qualified Entity is authorized to pay to the Bond Bank all or a portion of the funds budgeted for Motor Fuel by the Qualified Entity for the purpose of (i) reimbursing the Bond Bank for amounts advanced by the Bond Bank from the Reserve Account (as defined in the Bond Bank Resolution) necessary to make payments due by the Bond Bank, if any, with respect to a commodity index swap agreement, and (ii) to pay any and all expenses associated with or incurred by the Bond Bank in connection with the Fuel Budgeting Program, Series 2017 A, allocable to the Qualified Entity; and

WHEREAS, pursuant to the Bond Bank Resolution and in reliance, in part, on the adoption of the Qualified Entity Resolution and the execution and delivery of this Agreement by the Qualified Entity, the Bond Bank has entered into a commodity index swap agreement in the form of the Master Agreement, including the Schedule thereto and the Credit Support Annex thereto, each dated as of December 19, 2013 (collectively, the "ISDA Agreement"), and the Confirmations entered into thereunder each dated December __, 2016 (the "Confirmations" and, together with the ISDA Agreement, the "Swap Agreement"), with Bank of Montreal (the "Swap Counterparty");

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein THE BOND BANK AND THE QUALIFIED ENTITY AGREE AS FOLLOWS:

1. Representations and Warranties.

(a) The Qualified Entity makes the following representations and warranties to the Bond Bank:

(i) The Qualified Entity has been duly organized and is validly existing under and pursuant to State law.

(ii) Under State law: (A) the Qualified Entity has full legal right, power and authority (I) to enter into, execute, deliver and perform its obligations under this Agreement, (II) to adopt and perform its obligations under the Qualified Entity Resolution and (III) to carry out and consummate the transactions contemplated by this Agreement and the Qualified Entity Resolution; and (B) the Qualified Entity has complied with and will be in compliance in all respects with the terms of State law in connection with the adoption of the Qualified Entity Resolution and the entering into of this Agreement.

(iii) By all necessary official action, the Qualified Entity has duly approved and adopted the Qualified Entity Resolution, authorized the execution and delivery of this Agreement. This Agreement, when executed and delivered by the parties hereto and the consideration therefor is received by the Qualified Entity, will constitute the legal, valid and binding obligation of the Qualified Entity, enforceable in accordance with its terms, except that its enforceability may be limited by laws relating to bankruptcy, reorganization or other similar laws affecting the rights of creditors, by the exercise of judicial discretion in accordance with general principles of equity and by matters of public policy.

(iv) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Qualified Entity under: (A) any law, regulation, order or decree to which the Qualified Entity is subject; or (B) any agreement or instrument to which the Qualified Entity is a party or by which the Qualified Entity is bound (other than this).

(v) The Qualified Entity is a "qualified entity," within the meaning of Indiana Code 5-1.5-1-8, as amended.

(vi) The Qualified Entity is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United States, or any applicable judgment or decree of any court, regulatory body or other public body or any loan agreement, indenture, bond, note, resolution, agreement or other instrument (collectively, "Laws and Agreements") to which the Qualified Entity is a party or to which the Qualified Entity or any of its property or assets is otherwise subject, and no event has occurred and is continuing, which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument. The execution and delivery of this Agreement and the Qualified Entity's compliance with the provisions hereof will not conflict with or constitute a breach of or default under any Laws and Agreements.

(vii) The Qualified Entity will take such action as may be reasonably requested to facilitate the timely consummation of the transactions contemplated by this Agreement.

(viii) The Qualified Entity hereby covenants that it has taken all proceedings required by law to enable it to appropriate and transfer funds to the Bond Bank as provided in Section 2 hereof.

(ix) Except as disclosed in writing to the Bond Bank, there is no action, suit, proceeding, inquiry or investigation of any nature at law or in equity, before or by any court, governmental agency, public board or body pending or, to the knowledge of the Qualified Entity, threatened, seeking to restrain or enjoin the performance of any of the covenants contained in this Agreement or in any way questioning or affecting (A) the transactions contemplated by this Agreement, (B) the right or authority of the Qualified Entity to carry out the terms and provisions of this Agreement, or (C) the power of the Qualified Entity to perform its obligations under this Agreement. Neither the existence of the Qualified Entity nor the right of the officials of the Qualified Entity to their offices nor the titles of the officers of the Qualified Entity to their respective offices are being contested, and no authority or proceeding in connection with or relating to the execution and delivery of this Agreement has been repealed, revoked or rescinded.

(x) The Qualified Entity hereby covenants that it has duly, regularly and properly adopted or will adopt a budget for 2017 setting forth estimated revenues to be received and estimated expenditures for the fiscal year, including funds appropriated for the purchase of Motor Fuel to be used by the Qualified Entity; has complied with or will comply with all statutory and regulatory requirements with respect to the adoption of such budget; and will levy *ad valorem* property taxes in accordance with all statutory and regulatory requirements.

(b) The Bond Bank makes the following representations and warranties:

(i) The Bond Bank is a separate body corporate and politic, constituting an instrumentality of the State, and duly organized and validly existing as such under the Act.

(ii) The Bond Bank has all necessary power and authority under the Act to enter into this Agreement and to consummate the transactions contemplated hereby and by proper corporate action has duly authorized the execution and delivery of this Agreement.

(iii) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or result in a breach of, and do not and will not constitute a default under, or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Bond Bank under: (A) any law, regulation, order or decree to which the Bond Bank is subject; or (B) any agreement or instrument to which the Bond Bank is a party or by which the Bond Bank is bound.

2. Execution of Swap Agreement; Advancements; Reimbursement by Qualified Entity.

(a) The Bond Bank hereby agrees to enter into the Swap Agreement with the Swap Counterparty for the purpose of hedging the price associated with the purchase of Motor Fuel for use by the Qualified Entity, and to advance payments owed by the Bond Bank to the Swap Counterparty, if any, with respect to the Swap Agreement from the Reserve Account.

(b) Subject to Section 9, the Qualified Entity hereby agrees to appropriate and pay funds to the Bond Bank: (i) to reimburse the Bond Bank for amounts advanced by the Bond Bank from the Reserve Account necessary to make payments due by the Bond Bank to the Swap Counterparty, if any, with respect to the Swap Agreement, which are allocable to the Qualified Entity; (ii) to pay any and all expenses associated with or incurred by Bond Bank in connection with the Fuel Budgeting Program, Series 2017 A, allocable to the Qualified Entity, including, but not limited to, the Swap Agreement, other agreements contemplated under this Agreement, and future agreements, amendments to this Agreement or the agreements contemplated herein, or transactions made pursuant to and consistent with this Agreement; and (iii) paying any other transaction or related costs contemplated hereunder, which are allocable to the Qualified Entity.

(c) Within five (5) business days following a Scheduled Payment Date (as defined in the Swap Agreement), the Bond Bank or its agent shall: (i) confirm and calculate any amounts owed under the Swap Agreement pursuant to this Agreement (A) by the Qualified Entity to the Bond Bank or (B) to the Qualified Entity by the Bond Bank; and (ii) prepare and send any bills or payments to the Qualified Entity for such purpose. In the event the Bond Bank receives payments from the Swap Counterparty on a Scheduled Payment Date, the Bond Bank shall be entitled to retain any interest earned on such payments to cover administrative expenses of the Fuel Budgeting Program, Series 2017 A, prior to disbursing such funds to the Qualified Entity as provided herein.

(d) Any payments to be sent to the Qualified Entity shall be wired in immediately available funds to the account of the City identified below:

Lake City Bank
ABA # 074903719
Attention: Rebecca Miller – Fuel Hedging
Account # 1011597322

(e) Upon receipt of a bill stating the amounts owed by the Qualified Entity under this Agreement, the Qualified Entity hereby agrees to pay to the Bond Bank or its agent any amounts due as stated in the bill within fifteen (15) business days following the receipt of such bill. In the event the Bond Bank does not receive payment from the Qualified Entity within fifteen (15) business days following the Qualified Entity's receipt of a bill stating the amounts due, the amount due shall accrue interest from the due date at a rate of eight percent (8.00%) per annum until payment is received by the Bond Bank. In the event that payment is received, such payment shall be used in the following order of priority: (i) to pay any accrued interest; and then (ii) to pay the principal of any amounts owed.

(f) The Qualified Entity agrees that the portion of the Swap Agreement allocated to the Qualified Entity, for which the Qualified Entity will be responsible pursuant to this Agreement, is set forth in Exhibit A attached hereto, commencing on the effective date of the Swap Agreement, as set forth in the Confirmation, and ending on December 31, 2017. The Qualified Entity approves the ISDA Agreement, attached as Exhibit B hereto. The Qualified Entity authorizes the Bond Bank to enter into the Confirmation on or after the date of the execution of this Agreement, so long as: (i) the Confirmation includes both (A) the sale of a floor (put) and (B) the purchase of a cap (call), the combination of which is commonly referred to as a "costless collar"; and (ii) (A) the floor price is no higher than $____, with respect to gasoline, and $____, with respect to diesel, and (B) the cap price is no higher than $____, with respect to gasoline, and $____, with respect to diesel. Upon the execution and delivery of the Confirmation by the Bond Bank and the Swap Counterparty, the Confirmation shall be attached to the ISDA Agreement, as part of the Swap Agreement, which is attached as Exhibit B hereto. The Bond Bank and the Qualified Entity agree that any amounts due by the Qualified Entity under the Swap Agreement pursuant to this Agreement will not exceed the current amount appropriated for Motor Fuel for use by the Qualified Entity.

(g) The terms and conditions for disbursement from the Reserve Account to the Swap Counterparty shall be set forth in the Swap Agreement, attached as Exhibit B hereto, and otherwise as may be entered into by the Bond Bank from time to time pursuant hereto.

(h) For the purposes provided in this Section, the Bond Bank's agent shall be The Bank of New York Mellon Trust Company, N.A., until the Bond Bank provides the Qualified Entity notice otherwise.

3. Withholding of Funds Owed to the Qualified Entity. In the event the Qualified Entity fails to remit payment to the Bond Bank within thirty (30) days after payment is due as provided in Section 2(e) hereof, the Bond Bank shall be entitled to exercise the following rights:

(a) If the Qualified Entity would otherwise be entitled to an allocable portion of amounts owed by the Swap Counterparty under the Swap Agreement pursuant to this Agreement, the Bond Bank shall be entitled to retain and apply such amounts against amounts owed by the Qualified Entity. Any amounts retained under this Section shall be used in the following order of priority: (i) to pay any accrued interest on amounts owed; then (ii) to pay the principal of any amounts owed.

(b) Pursuant to Indiana Code 5-1.5-8-5, to the extent that any department or agency of the State, including the treasurer of state, is the custodian of money payable to the Qualified Entity (other than for goods or services provided by the Qualified Entity), the Bond Bank may provide written notice to the department or agency head that the Qualified Entity is in default on the payment of any amounts owed arising from this Agreement, and the department or agency shall withhold the payment of that money from that Qualified Entity and pay over the money to the Bond Bank for the purpose of paying any amounts owed to the Swap Counterparty pursuant to the Swap Agreement entered into by the Bond Bank on behalf of the Qualified Entity. Any amounts obtained under this Section shall be used in the following order of priority: (i) to pay any accrued interest on amounts owed; then (ii) to pay the principal of any amounts owed.

4. Term of Agreement; Renewal. The term of this Agreement shall commence on January 1, 2017, and, subject to Section 5 hereof, shall remain in full force and effect up to and including December 31, 2017. This Agreement may be extended beyond December 31, 2017, only if and when duly authorized and approved by the Qualified Entity and the Bond Bank, in writing, with the amended terms set forth therein.

5. Termination.

(a) In the event this Agreement is not extended beyond December 31, 2017, and any amount then remains owed and unpaid by one party to the other under this Agreement, this Agreement shall remain in full force and effect until all such amounts have been paid.

(b) In the event the Qualified Entity fails to remit payment to the Bond Bank within thirty (30) days after payment is due as provided in Section 2(e) hereof, the Bond Bank shall be entitled to terminate this agreement in its sole discretion. If the Bond Bank exercises its right to terminate this Agreement, the Bond Bank shall immediately terminate the notional amount of Motor Fuel allocable to the Qualified Entity in the Swap Agreement.

(i) If any termination payment is owed by the Bond Bank to the Swap Counterparty in connection with the termination of the Swap Agreement pursuant to this Section, such amounts shall be immediately due by the Qualified Entity and shall accrue interest at the rate of eight percent (8.00%) per annum from the date of such termination until paid. The Bond Bank shall send the Qualified Entity written notice of the termination payment stating that such termination payment: (A) is due within ten (10) business days following receipt of such notice; (B) shall accrue interest at the rate of eight percent (8.00%) per annum from the date of such termination until repaid; and (C) is in addition to any other amounts owed to the Bond Bank by the Qualified Entity pursuant to this Agreement.

(ii) If any termination payment is received by the Bond Bank from the Swap Counterparty in connection with the termination of the Swap Agreement pursuant to this Section, the Bond Bank shall be entitled to retain and apply such amounts against amounts owed by the Qualified Entity. Any amounts retained under this Section shall be used in the following order of priority: (A) to pay any accrued interest on amounts owed; then (B) to pay the principal of any amounts owed. In the event that there are excess moneys after making the payment of interest and principal amounts due, the Bond Bank shall be entitled to retain all such excess moneys.

6. Verification of Qualified Entity Budget. Simultaneously with the execution of this Agreement, the Qualified Entity shall furnish to the Bond Bank any documentation as requested by the Bond Bank, as to, among other things, the funding and maintenance amounts budgeted for the purchase of Motor Fuel to be used by the Qualified Entity.

7. Pledge and Assignment of Payments. The Qualified Entity and the Bond Bank agree that this Agreement and any payments to be made hereunder may be pledged or assigned by the Bond Bank.

8. Annual Financial Information and Reports. The Qualified Entity agrees to furnish to the Bond Bank, so long as this Agreement or the Swap Agreement entered into by the Bond Bank on behalf of the Qualified Entity pursuant to this Agreement remains in effect, annual financial reports, audit reports and such other financial information as is reasonably requested by the Bond Bank.

9. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

10. Indemnification. To the extent permitted by law, the Qualified Entity releases the Bond Bank from, agrees that the Bond Bank shall not be liable for, and to the extent permitted by law agrees to indemnify and hold the Bond Bank harmless from, any liability for, or expense resulting from (including, but not limited to, reasonable attorneys' fees and expenses), or any loss or damage that may be occasioned by, any cause whatsoever pertaining to the execution and delivery of the Swap Agreement entered into by the Bond Bank on behalf of the Qualified Entity, or the actions taken or to be taken by the Bond Bank under this Agreement, except for the willful misconduct of the Bond Bank or the Trustee.

11. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Bond Bank and the Qualified Entity each agree that they will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Agreement.

12. Waiver. No waiver by either the Bond Bank or the Qualified Entity of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

13. Entire Agreement. This Agreement, together with the Qualified Entity Resolution, merges and supersedes all prior negotiations, representations and agreements between the Bond Bank and the Qualified Entity relating to the subject matter hereof and constitutes the entire agreement between the Bond Bank and the Qualified Entity in respect hereof and thereof.

14. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the Bond Bank and the Qualified Entity have caused this Agreement to be executed in their respective names, by their duly authorized officers, under the authority of resolutions adopted by each prior to the date hereof, all as of the day and year first above written.

INDIANA BOND BANK

By: ______________________________
Kelly M. Mitchell, Chairperson Ex Officio

Attest:

____
Ronald L. Mangus, Executive Director

CITY OF MISHAWAKA, INDIANA

By: ______________________________
David A. Wood, Mayor

Attest:

____
Rebecca Miller, Controller

EXHIBIT A

PORTION OF THE SWAP AGREEMENT ALLOCATED TO THE QUALIFIED ENTITY

(City of Mishawaka)

Month	Gasoline (in gallons)	Diesel (in gallons)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		
TOTAL:		

EXHIBIT B

SWAP AGREEMENT

RESOLUTION NO. 2016-06

A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MISHAWAKA, INDIANA, RECOMMENDING THE PARTICIPATION OF SAID CITY IN THE MOTOR FUEL BUDGETING PROGRAM OF THE INDIANA BOND BANK FOR THE 2017 BUDGET YEAR, THE EXECUTION OF THE QUALIFIED ENTITY REIMBURSEMENT AGREEMENT IN CONNECTION THEREWITH AND OTHER RELATED MATTERS

WHEREAS, the Board of Public Works and Safety (the "Board") of the City of Mishawaka, Indiana (the "City"), is the governing body; and

WHEREAS, the City owns and operates a fleet of motor vehicles which motor vehicles are essential to the ability of the City to serve and provide municipal services to the inhabitants of the City, thereby ensuring the safety and well-being of said inhabitants; and

WHEREAS, the Board finds that the availability of motor vehicle fuel, which includes both gasoline and diesel motor fuel (collectively, "Motor Fuel"), is therefore critical to the City in providing such services; and

WHEREAS, the market-driven volatility of Motor Fuel presents a substantial risk to the Motor Fuel budget of the City, which may require the appropriation of additional funds for the purchase of Motor Fuel should prices increase beyond the amount of funds which have been appropriated for such purpose; and

WHEREAS, current market conditions limit the ability of the City to secure Motor Fuel with qualified suppliers of Motor Fuel in a manner which minimizes the adverse impacts of the volatile Motor Fuel market on the budget for the City; and

WHEREAS, the Board has been advised by representatives of the Indiana Bond Bank (the "Bond Bank"), including Crowe Horwath LLP and Maverick Energy Consulting, that the Bond Bank has established and continued a motor fuel budgeting program (the "Program") pursuant to which "qualified entities", as defined in Indiana Code 5-1.5-1-8, may participate for the purpose of managing and mitigating the volatility of Motor Fuel prices in order to achieve budget stability; and

WHEREAS, the Board finds that the City participated in the Program for its budget years 2009 through 2016 and is eligible to participate in the Program for its 2017 budget year; and

WHEREAS, the Board, having considered the information presented to it, finds that (i) participation in the Program will allow the City to manage and mitigate the volatility of Motor Fuel prices in order to achieve stability in the City's Motor Fuel budget for the 2017 budget year, (ii) participation in the Program will enhance the City's ability to continue to operate its motor vehicle fleet in an economical manner to assure the continued provision of municipal services to the inhabitants of the City, and (iii) the City is authorized to participate in the Program pursuant to Indiana Code 5-1.5, 36-1-4 and 36-9-6; and

WHEREAS, the Bond Bank has caused to be prepared a Qualified Entity Reimbursement Agreement in connection with the Program, attached hereto as Exhibit A and incorporated herein by reference (the "Agreement"), for execution by and between the City and the Bond Bank; and

WHEREAS, the Bond Bank intends to enter into agreements substantially the same as the Agreement with other qualified entities in connection with the Program; and

WHEREAS, the Agreement has been reviewed by the Board, which has had an opportunity to obtain independent advice and counsel with respect thereto, and has also had the opportunity to review the Agreement with the Bond Bank and seek explanation of the provisions thereof from the Bond Bank; and

WHEREAS, the Agreement sets forth the obligations of the City with respect to its participation in the Program during the term of the Agreement; and

WHEREAS, based upon the foregoing, the Board recommends to the Common Council of the City (the "Council") that the City should participate in the Program for the 2017 budget year, that the Agreement should be approved and that any other actions necessary to be taken to assure the City's participation in the Program for the 2017 budget year should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MISHAWAKA, INDIANA, AS FOLLOWS:

Section 1. The findings and determinations set forth in the preambles to this Resolution are hereby made findings and determinations of the Board of Public Works and Safety of the City.

Section 2. The Board hereby recommends to the Council that it authorize the City to enter into the Program with the Bond Bank for the purpose of managing and mitigating the volatility of Motor Fuel prices in order to achieve budget stability for the 2017 budget year.

Section 3. The Board hereby recommends to the Council that it approve the Agreement, in the form attached hereto as Exhibit A, so that the City may participate in the Program. The Board further recommends to the Council that it authorize the Mayor, Clerk and Controller of the City, and any officer of the Board, to take such actions or deliver such certificates as are necessary or desirable in connection with the City's participation in the Program and the other documents needed for the City's participation in the Program as they deem necessary or desirable in connection therewith, including execution and delivery of the Agreement.

Section 4. All resolutions and parts of resolutions in conflict herewith are hereby repealed. The Clerk of the Board is hereby directed to deliver this Resolution to the Council.

Section 5. This Resolution shall be in full force and effect upon its adoption.

Adopted this 1st day of November, 2016.

BOARD OF PUBLIC WORKS AND SAFETY,
CITY OF MISHAWAKA, INDIANA

Gary S. West
President

Vice-President

Member

Attest:

Kari Myers
Clerk of the Board

3089561v1

EXHIBIT A

Form of Qualified Entity Reimbursement Agreement

QUALIFIED ENTITY REIMBURSEMENT AGREEMENT

This QUALIFIED ENTITY REIMBURSEMENT AGREEMENT, dated as of the 1st day of December, 2016 (this "Agreement"), between the INDIANA BOND BANK, a body corporate and politic ("Bond Bank"), created and existing pursuant to the provisions of Indiana Code 5-1.5, as amended (the "Act"), having its principal place of business in the City of Indianapolis, Indiana, and CITY OF MISHAWAKA, INDIANA, a political subdivision of the State of Indiana ("Qualified Entity");

WITNESSETH:

WHEREAS, pursuant to the Act, the Board of Directors of the Bond Bank has adopted a resolution (the "Bond Bank Resolution") establishing a motor fuel budgeting program (the "Fuel Budgeting Program, Series 2017 A") and authorizing the Bond Bank (i) to enter into certain transactions with the Qualified Entity for the purpose of hedging the price associated with the purchase of gasoline and/or diesel motor fuel (such gasoline and diesel motor fuel hereinafter referred to as "Motor Fuel") for use by the Qualified Entity, and (ii) to enter into one or more commodity index swap agreements with one or more commodity index swap counterparties that will allow the Qualified Entity to manage and mitigate the volatility of Motor Fuel prices in order to achieve budget stability for such Qualified Entity; and

WHEREAS, pursuant to Resolution No. ________, adopted on ____________, 2016 (the "Qualified Entity Resolution") by the Common Council for the City of Mishawaka, Indiana, acting as the fiscal body for the Qualified Entity, the Qualified Entity is authorized to enter into this Agreement for the purpose of allowing the Bond Bank to (i) solicit and select creditworthy swap counterparties, (ii) negotiate and manage one or more commodity index swap agreements, and (iii) to fund all or a portion of the costs and expenses associated with any such swap agreements and the Fuel Budgeting Program, Series 2017 A, in accordance with this Agreement; and

WHEREAS, pursuant to Resolution No. ________, adopted on ____________, 2016 by the Board of Public Works and Safety for the City of Mishawaka, Indiana, acting pursuant to Indiana Code 36-9-6, as amended, as the purchasing agent for the Qualified Entity with respect to Motor Fuel, the Qualified Entity is authorized to pay to the Bond Bank all or a portion of the funds budgeted for Motor Fuel by the Qualified Entity for the purpose of (i) reimbursing the Bond Bank for amounts advanced by the Bond Bank from the Reserve Account (as defined in the Bond Bank Resolution) necessary to make payments due by the Bond Bank, if any, with respect to a commodity index swap agreement, and (ii) to pay any and all expenses associated with or incurred by the Bond Bank in connection with the Fuel Budgeting Program, Series 2017 A, allocable to the Qualified Entity; and

WHEREAS, pursuant to the Bond Bank Resolution and in reliance, in part, on the adoption of the Qualified Entity Resolution and the execution and delivery of this Agreement by the Qualified Entity, the Bond Bank has entered into a commodity index swap agreement in the form of the Master Agreement, including the Schedule thereto and the Credit Support Annex thereto, each dated as of December 19, 2013 (collectively, the "ISDA Agreement"), and the Confirmations entered into thereunder each dated December __, 2016 (the "Confirmations" and, together with the ISDA Agreement, the "Swap Agreement"), with Bank of Montreal (the "Swap Counterparty");

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein THE BOND BANK AND THE QUALIFIED ENTITY AGREE AS FOLLOWS:

1. Representations and Warranties.

(a) The Qualified Entity makes the following representations and warranties to the Bond Bank:

(i) The Qualified Entity has been duly organized and is validly existing under and pursuant to State law.

(ii) Under State law: (A) the Qualified Entity has full legal right, power and authority (I) to enter into, execute, deliver and perform its obligations under this Agreement, (II) to adopt and perform its obligations under the Qualified Entity Resolution and (III) to carry out and consummate the transactions contemplated by this Agreement and the Qualified Entity Resolution; and (B) the Qualified Entity has complied with and will be in compliance in all respects with the terms of State law in connection with the adoption of the Qualified Entity Resolution and the entering into of this Agreement.

(iii) By all necessary official action, the Qualified Entity has duly approved and adopted the Qualified Entity Resolution, authorized the execution and delivery of this Agreement. This Agreement, when executed and delivered by the parties hereto and the consideration therefor is received by the Qualified Entity, will constitute the legal, valid and binding obligation of the Qualified Entity, enforceable in accordance with its terms, except that its enforceability may be limited by laws relating to bankruptcy, reorganization or other similar laws affecting the rights of creditors, by the exercise of judicial discretion in accordance with general principles of equity and by matters of public policy.

(iv) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Qualified Entity under: (A) any law, regulation, order or decree to which the Qualified Entity is subject; or (B) any agreement or instrument to which the Qualified Entity is a party or by which the Qualified Entity is bound (other than this).

(v) The Qualified Entity is a "qualified entity," within the meaning of Indiana Code 5-1.5-1-8, as amended.

(vi) The Qualified Entity is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United States, or any applicable judgment or decree of any court, regulatory body or other public body or any loan agreement, indenture, bond, note, resolution, agreement or other instrument (collectively, "Laws and Agreements") to which the Qualified Entity is a party or to which the Qualified Entity or any of its property or assets is otherwise subject, and no event has occurred and is continuing, which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument. The execution and delivery of this Agreement and the Qualified Entity's compliance with the provisions hereof will not conflict with or constitute a breach of or default under any Laws and Agreements.

(vii) The Qualified Entity will take such action as may be reasonably requested to facilitate the timely consummation of the transactions contemplated by this Agreement.

(viii) The Qualified Entity hereby covenants that it has taken all proceedings required by law to enable it to appropriate and transfer funds to the Bond Bank as provided in Section 2 hereof.

(ix) Except as disclosed in writing to the Bond Bank, there is no action, suit, proceeding, inquiry or investigation of any nature at law or in equity, before or by any court, governmental agency, public board or body pending or, to the knowledge of the Qualified Entity, threatened, seeking to restrain or enjoin the performance of any of the covenants contained in this Agreement or in any way questioning or affecting (A) the transactions contemplated by this Agreement, (B) the right or authority of the Qualified Entity to carry out the terms and provisions of this Agreement, or (C) the power of the Qualified Entity to perform its obligations under this Agreement. Neither the existence of the Qualified Entity nor the right of the officials of the Qualified Entity to their offices nor the titles of the officers of the Qualified Entity to their respective offices are being contested, and no authority or proceeding in connection with or relating to the execution and delivery of this Agreement has been repealed, revoked or rescinded.

(x) The Qualified Entity hereby covenants that it has duly, regularly and properly adopted or will adopt a budget for 2017 setting forth estimated revenues to be received and estimated expenditures for the fiscal year, including funds appropriated for the purchase of Motor Fuel to be used by the Qualified Entity; has complied with or will comply with all statutory and regulatory requirements with respect to the adoption of such budget; and will levy *ad valorem* property taxes in accordance with all statutory and regulatory requirements.

(b) The Bond Bank makes the following representations and warranties:

(i) The Bond Bank is a separate body corporate and politic, constituting an instrumentality of the State, and duly organized and validly existing as such under the Act.

(ii) The Bond Bank has all necessary power and authority under the Act to enter into this Agreement and to consummate the transactions contemplated hereby and by proper corporate action has duly authorized the execution and delivery of this Agreement.

(iii) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or result in a breach of, and do not and will not constitute a default under, or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Bond Bank under: (A) any law, regulation, order or decree to which the Bond Bank is subject; or (B) any agreement or instrument to which the Bond Bank is a party or by which the Bond Bank is bound.

2. Execution of Swap Agreement; Advancements; Reimbursement by Qualified Entity.

(a) The Bond Bank hereby agrees to enter into the Swap Agreement with the Swap Counterparty for the purpose of hedging the price associated with the purchase of Motor Fuel for use by the Qualified Entity, and to advance payments owed by the Bond Bank to the Swap Counterparty, if any, with respect to the Swap Agreement from the Reserve Account.

(b) Subject to Section 9, the Qualified Entity hereby agrees to appropriate and pay funds to the Bond Bank: (i) to reimburse the Bond Bank for amounts advanced by the Bond Bank from the Reserve Account necessary to make payments due by the Bond Bank to the Swap Counterparty, if any, with respect to the Swap Agreement, which are allocable to the Qualified Entity; (ii) to pay any and all expenses associated with or incurred by Bond Bank in connection with the Fuel Budgeting Program, Series 2017 A, allocable to the Qualified Entity, including, but not limited to, the Swap Agreement, other agreements contemplated under this Agreement, and future agreements, amendments to this Agreement or the agreements contemplated herein, or transactions made pursuant to and consistent with this Agreement; and (iii) paying any other transaction or related costs contemplated hereunder, which are allocable to the Qualified Entity.

(c) Within five (5) business days following a Scheduled Payment Date (as defined in the Swap Agreement), the Bond Bank or its agent shall: (i) confirm and calculate any amounts owed under the Swap Agreement pursuant to this Agreement (A) by the Qualified Entity to the Bond Bank or (B) to the Qualified Entity by the Bond Bank; and (ii) prepare and send any bills or payments to the Qualified Entity for such purpose. In the event the Bond Bank receives payments from the Swap Counterparty on a Scheduled Payment Date, the Bond Bank shall be entitled to retain any interest earned on such payments to cover administrative expenses of the Fuel Budgeting Program, Series 2017 A, prior to disbursing such funds to the Qualified Entity as provided herein.

(d) Any payments to be sent to the Qualified Entity shall be wired in immediately available funds to the account of the City identified below:

Lake City Bank
ABA # 074903719
Attention: Rebecca Miller – Fuel Hedging
Account # 1011597322

(e) Upon receipt of a bill stating the amounts owed by the Qualified Entity under this Agreement, the Qualified Entity hereby agrees to pay to the Bond Bank or its agent any amounts due as stated in the bill within fifteen (15) business days following the receipt of such bill. In the event the Bond Bank does not receive payment from the Qualified Entity within fifteen (15) business days following the Qualified Entity's receipt of a bill stating the amounts due, the amount due shall accrue interest from the due date at a rate of eight percent (8.00%) per annum until payment is received by the Bond Bank. In the event that payment is received, such payment shall be used in the following order of priority: (i) to pay any accrued interest; and then (ii) to pay the principal of any amounts owed.

(f) The Qualified Entity agrees that the portion of the Swap Agreement allocated to the Qualified Entity, for which the Qualified Entity will be responsible pursuant to this Agreement, is set forth in Exhibit A attached hereto, commencing on the effective date of the Swap Agreement, as set forth in the Confirmation, and ending on December 31, 2017. The Qualified Entity approves the ISDA Agreement, attached as Exhibit B hereto. The Qualified Entity authorizes the Bond Bank to enter into the Confirmation on or after the date of the execution of this Agreement, so long as: (i) the Confirmation includes both (A) the sale of a floor (put) and (B) the purchase of a cap (call), the combination of which is commonly referred to as a "costless collar"; and (ii) (A) the floor price is no higher than $____, with respect to gasoline, and $____, with respect to diesel, and (B) the cap price is no higher than $____, with respect to gasoline, and $____, with respect to diesel. Upon the execution and delivery of the Confirmation by the Bond Bank and the Swap Counterparty, the Confirmation shall be attached to the ISDA Agreement, as part of the Swap Agreement, which is attached as Exhibit B hereto. The Bond Bank and the Qualified Entity agree that any amounts due by the Qualified Entity under the Swap Agreement pursuant to this Agreement will not exceed the current amount appropriated for Motor Fuel for use by the Qualified Entity.

(g) The terms and conditions for disbursement from the Reserve Account to the Swap Counterparty shall be set forth in the Swap Agreement, attached as Exhibit B hereto, and otherwise as may be entered into by the Bond Bank from time to time pursuant hereto.

(h) For the purposes provided in this Section, the Bond Bank's agent shall be The Bank of New York Mellon Trust Company, N.A., until the Bond Bank provides the Qualified Entity notice otherwise.

3. Withholding of Funds Owed to the Qualified Entity. In the event the Qualified Entity fails to remit payment to the Bond Bank within thirty (30) days after payment is due as provided in Section 2(e) hereof, the Bond Bank shall be entitled to exercise the following rights:

(a) If the Qualified Entity would otherwise be entitled to an allocable portion of amounts owed by the Swap Counterparty under the Swap Agreement pursuant to this Agreement, the Bond Bank shall be entitled to retain and apply such amounts against amounts owed by the Qualified Entity. Any amounts retained under this Section shall be used in the following order of priority: (i) to pay any accrued interest on amounts owed; then (ii) to pay the principal of any amounts owed.

(b) Pursuant to Indiana Code 5-1.5-8-5, to the extent that any department or agency of the State, including the treasurer of state, is the custodian of money payable to the Qualified Entity (other than for goods or services provided by the Qualified Entity), the Bond Bank may provide written notice to the department or agency head that the Qualified Entity is in default on the payment of any amounts owed arising from this Agreement, and the department or agency shall withhold the payment of that money from that Qualified Entity and pay over the money to the Bond Bank for the purpose of paying any amounts owed to the Swap Counterparty pursuant to the Swap Agreement entered into by the Bond Bank on behalf of the Qualified Entity. Any amounts obtained under this Section shall be used in the following order of priority: (i) to pay any accrued interest on amounts owed; then (ii) to pay the principal of any amounts owed.

4. Term of Agreement; Renewal. The term of this Agreement shall commence on January 1, 2017, and, subject to Section 5 hereof, shall remain in full force and effect up to and including December 31, 2017. This Agreement may be extended beyond December 31, 2017, only if and when duly authorized and approved by the Qualified Entity and the Bond Bank, in writing, with the amended terms set forth therein.

5. Termination.

(a) In the event this Agreement is not extended beyond December 31, 2017, and any amount then remains owed and unpaid by one party to the other under this Agreement, this Agreement shall remain in full force and effect until all such amounts have been paid.

(b) In the event the Qualified Entity fails to remit payment to the Bond Bank within thirty (30) days after payment is due as provided in Section 2(e) hereof, the Bond Bank shall be entitled to terminate this agreement in its sole discretion. If the Bond Bank exercises its right to terminate this Agreement, the Bond Bank shall immediately terminate the notional amount of Motor Fuel allocable to the Qualified Entity in the Swap Agreement.

(i) If any termination payment is owed by the Bond Bank to the Swap Counterparty in connection with the termination of the Swap Agreement pursuant to this Section, such amounts shall be immediately due by the Qualified Entity and shall accrue interest at the rate of eight percent (8.00%) per annum from the date of such termination until paid. The Bond Bank shall send the Qualified Entity written notice of the termination payment stating that such termination payment: (A) is due within ten (10) business days following receipt of such notice; (B) shall accrue interest at the rate of eight percent (8.00%) per annum from the date of such termination until repaid; and (C) is in addition to any other amounts owed to the Bond Bank by the Qualified Entity pursuant to this Agreement.

(ii) If any termination payment is received by the Bond Bank from the Swap Counterparty in connection with the termination of the Swap Agreement pursuant to this Section, the Bond Bank shall be entitled to retain and apply such amounts against amounts owed by the Qualified Entity. Any amounts retained under this Section shall be used in the following order of priority: (A) to pay any accrued interest on amounts owed; then (B) to pay the principal of any amounts owed. In the event that there are excess moneys after making the payment of interest and principal amounts due, the Bond Bank shall be entitled to retain all such excess moneys.

6. Verification of Qualified Entity Budget. Simultaneously with the execution of this Agreement, the Qualified Entity shall furnish to the Bond Bank any documentation as requested by the Bond Bank, as to, among other things, the funding and maintenance amounts budgeted for the purchase of Motor Fuel to be used by the Qualified Entity.

7. Pledge and Assignment of Payments. The Qualified Entity and the Bond Bank agree that this Agreement and any payments to be made hereunder may be pledged or assigned by the Bond Bank.

8. Annual Financial Information and Reports. The Qualified Entity agrees to furnish to the Bond Bank, so long as this Agreement or the Swap Agreement entered into by the Bond Bank on behalf of the Qualified Entity pursuant to this Agreement remains in effect, annual financial reports, audit reports and such other financial information as is reasonably requested by the Bond Bank.

9. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

10. Indemnification. To the extent permitted by law, the Qualified Entity releases the Bond Bank from, agrees that the Bond Bank shall not be liable for, and to the extent permitted by law agrees to indemnify and hold the Bond Bank harmless from, any liability for, or expense resulting from (including, but not limited to, reasonable attorneys' fees and expenses), or any loss or damage that may be occasioned by, any cause whatsoever pertaining to the execution and delivery of the Swap Agreement entered into by the Bond Bank on behalf of the Qualified Entity, or the actions taken or to be taken by the Bond Bank under this Agreement, except for the willful misconduct of the Bond Bank or the Trustee.

11. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Bond Bank and the Qualified Entity each agree that they will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Agreement.

12. Waiver. No waiver by either the Bond Bank or the Qualified Entity of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

13. Entire Agreement. This Agreement, together with the Qualified Entity Resolution, merges and supersedes all prior negotiations, representations and agreements between the Bond Bank and the Qualified Entity relating to the subject matter hereof and constitutes the entire agreement between the Bond Bank and the Qualified Entity in respect hereof and thereof.

14. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the Bond Bank and the Qualified Entity have caused this Agreement to be executed in their respective names, by their duly authorized officers, under the authority of resolutions adopted by each prior to the date hereof, all as of the day and year first above written.

INDIANA BOND BANK

By: ______________________________
Kelly M. Mitchell, Chairperson Ex Officio

Attest:

____
Ronald L. Mangus, Executive Director

CITY OF MISHAWAKA, INDIANA

By: ______________________________
David A. Wood, Mayor

Attest:

____
Rebecca Miller, Controller

EXHIBIT A

PORTION OF THE SWAP AGREEMENT ALLOCATED TO THE QUALIFIED ENTITY

(City of Mishawaka)

Month	Gasoline (in gallons)	Diesel (in gallons)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		
TOTAL:		

EXHIBIT B

SWAP AGREEMENT

RECEIVED
DEBORAH S. BLOCK, MMC
OCT 04 2016
CITY CLERK
MISHAWAKA, IN

PROPOSED ORDINANCE NO. 2016-24

1st Reading 10-17-16
2nd Reading
Passed
Failed
Continued To

ORDINANCE NO.____________

AN ORDINANCE DECLARING AN EMERGENCY AND TRANSFERRING AND REAPPROPRIATING FUNDS WITHIN THE BUDGET ADOPTED FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2016

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

Section 1. An emergency exists which requires the transfer and reappropriation of funds within the Motor Vehicle Highway Fund budget adopted for the fiscal year ending December 31, 2016.

Section 2. There is hereby transferred and reappropriated the sum of $42,000.00 as follows:

Motor Vehicle Highway Fund

From:	Street Department		
	Other Services and Charges		
	201-50-435-02	NIPSCO	$10,000.00
	201-50-436-01	Building/Equipment Repair	$30,000.00
	201-50-439-09	Miscellaneous Charges	$2,000.00
		Total	$42,000.00
To:	Street Department		
	Supplies		
	201-50-423-03	Equip, Parts, Supplies	$30,000.00
	Other Services and Charges		
	201-50-435-01	MU Charges	$10,000.00
	201-50-437-05	Uniforms	$2,000.00
		Total	$42,000.00

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

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

______day of ____________, 2016 at ________ o'clock, ___.M.

____
Presiding Officer

ATTEST:

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

PRESENTED BY ME to the Mayor this ______day of_____________, 2016 at

________ o'clock, ____.M.

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

APPROVED BY ME this ______ day of, ____________, 2016 at ______ o'clock,

____.M.

____
David A. Wood, Mayor

CITY OF MISHAWAKA

STREET DEPARTMENT
Tim Ryan
Street Commissioner

DAVID A. WOOD, MAYOR

September 30, 2016

Mishawaka Common Council
City Hall
600 East Third Street
Mishawaka, IN 46544

RE: Proposed Ordinance 2016- 24

Honorable Council Members:

At this time, we find the need to request a transfer of MVH Funds as follows:

FROM: MVH Street Department

Utility Service		
201-50-435-02	NIPSCO	$10,000
Repairs and Maintenance		
201-50-436-01	Building/Equipment Repair	$30,000
Other Services and Charges		
201-50-439-09	Miscellaneous Charges	$ 2,000
		TOTAL - $42,000

TO: MVH Street Department

Repair & Maintenance Supplies		
201-50-423-03	Equipment/Parts, Supplies	$30,000
Utility Service		
201-50-435-01	MU Charges	$10,000
Rentals		
201-50-437-05	Uniforms	$2,000
		TOTAL - $42,000

If you have any questions concerning this transfer, please call or visit my office.

Sincerely,

Tim Ryan

Tim Ryan
Street Commissioner

RECEIVED
DEBORAH S. BLOCK, MMC

OCT 04 2016

CITY CLERK
MISHAWAKA, IN

PROPOSED ORDINANCE NO. 2016-25

1st Reading 10-17-16
2nd Reading
Passed
Failed
Continued To

ORDINANCE NO.____________

AN ORDINANCE DECLARING AN EMERGENCY AND TRANSFERRING AND REAPPROPRIATING FUNDS WITHIN THE BUDGET ADOPTED FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2016

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

Section 1. An emergency exists which requires the transfer and reappropriation of funds within the Central Services Department in the General Fund budget adopted for the fiscal year ending December 31, 2016.

Section 2. There is hereby transferred and reappropriated the sum of $45,000.00 as follows:

General Fund

From:	Central Services Department		
	Supplies		
	101-22-422-02	Gas, Oil, etc.	$45,000.00
		Total	$45,000.00
To:	Central Services Department		
	Supplies		
	101-22-422-05	Equipment/Vehicle Supplies	$30,000.00
	Other Services and Charges		
	101-22-436-01	Repairs and Maintenance	$15,000.00
		Total	$45,000.00

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

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

__________day of ______________________, 2016 at __________ o'clock, ____.M.

____
Presiding Officer

ATTEST:

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

PRESENTED BY ME to the Mayor this ______day of____________, 2016 at ________ o'clock, ____.M.

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

APPROVED BY ME this ______ day of, ____________, 2016 at ______ o'clock, ____.M.

____
David A. Wood, Mayor

CITY OF MISHAWAKA

Tim Ryan
Street Commissioner

DAVID A. WOOD, MAYOR

October 1, 2016

Mishawaka Common Council
City Hall
600 East Third Street
Mishawaka, IN 46544

RE: Proposed Ordinance 2016- 25

Honorable Council Members:

At this time, I am requesting the following transfers within the Central Motor Pool budget:

FROM:	Central Services Department		
	101-22-422-02	Gas, Oil, Etc.	$45,000
TO:	Central Services Department		
	101-22-422-05	Equipment/Vehicle Supplies	$30,000
	101-22-436-01	Equipment Maintenance	$15,000
			$45,000

If you have any questions concerning this transfer, please call or visit my office.

Sincerely,

Tim Ryan

Tim Ryan
Street Commissioner

500 N. Cedar Street, Mishawaka, IN 46545 (574) 258-1660 FAX (574) 258-1699
Street@mishawaka.in.gov

RECEIVED
DEBORAH S. BLOCK, MMC

OCT 12 2016

CITY CLERK
MISHAWAKA, IN

1st Reading 10-17-16
2nd Reading
Passed
Failed
Continued To

PETITION 16-30

CITY OF MISHAWAKA, INDIANA

PROPOSED ORDINANCE NO. 2016-26

ORDINANCE NO. ______

AN ORDINANCE AMENDING CHAPTER 137, OF THE MUNICIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA, AS FROM TIME TO TIME AMENDED, COMMONLY KNOWN AS "THE ZONING ORDINANCE OF 1966" OF THE CITY OF MISHAWAKA, INDIANA.

WHEREAS, the Plan Commission of the City of Mishawaka, Indiana, has recommended the reclassification of the zoning as herein set forth of the real estate hereinafter described.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, that:

Section 1. Chapter 137, of the Municipal Code of the City of Mishawaka, commonly known as "The Zoning Ordinance of 1966", be, and the same is hereby amended as follows:

The following described real estate in the City of Mishawaka, Penn Township, St. Joseph County, State of Indiana, to-wit:

PARCEL I: A part of the West Half of the East Half of the Northeast Quarter of Section 10, Township 37 North, Range 3 East, described as follows: Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 10; thence South, along the West line of, said Northeast Quarter of the Northeast Quarter of Section 10, 230.15 feet; thence East 62 feet; thence North 229.93 feet to the North line of said Section; thence West 62 feet to the place of beginning; and being known as Lot Numbered One (1) on the proposed plat of Garn Brothers Subdivision of Lots Numbered 1, 2, 3, 4 and 5 of Schindler's Proposed Subdivision in the City of Mishawaka.

PARCEL II: Beginning on the North line of Section 10, Township 37 North, Range 3 East at a point 62 feet East of the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 10; thence South, parallel with the West line of the Northeast Quarter of the Northeast Quarter of said Section, 229.93 feet; thence East 62 feet; thence 229.71 feet to the North line of said Section, thence West 62 feet to the place of beginning and being known as Lot Numbered Two (2) on the proposed plat of Garn Brothers Subdivision of Lots Numbered 1, 2, 3, 4 and 5 of Schindler's Proposed Subdivision in the City of Mishawaka.

PARCEL III: Beginning on the North line of Section 10, Township 37 North, Range 3 East, at a point 124 feet East of the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 10; thence South, parallel with the West line of the Northeast Quarter of the Northeast Quarter of said Section 229.71 feet; thence East 62 feet; thence North 229.49 feet to the North line of said Section; thence West 62 feet to the place of beginning and being known as Lot Numbered Three (3) on the proposed plat of Garn Brothers Subdivision of Lots Numbered 1, 2, 3, 4 and 5 of Schindler's Proposed Subdivision in the City of Mishawaka. Common description: 1445 East McKinley Avenue, Mishawaka, Indiana.

PARCEL 4: A part of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Numbered Ten (10), Township Numbered Thirty-seven (37) North, Range Numbered Three (3) East, described as beginning at a point on the West line of said Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Numbered Ten (10), Township and Range aforesaid, Two Hundred Thirty and Fifteen Hundredths (230.15) feet South of the Northwest corner of said Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section; thence running East Three Hundred Ten (310) feet, thence South Fifty (50) feet, thence West Three Hundred Ten (310) feet, thence North Fifty (50) feet to th place of beginning, and being known as Lot Numbered Six (6) on the unrecorded Plat of Garn Brothers Sub-division in the City of Mishawaka, St. Joseph County, Indiana. Subject to legal highways. Common description: 2123 Lynn Street, Mishawaka, Indiana.

which real estate is now classified as C-1 General Commercial District, C-4 Automobile Oriented Commercial District, and R-1 Single Family Residential shall hereafter be within and a part of that District known as C-4 Automobile Oriented Commercial District designated in "The Zoning Ordinance of 1966" as amended.

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

1. Existing Conditions- The property is currently used as an automobile business and a single family home. Other automobile uses along McKinley extend further south.

2. Character of Buildings – The character of the buildings along McKinley Highway is commercial, a number of them automobile oriented.

3. The most desirable/highest and best use – Because of the parcel location along the corridor and the property's historical use, the most desirable use for the property is automobile oriented commercial.

4. Conservation of property values- The proposed zoning will not be injurious to property values in the surrounding neighborhood, because commercial uses already exist along the McKinley Highway corridor.

5. Comprehensive Plan- The Mishawaka 2000 Comprehensive Plan identified the McKinley Highway corridor as general commercial. The petition to zone to C-4 Automobile Oriented Commercial is consistent with the Comprehensive Plan.

Section 3. This Ordinance shall be in full force and effect from and after its passage, due attestation and legal publication.

Proposed Ordinance No: 2016-26

Ordinance No: ______________________

PASSED by the Common Council of the City of Mishawaka, Indiana, this ________day of ______________________, 2016, at ________ o'clock ____.M.

____
Presiding Officer

ATTEST:

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

PRESENTED by me to the Mayor this ________ day of ____________________, 2016, at ________ o'clock _____.M.

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

APPROVED by me this ________ day of ____________________, 2016, at ________o'clock ____.M.

____
David A. Wood, Mayor

Tuesday, September 06, 2016

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

RE: PETITION TO REZONE

The undersigned Michael Thompson and Janice Johnson 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:

PARCEL I: A part of the West Half of the East Half of the Northeast Quarter of Section 10, Township 37 North, Range 3 East, described as follows: Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 10; thence South, along the West line of, said Northeast Quarter of the Northeast Quarter of Section 10, 230.15 feet ; thence East 62 feet; thence North 229. 93 feet to the North line of said Section; thence West 62 feet to the place of beginning, and being known as Lot Numbered One (1) on the proposed plat of Garn Brothers Subdivision of Lots Numbered 1, 2, 3, 4 and 5 of Schindler's Proposed Subdivision in the City of Mishawaka.

PARCEL II: Beginning on the North line of Section 10, Township 37 North, Range 3 East at a point 62 feet East of the Northwest corner of the. Northeast Quarter of the Northeast Quarter of said Section 10; thence South, parallel with the West line of the Northeast Quarter of the Northeast Quarter of said Section, 229. 93 feet; thence East 62 feet; thence 229.71 feet to the North line of said Section, thence West 62 feet to the place of beginning and being known as Lot Numbered Two (2) on the proposed plat of Garn Brothers Subdivision of Lots Numbered 1, 2, 3, 4 and 5 of Schindler's Proposed Subdivision in the City of Mishawaka.

PARCEL III: Beginning on the North line of Section 10, Township 37 North, Range 3 East, at a point 124 feet East of the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 10; thence South, parallel with the West line of the Northeast Quarter of the Northeast Quarter of said Section, 229.71 feet; thence East 62 feet; thence North 229.49 feet to the North line of said Section; thence West 62 feet to the place of beginning- and being known as Lot Numbered Three (3) on the proposed plat of Garn Brothers Subdivision of Lots Numbered 1, 2, 3, 4 and 5 of Schindler's Proposed Subdivision in the City of Mishawaka.

Common Description: 1445 Mckinley Ave, Mishawaka, Indiana 46545

Pet 16-30

Parcel 4

A part of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Numbered Ten (10), Township Numbered Thirty-seven (37) North, Range Numbered Three (3) East, described as beginning at a point on the West line of said Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Numbered Ten (10), Township and Range aforesaid, Two Hundred Thirty and Fifteen Hundredths (230.15) feet South of the Northwest corner of said Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section; thence running East Three Hundred Ten (310) feet,. thence South Fifty (50) feet, thence West Three Hundred Ten (310) feet, thence North Fifty (50) feet to the place of beginning, and being known as Lot Numbered Six (6) on the unrecorded Plat of Garn Brothers Sub-division in the City of Mishawaka, St. Joseph County, Indiana. Subject to legal highways.

Common Description: 2123 Lynn Street, Mishawaka, Indiana 46545

Petitioners own one hundred (100%) percent of the above described parcels of land which carries a zoning classification of R1 C1 and C4 District. Said property is commercial auto repair and retail auto sales .

Petitioners desire said real estate to be rezoned to C4 District. Petitioners further state that they intend to utilize said land for commercial auto repair , retail auto sales and parking.

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.

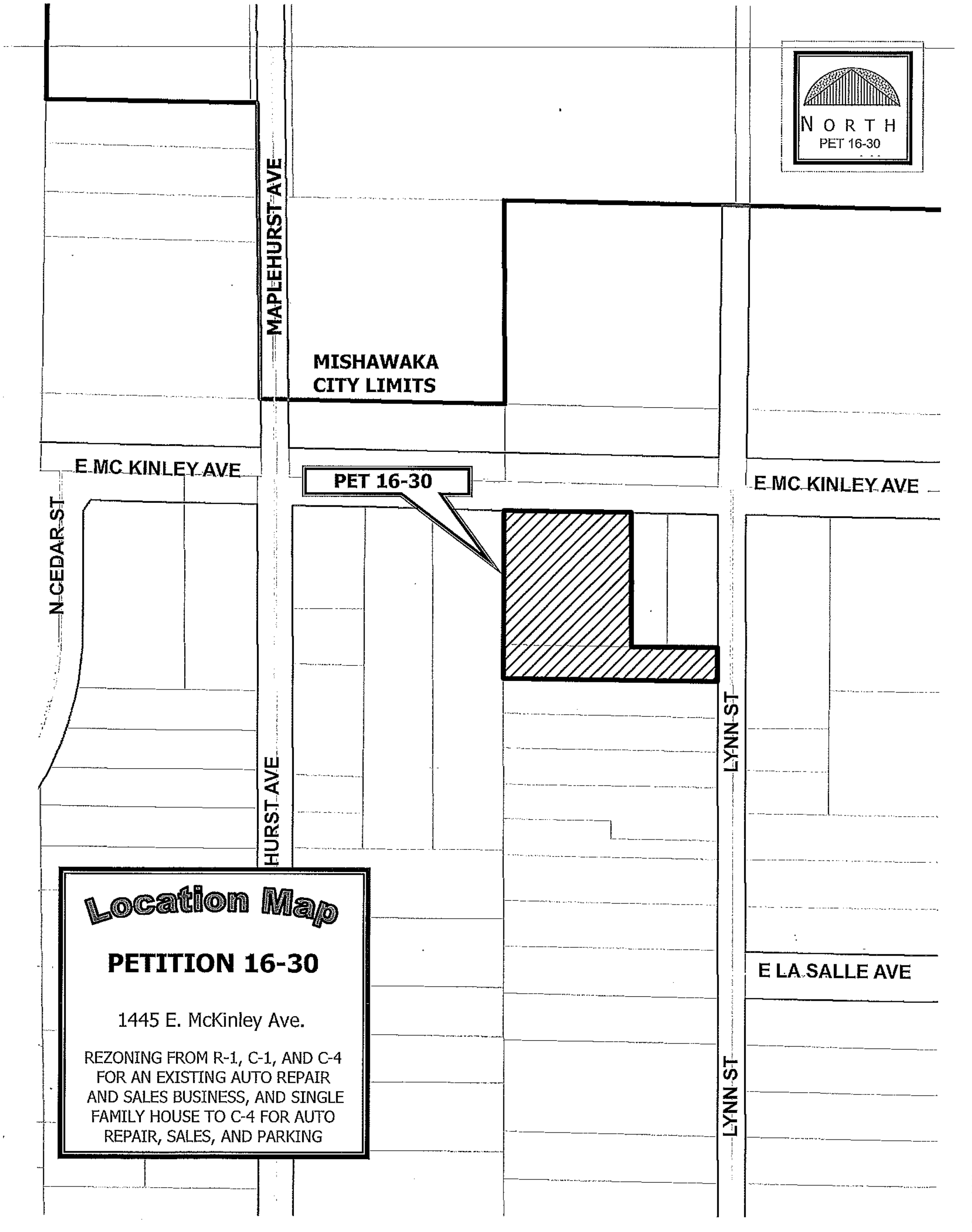
Michael Thompson | Janice Johnson

Michael Thompson   Janice Johnson

CONTACT PERSON

MICHAEL THOMPSON
1445 MCKINLEY AVE
MISHAWAKA , IN 46545

PH 574-256-1001
FAX 574-256-2988
Email AUTODIAG@COMCAST.NET


NORTH
PET 16-30
MAPLEHURST AVE
MISHAWAKA
CITY LIMITS
E MC KINLEY AVE
PET 16-30
E MC KINLEY AVE
N CEDAR ST
HURST AVE
LYNN ST
E LA SALLE AVE
LYNN ST
Location Map
PETITION 16-30
1445 E. McKinley Ave.
REZONING FROM R-1, C-1, AND C-4 FOR AN EXISTING AUTO REPAIR AND SALES BUSINESS, AND SINGLE FAMILY HOUSE TO C-4 FOR AUTO REPAIR, SALES, AND PARKING

RECEIVED
DEBORAH S. BLOCK, MMC
OCT 12 2016
CITY CLERK
MISHAWAKA, IN

1st Reading 10-17-16
2nd Reading
Passed
Failed
Continued To

PETITION 16-31

CITY OF MISHAWAKA, INDIANA

PROPOSED ORDINANCE NO. 2016-27

ORDINANCE NO. ______

AN ORDINANCE AMENDING CHAPTER 137, OF THE MUNICIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA, AS FROM TIME TO TIME AMENDED, COMMONLY KNOWN AS "THE ZONING ORDINANCE OF 1966" OF THE CITY OF MISHAWAKA, INDIANA.

WHEREAS, the Plan Commission of the City of Mishawaka, Indiana, has recommended the reclassification of the zoning as herein set forth of the real estate hereinafter described.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, that:

Section 1. Chapter 137, of the Municipal Code of the City of Mishawaka, commonly known as "The Zoning Ordinance of 1966", be, and the same is hereby amended as follows:

The following described real estate in the City of Mishawaka, Penn Township, St. Joseph County, State of Indiana, to-wit:

Lot 2, Lafayette Place Add

COMMON ADDRESS: 2522 West Sixth Street

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

1. Existing Conditions – The subject property is located within a transitional mixed use area consisting primarily of single family residential uses with scattered industrial/warehousing and commercial uses. Several legal non-conforming residences are present on industrial zoned parcels to the west of the subject property on the north side of W. 6th Street. The railroad borders the property to the north.

2. Character of Buildings in the Area – The existing buildings in the area are predominantly single family residential structures within the neighborhood to the south with larger industrial/warehousing structures adjacent to the east and west. A small structure, previously used as an office, is also located on the parcel immediately adjacent to the west.

3. The most desirable/highest and best use – Because the parcel is located in a mixed use area consisting primarily of residential uses, the rezoning to R-1 Single Family Residential is a desirable use for this property.

Proposed Ordinance No: 2016-27

Ordinance No: ____________________

4. Conservation of property values – As opposed to the types of potential industrial development that could occur with the current zoning classification, rezoning the property to the R-1 Single-Family Residential District to permit residential use for an existing vacant structure no longer considered to be legal non-conforming will have a favorable and stabilizing impact on the neighborhood and will conserve property values in the immediate and surrounding residential neighborhood.

5. Comprehensive Plan – While the proposed rezoning is not consistent with the recommendations of the 2000 Mishawaka Comprehensive Plan, single-family residential is a desirable use of the property and consistent with other existing and nearby single-family residences.

Section 3. This Ordinance shall be in full force and effect from and after its passage, due attestation and legal publication.

PASSED by the Common Council of the City of Mishawaka, Indiana, this ________day of ____________________, 2016, at ________ o'clock ___.M.

____
Presiding Officer

ATTEST:

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

PRESENTED by me to the Mayor this ________ day of ____________________, 2016, at ________ o'clock ____.M.

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

APPROVED by me this ________ day of ____________________, 2016, at ________o'clock ____.M.

____
David A. Wood, Mayor

202 Ashbury Ct
South Bend, IN 46615
September 21, 2016

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

RECEIVED
DEBORAH S. BLOCK, MMC
SEP 28 2016
CITY CLERK
MISHAWAKA, IN

RE: Petition to Rezone

The undersigned **Gary G. Gholson and Karen McGrew Gholson** respectfully show that 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:

Pet. 16-31

Legal Description: Exhibit A (attached)

Lots 2 ~~3 & 4~~
Lafayette Place Add
Sec 17 37 3E

SEP 21 2016

Commonly known as 2522 West 6th St., Mishawaka Indiana

Petitioners own one hundred (100%) of the above described parcel of land which carries a zoning classification of **I-1 Light Industrial District**. Said property consists of 3 structures. Structure A is a single family residence that is currently vacant. Structure B is a small building once used as an office but currently used as personal storage. Structure C is used for personal storage. Please see **Exhibit B (attached)**

Petitioners desire said real estate to be rezoned to **R-1 Single Family Residential District.** Petitioners further state that they intend to utilize said property as follows.

Structure A will be used as a single family rental property. **Exhibit C (attached).**
Structures B and C are to be used for personal storage. (ON LOTS 3 + 4 NOT TO BE REZONED)

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

Respectfully Submitted by

Gary G. Gholson

Karen McGrew Gholson

Contact Person:
Gary G. Gholson
202 Ashbury Ct, South Bend, IN 46615
Home Phone: 574 289 1335 Cell Phone: 269 240 3055
Email: gggholson@comcast.net

Attachments

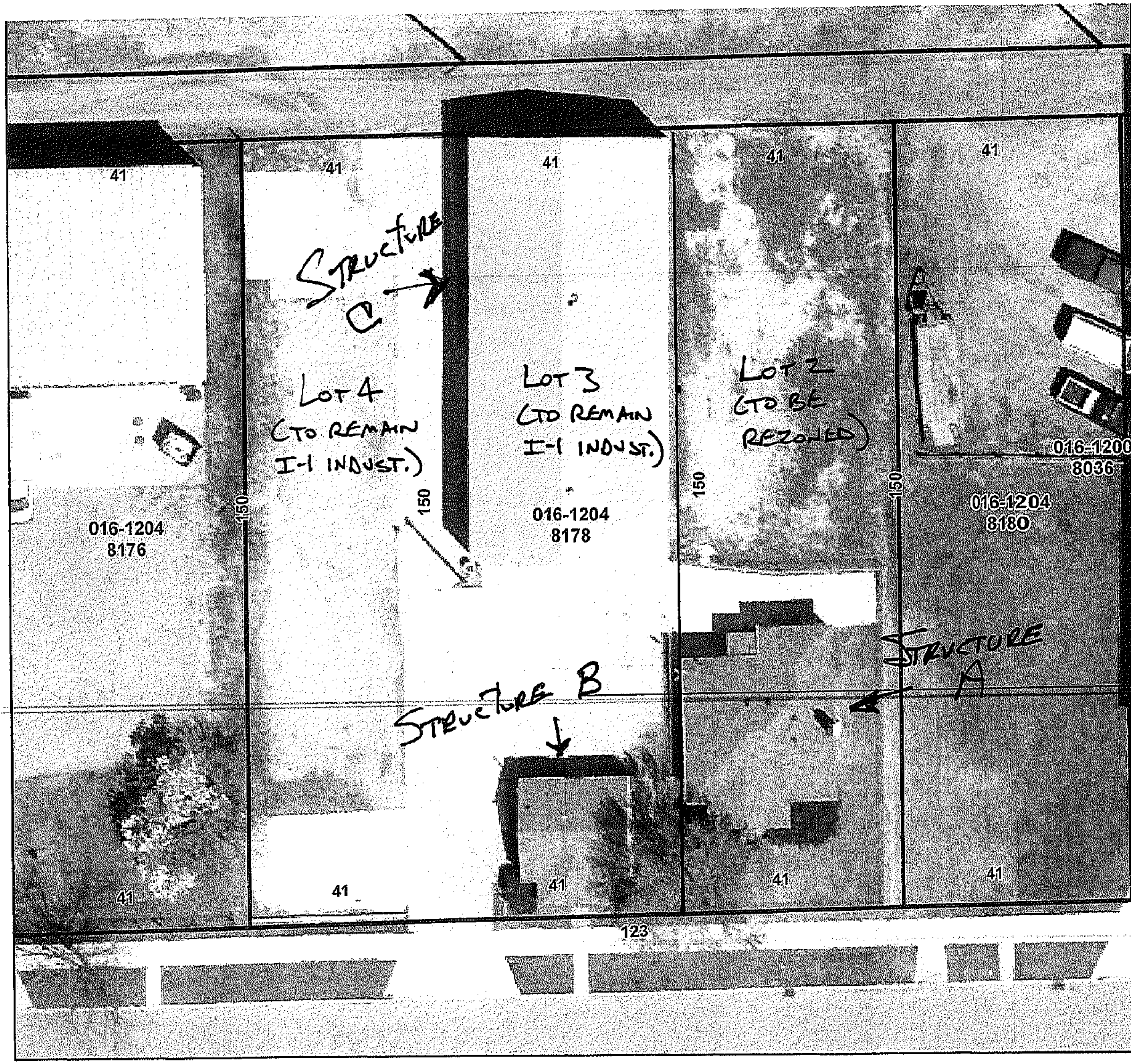
Exhibit A: Legal Description

Exhibit B: Ariel Photograph of property described in Legal Description/Site Plan (4 pages)

Exhibit C: Pictures of Structure A to be used as a single family rental property. (2 pages)

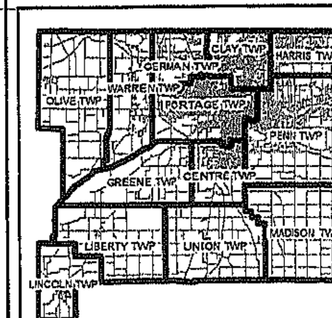
Exhibit D: Listing of Property Owners of Record within 300 feet of the subject Property (4 pages)

EXHIBIT
B-1



Information shown on this map is not warranted f[illegible] accuracy or merchantability. Reproduction of this material is not possible without written permission of St. Joseph County, Indiana.

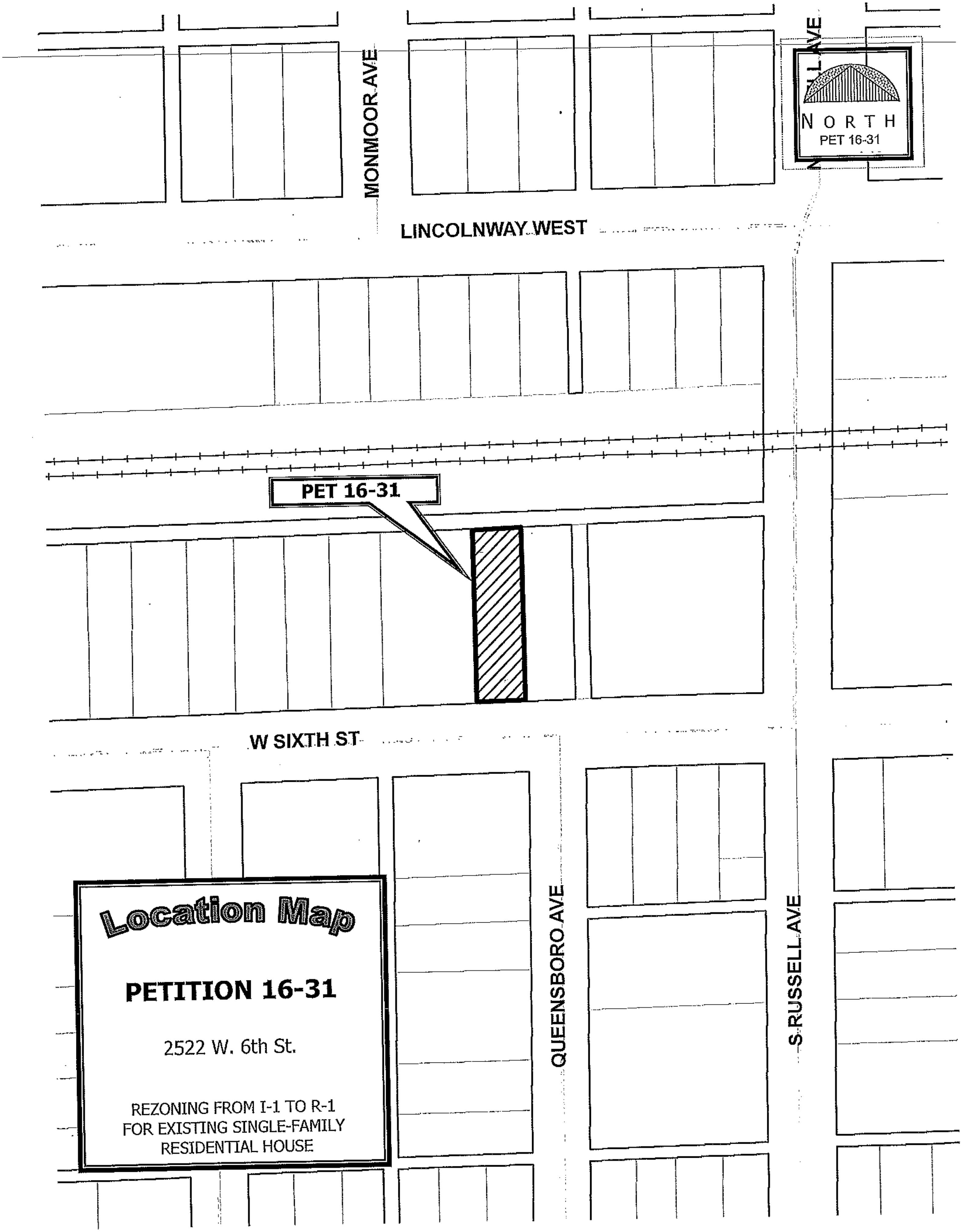
1 inch = 25 feet



Date Printed: 2015
Photography:Spring 2015

N W E S

Prepared
St. Joseph County Auditor's O[illegible]
227 W. Jefferson B[illegible]
South Bend, Indiana 46[illegible]
Phone: (574) 235-9[illegible]



NORTH
PET 16-31
MONMOOR AVE
LINCOLNWAY WEST
PET 16-31
W SIXTH ST
QUEENSBORO AVE
S RUSSELL AVE
Location Map
PETITION 16-31
2522 W. 6th St.
REZONING FROM I-1 TO R-1
FOR EXISTING SINGLE-FAMILY
RESIDENTIAL HOUSE