AGENDA

Monday, December 19, 2016

HOLIDAY RECEPTION
6:00PM

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

December 05, 2016

5. Petitions, Communications, Remonstrance and Memorials

A letter from the Board of Zoning Appeals regarding recommendations from their December 13, 2016 meeting.

6. Report of Special Committee

7. Ordinances on First Reading

P.O. NO. 2016-38 Collective Bargaining Agreement between the City and Mishawaka Firefighters Local 360 1-01-2017 through 12-31-2017 (Petitioner Requesting Second Reading)

P.O. NO. 2016-39 Collective Bargaining Agreement between Central Services Departments and Local 364 1-01-2017 through 12-31-2020 (Petitioner Requesting Second Reading)

P.O. NO. 2016-40 Transfer Funds - Clerk's Office - $2,000.00 (Petitioner Requesting Second Reading)

8. Resolutions

R2016-33 Fiscal Plan for Annexation of 15057 & 15151 Cleveland Rd.

R2016-34 Use Variance for a Tattoo & Body Piercing Studio Twin Branch Retail Ctr LLC 2826 LWE

R2016-35 Honoring Marian Boys Soccer Team - State Champions

R2016-36 Honoring Linda Dotson for Years of Service

R2016-37 Honoring Gary West for Years of Service

9. Ordinances on Second Reading

P.O. NO. 2016-35 Annex and Zone from R-1 to R-3 Multi-family 15057 & 15151 Cleveland Rd. **VOTE ONLY** (Assigned to Land Use Planning Committee)

P.O. NO. 2016-36 Additional Funds State Grants $70,146.54 (Assigned to Budget and Finance Committee)

P.O. NO. 2016-37 Amending Park Non Reverting Funds (Assigned to Budget and Finance 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

December 5, 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 December 5, 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. President Banicki asked for a moment of silence for former Fire Chief Gene Goddard.

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 Mary Ellen Hazen, Raven Boston, Deputy.

The minutes from the November 21, 2016 meeting were approved as received from the City Clerk's Office.

Clerk Block presented the following Appeal to the Council, who referred them to the Board of Zoning Appeals, for their recommendation.

APPEAL NO. 2016 Use Variance for a Tattoo Shop & Body Piercing Studio
Twin Branch Retail Ctr. LLC 2826 LWE

Clerk Block read a letter regarding public hearing on Vacation 2016-02 required by State Statute on behalf of H and G Real Estate LLC for all Platted & Dedicated Streets Ridgemont Crossing Section Two Final PUD **(Petitioner Requesting Tabling Until the January 16, 2017 Meeting)**

Mr. Deal moved that **Vacation 2016-02** be tabled until the January 16, 2017 meeting, Mr. Tanner seconded the motion. Upon a voice vote the motion passed unanimously.

The following ordinances were given first reading, assigned to committee and set for public hearing at the next council meeting.

Clerk Block read **PROPOSED ORDINANCE NO. 2016-36 by title and assigned to committee.**

PROPOSED ORDINANCE NO. 2016-36

AN ORDINANCE DECLARING AN EMERGENCY AND DETERMINING THE EXPENDITURE OF ADDITIONAL FUNDS FOR THE YEAR ENDING DECEMBER 31, 2016
(State Grants $70,146.54)
(Assigned to the Budget and Finance Committee)

Clerk Block read **PROPOSED ORDINANCE NO. 2016-37 by title and assigned to committee.**

PROPOSED ORDINANCE NO. 2016-37

AN ORDINANCE AMENDING ORDINANCE 3592 AS AMENDED ESTABLISHING A SPECIAL NON-REVERTING OPERATION FUND AND A SPECIAL NON-REVERTING CAPITAL FUND WITH MISHAWAKA PARK AND RECREATION DEPARTMENT

(Amending Park & Reverting Funds)
(Assigned to the Budget and Finance Committee)

Clerk Block read **PROPOSED ORDINANCE NO. 2016-33**. **by title.**

PROPOSED ORDINANCE NO. 2016-33

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

(Ridgemont Crossing PUD NE Corner Fir & Dragoon 516 Units)
(Petitioner Requesting Tabling Until the January 16, 2017 Meeting)

Mr. Banicki asked Council Attorney, Mike Trippel how long the Council had to act on the proposed ordinance before it automatically passes or fails. Mr. Trippel said 90 days from the Plan Commission meeting date of November 15th.

Mr. Tanner moved that **PROPOSED ORDINANCE 2016-33** be tabled until the January 16, 2017 meeting, Mr. Canarecci seconded the motion. Upon a voice vote, the motion passed unanimously.

Clerk Block read **PROPOSED ORDINANCE NO. 2016-34 by title.**

PROPOSED ORDINANCE NO. 2016-34

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

(All Platted & Dedicated Streets Ridgemont Crossing Section Two Final PUD)
(Petitioner Requesting Tabling Until the January 16, 2017 Meeting)

Mr. Canarecci moved that **PROPOSED ORDINANCE 2016-34** be tabled until the January 16, 2017 meeting, Mrs. Voelker seconded the motion. Upon a voice vote, the motion passed unanimously.

Clerk Block read **PROPOSED ORDINANCE NO. 2016-35 by title. Opening it for second reading and public hearing.**

PROPOSED ORDINANCE NO. 2016-35

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

(Annex & Zone from R-1 to T-3 Multi Family 15057 &15151 Cleveland Rd.)

Jeff Ballard, Danch, Harner & Associates, 1643 Commerce Drive, South Bend stated he was representing Larry and Christine Cole. He said Mr. and Mrs. Cole asked for parcels 155057 and 15151 Cleveland Road to be annexed into the City of Mishawaka for a 29 Unit Multi-Family Town Home development.

NO VOTE WAS TAKEN AT THIS TIME

UNFINISHED BUSINESS

Clerk Block read **PROPOSED ORDINANCE NO. 2016-30 by title.**

PROPOSED ORDINANCE NO. 2016-30

AN ORDINANCE AMENDING TITLE VIII, CHAPTER 58, OF 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

(Amending Miscellaneous Traffic Codes)

Mr. Compton asked Gary West former Director of Engineering, if the light on Main Street at Leyte was on a sensor only. Mr. West replied correct, there was a pedestrian override button for pedestrian crossing.

Mr. Compton asked Mr. West at the Council's request would the city be willing to make the stop light at Leyte on a regular interval if possible. Mr. West strongly recommended not to go through that process. He said once legislating operation of signals issues would arise with differing views on how long and when the light should change. He explained if lights were set at a fixed time it would continue through the day at hours that were not necessary.

Mr. Compton mentioned timers that could override after midnight. He said the light at Leyte could slow the traffic down through the Normain Heights neighborhood. Mr. Compton went on to say there could be a possibility of someone speeding through the light, but the light would give Main Street residents a time frame of when they can pull in and out of their driveways safely. He said he has heard the concerns from the residents, some would like the light to be more regular and not on a sensor. Mr. Compton understood and agreed that arbitrarily changing stoplights could bring conflicts between neighbors. He believed it was something that made the

Council feel comfortable about raising the speed limit to 35 mph. Mr. Compton explained the other option was to leave Main Street from McKinley to Catalpa at 30 mph.

Mr. West mentioned his conversation with 6th district Councilman Banicki, who suggested putting solar speed signs to show the speed cars were traveling. He said as of now their funds were exhausted for the year. Mr. West also suggested keeping Main Street from McKinley to Catalpa or to Edison at 30 mph, adjust from Catalpa or Edison to Day 35mph. He explained they did not want to adjust the speed limit at 40 mph from Edison north due to the S-Curving road. Mr. West said in the future they could get a grant and possibly put in the Solar Speed Signs. He strongly encouraged the Council not to legislatively establish sensor stoplights. Mr. West explained they spent thousands of dollars to connect signals to have consistency in corridors. He went on to say once disrupted it goes against the concept they worked so hard on.

Mr. Banicki asked could part of the problem on Main St. be associated to the intersection at Grape and McKinley. He said the intersection at Main and McKinley had turn lanes in each direction then at Grape Rd., which was a truck route, had very little time to make the turn signals. Mr. Banicki pointed out trucks not being able to turn corners on Grape Rd. He said heading south bound there were maybe four to five cars able make the turn before the signal turns red. Mr. Banicki believed people were avoiding the intersection at Grape and McKinley due to it not being user friendly. He said if there was an intersection to look at it was Grape and McKinley. Mr. Banicki went on to say if they could improve the intersection at the Grape and McKinley, it would help reduce traffic for the neighbors east. Mr. West replied that might be right. He said they only had single left turns at Grape and if missed drivers would go through to Main Street, which could get double the amount of left turners. Mr. West mentioned the contract the city has with a consultant to look at right turn lanes east bound.

Mr. Banicki said with Grape changing to Liberty at McKinley, south of the intersection, the one lane in each direction was adequate because everyone was driving east or west. He believed once they figure out how to get drivers traveling from east to west on McKinley trying to get north bound, it would help Main Street when McKinley and Grape becomes user friendly.

Mr. Deal suggested to Mr. West better truck route signs. Mr. West explained construction projects were done on serval truck routes. He said they moved the trucks out of some of the corridors. Mr. West realized trucks were driving everywhere and signs needed to be replaced and enforced.

Mr. Deal said he was very hopeful to do something with the traffic light on Main Street at Leyte. He stated he liked the ordinance as written. Mr. Deal believed it was the design of the road that dictates the speed of the traffic. He said no matter how many ordinances they pass or speed signs were up, it was difficult to drive less than 35 mph due to the design of the road. Mr. Deal stated they have heard from the residents and they empathize with them. He felt they needed to give the residents something because they were victims of where they lived. Mr. Deal said he supports staying at 30 mph. He believed there was no better alternative at this time.

Mr. Emmons was concerned Lincolnway residents would ask for lower speed limit after changing the speed limits on Main Street. He asked what would happen if Lincolnway residents

requested to change Lincolnway to 30 mph. Mr. West said Lincolnway was not their road to change; it was a State route under the control of the Indiana Department of Transportation.

Mr. Emmons commented he was in support of the proposal as written. He explained no one drives 30 mph.

Mr. West mentioned a discussion about Main Street. He said with Main Streets improvements and traveling south, they felt with the central business district transitioning to a residential district and school zones, it would be best to leave at 30 mph. Mr. West stated that speed limits were not cast in stone. He said speed limits have not change frequently; but could be revisited when other alternatives were found.

Mr. Canarecci agreed with Mr. Emmons, no matter what is posted drivers would continue to speed. He asked if he was correct in his thinking that the proposal was based off a study that shows drivers were driving over the posted speed limit of 30 mph. Mr. West answered correct.

Mr. Canarecci asked was it a concern if posted at 35 and drivers continue to speed, would the ratio stay the same. Mr. West said the data was presented and they were trying to look at it in a comprehensive way.

Mr. Canarecci asked if Normain Heights considered a neighborhood. Mr. West said it was a neighborhood.

Mrs. Voelker thanked Mr. West for all his hard work. She also thanked the neighbors of Normain Heights for standing up for their neighborhood. Mrs. Voelker was impressed.

Mr. Banicki asked if they were against adjusting the speed at Main Street from McKinley to Edison from 30 mph to 40 mph as proposed on Grape Rd. Mr. West said there were some issues discussed due to the design of the S-Curving road traveling north, especially during bad weather. He also mentioned traveling south bound in that corridor at 40 mph transitioning to 30 mph would be difficult. Mr. West said it was not a one shot deal; they could revisit.

Mr. Banicki said the length from Catalpa to Edison was a short distance. Mr. West said it was a short distance but the light at Catalpa was on a similar schedule to the light at Leyte. He believed it was logical to schedule the lights the same. Mr. West said there were certain times of day where it was difficult to get out safely into traffic flow.

Mr. Banicki appreciated Mr. West input and enjoyed working with him on the traffic commission.

Mr. Tanner commented they were all hopeful to do something at the light at Leyte. He said he agreed with Mr. West it was not a pure legislative process for the timing and structure of the lighting process. He stated he would support any motion made for any adjustment at the 30 mph up to Catalpa and 35 mph from Catalpa to Day.

Mr. Compton made a motion to P.O. 2016-30 to remove line twelve, Main St., from McKinley to Day, 35 mph and replace it with the following two lines:
AMENDMENTS TO PROPOSED ORDINANCE 2016-30

1. Main St., from McKinley to Catalpa 30 mph
2. Main St. from Catalpa to Day Rd. 35 mph.

Upon a second by Mr. Tanner the motion carried.

Questioned was called for at 7:41 p.m. **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 **Ordinance No. 5553 As Amended**

NEW BUSINESS

Mayor Wood announced the annual Winterfest event would be December 16 from 5 p.m.to 8 p.m. at Merrifield Park. He also mentioned Holiday Movie Night at the Battel Center Auditorium on December 9 at 7p.m. and Santa Arrival Downtown Mishawaka on December 2 at 6 p.m.

Mayor Wood announced the new City Engineer Chris Jamrose. He stated Mr. West greatly impacted the city. Mayor Wood thanked Mr. West for his hard work and service.

ADJOURNMENT 7:45 p.m.

Deborah S. Block_____/s/ Ronald S. Banicki_____/s/
Deborah S. Block, IAMC, MMC, City Clerk Ronald S. Banicki, President

City of Mishawaka

DAVID A. WOOD, MAYOR **DEPARTMENT OF CITY PLANNING**

December 15, 2016

RECEIVED
DEBORAH S. BLOCK, MMC
DEC 15 2016
CITY CLERK
MISHAWAKA, IN

Honorable Members of the Common Council
City of Mishawaka, Indiana

RE: Board of Zoning Appeals Recommendation
December 13, 2016, Public Hearing

Honorable Members:

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

APPEAL #16-48 An appeal submitted by Twin Branch Retail Center LLC and Michelle Hilbert requesting a Use Variance for **2826 Lincolnway East** to permit a tattoo and body piercing studio.

The Board, with a vote of 4-0, recommended approval subject to the following conditions:

1. The tattoo and body piercing studio must comply with all regulations and permitting requirements per Chapter 18-Business Regulations, Article X-Tattoo and Body Piercing Establishments of the City of Mishawaka.

2. There shall be no loitering or disruptive behavior in or around the business. If problems are encountered as identified by the Mishawaka Police Department, and those problems are not corrected, the variance shall be revoked by default.

3. No one under the age of 18 shall be permitted to have art work done to their body unless accompanied by their parent or legal guardian and proof of identification is shown. Identification must include a certified birth certificate.

Respectfully,

Kari Myers

Kari Myers, Administrative Planner
Secretary, Board of Zoning Appeals

cc: Michelle Hilbert

STAFF REPORT

Location: 2826 Lincoln Way East Date: Dec. 13, 2016

Appeal: 16- 48 Prepared By: DJS

GENERAL INFORMATION

Applicant:	Twin Branch Retail Center LLC / Michelle L. Hilbert
Status:	Property Owner / Authorized Representative & Contingent Tenant
Request:	Use Variance to allow a tattoo and body piercing establishment within a vacant commercial building.
Zoning Classification:	C-2 Shopping Center Commercial District
Lot Size:	0.19 acre outlot within the +/-4.8 acre shopping center
Applicable Regulations:	Section 137-325 thru 137-327 / Commercial C-2 District & Section 137-42 (4) / Board of Zoning Appeals - Use Variance

SPECIAL INFORMATION

Area Development Pattern:	North:	C-2 Shopping Center Commercial (Existing Strip Retail/Commercial) & St. Joseph River
	South:	C-7 Auto Oriented Restaurant Commercial (Drive-Thru Restaurants/Burger King & Taco Bell) & C-6 Linear Office Commercial (Office/Attorney)
	East:	C-2 Shopping Center Commercial (Vacant Lot & Transmission Lines for Adjacent Twin Branch Hydroelectric Generation Facility/ I&M Electric Company)
	West:	C-2 Shopping Center Commercial (Parking Lot for Strip Center) & C-1 General Commercial (Hotel/Mishawaka Inn)
Thoroughfare:	Lincoln Way East	
School District:	School City of Mishawaka	
Township:	Penn	
Public Utilities:	Available	
Comprehensive Plan:	General Commercial (Downtown Retail Sales & Shopping Centers)	

ANALYSIS

The Appellant is requesting a Use Variance to allow a tattoo and body piercing establishment within a vacant commercial building at 2826 Lincoln Way East in Twin Branch Plaza. The building is located to the east of Capital Avenue near the Lincoln Way East and Laing Avenue intersection.

The Use Variance is being requested because the City of Mishawaka Zoning Ordinance, per *Section 137-301 (b) (4) Conditional Uses* in the C-1 General Commercial District, states:

Tattoo establishment; provided, however, that it is at least 750 feet away from any residentially zoned land or legal nonconforming residential property, public and private elementary, middle or high school, parks and churches as measured by a line between the nearest lot line of the tattoo parlor.

This means that in order to open a tattoo establishment in Mishawaka the property must be zoned C-1 General Commercial District and meet the separation requirements from the adjacent uses as listed above. The C-1 General Commercial District is the only zoning district in the City that allows a tattoo establishment with the approval of a conditional use.

The proposed use is commercial in nature and would be located in an existing vacant building on the sole outlot within the Plaza. The approximate 6,000 sq. ft. building was originally constructed in 1994 for the Video Watch movie rental business and was most recently occupied by a rent-to-own and short term loan business. The adjacent Twin Branch Plaza strip center, which is currently anchored by Dollar General and Auto Zone, was constructed in 1967 and includes over 37,000 sq. ft. of retail space.

The tattoo and body piercing studio will be an entirely new business and one of two initial businesses operated in the building by the tenant. The studio will be located in the northern portion of the building with a separate entrance facing north toward the strip center. The initial other use will be woman's retail dress shop which is a permitted use in the C-2 Shopping Center Commercial District. An unspecified third use is also being proposed in the building. Any additional use must be a permitted use within the C-2 Shopping Center Commercial District unless approved via a separate use variance.

To comply with the County Health Department regulations, the building will be remodeled so that the studio will be physically separate from the other proposed uses interior to the building. Four tattooing stations will be operated by three experienced local artists with the remaining station to highlight nationally known artists on a rotating basis. A separate body piercing room and biohazard room will also be located within the building per the County Health Department.

The initial hours of operation will be Tuesday thru Saturday from 4:00 pm to 12:00 am (midnight). The tenant will prohibit any patrons from obtaining a tattoo if intoxicated or under the age of 18 without the presence of a parent or legal guardian. All patrons under the age of 18 will be required to show two forms of identification which must include a certified birth certificate.

The Plaza has more than adequate parking for the existing uses in the strip center and proposed uses of the building. Per the current ordinance, off-street parking is required at a ratio of 5 spaces per 1,000 sq. ft. of gross floor area. The main strip center building and outlot building have approximately 43,000 sq. ft. of floor area which would require a total of 215 spaces. Per a review of aerial photography, a total of 146 spaces are provided. Since the main building was constructed in 1967 pre-dating the current parking requirements, the number of spaces provided is considered to be legally non-conforming.

The outbuilding is located in the southeast corner of the Plaza approximately 200 feet to the nearest single family residential use along Lincolnway East. Four other single-family residential lots are located further south on the east side of Laing Avenue across from Taco Bell. The other nearest single-family residential uses are over 600 feet away to the east on Power Drive.

All pertinent City Departments have reviewed and approved the request. The Building Department stated that building permits will be required for the interior remodel and an occupancy permit must obtained prior to occupancy.

RECOMMENDATION

The Staff recommends **approval** of Appeal 16-48 for a use variance to allow a tattoo and body piercing establishment within a vacant commercial building at 2826 Lincoln Way East in Twin Branch Plaza subject to the following conditions:

1. The tattoo and body piercing studio must comply with all regulations and permitting requirements per Chapter 18-Business Regulations, Article X-Tattoo and Body Piercing Establishments of the City of Mishawaka.
2. There shall be no loitering or disruptive behavior in or around the business. If problems are encountered as identified by the Mishawaka Police Department, and those problems are not corrected, the variance shall be revoked by default.
3. No one under the age of 18 shall be permitted to have art work done to their body unless accompanied by their parent or legal guardian and proof of identification is shown. Identification must include a certified birth certificate.

This recommendation is based on the following findings of fact:

1. The approval will not be injurious to the public health, safety, morals, and general welfare of the community because the tattoo studio will be located within a building in an existing commercial plaza and be permitted, operated and managed according to all applicable regulatory codes. Additionally, tattoos have experienced resurgence in popularity and acceptance in recent decades and coupled with advancements in tattoo pigments and ongoing refinement of the equipment used, has led to an improvement in the quality of tattoos being produced.

2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner because the studio will be located in a building that is surrounded by commercial and office development on three sides with vacant undeveloped property on the fourth side. Although the number of parking spaces provided in the plaza is less than what is required per code, adequate parking is available on the Appellant's property for the proposed uses of the building.

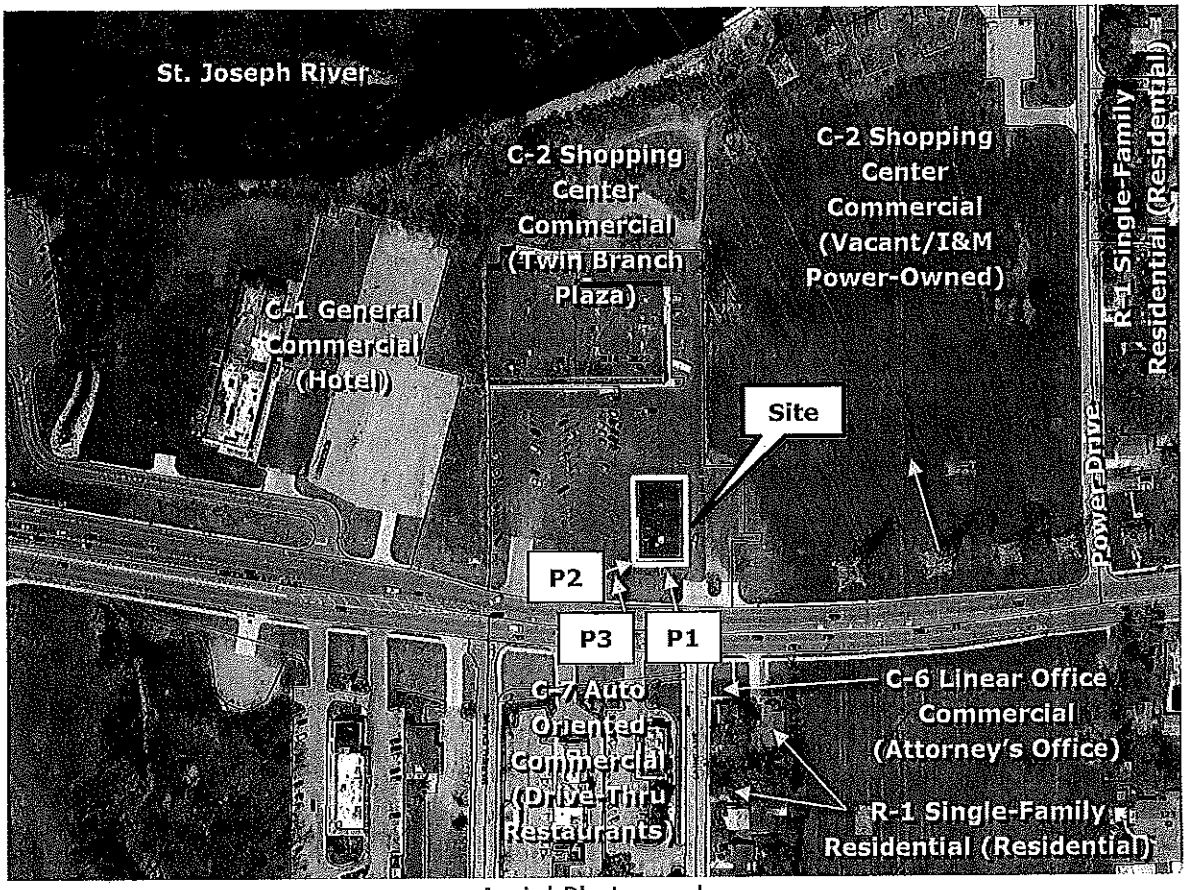
3. The need for the variance arises from some condition peculiar to the property involved in that the location, size and the open nature of the plaza provides an inherent separation between residential and commercial uses.

4. The strict application of the terms of this chapter will result in practical difficulties in the use of the property because tattoo establishments are permitted in C-1 General Commercial zoned properties and only with approval of a conditional use permit. The location of properties zoned C-1 General Commercial that would meet the strict requirements of the code for a tattoo business within the City is almost nonexistent.

5. The approval will not interfere substantially with the Mishawaka 2000 Comprehensive Plan which indicates General Commercial.

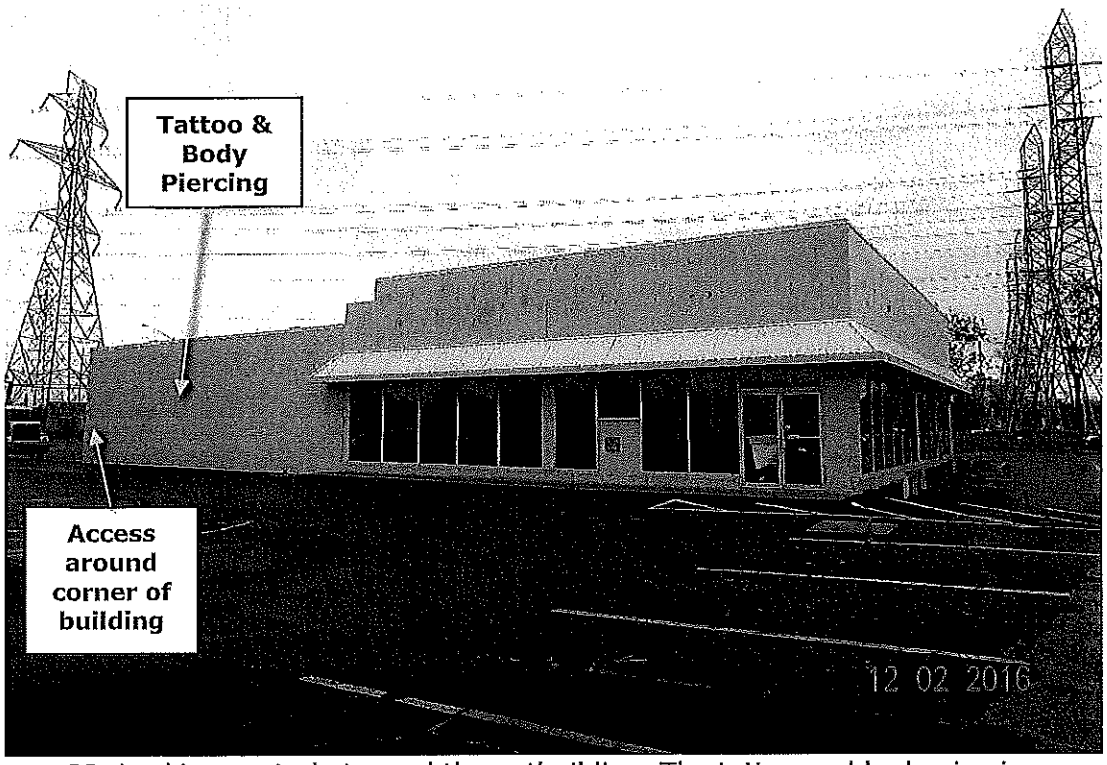
ATTACHMENTS

Aerial, Photographs, Variance Petition, Location Map



Aerial Photograph
2826 Lincoln Way East – Vacant Outbuilding in Twin City Plaza

P1. Looking northerly from Lincoln Way East toward the vacant outbuilding in Twin Branch Plaza.



P2. Looking easterly toward the outbuilding. The tattoo and body piercing studio to be located in the northern part of the building with a separate access to the north (not shown).

P3. Looking northwesterly into Twin Branch Plaza and the adjacent parking area.

THIS IS NOT A FILL-IN FORM, BUT A SAMPLE APPEAL TO BE USED AS A GUIDE WHEN PREPARING YOUR APPEAL

DATE:

TO: Board of Zoning Appeals
City of Mishawaka, Indiana

The undersigned appellant respectfully shows the Board:

1. I, ***Twin Branch Retail Center LLC,*** am the owner of the following described real estate located within the City of Mishawaka, Penn Township, St. Joseph County, State of Indiana, to- wit: 2826 LINCOLN WAY EAST

   (PROVIDE ACCURATE LEGAL DESCRIPTION AND ALSO THE COMMON ADDRESS—A TAX KEY NUMBER IS NOT A LEGAL DESCRIPTION)

2. The above-described real estate presently has a zoning classification of Parcel I: Part of the West Half of the Northwest Quarter of Section 13, Township 37 North, Range 3 East, Mishawaka, Indiana, described as follows: Commercing at the point of intersection of the West line of Section 13, Township 37 North, Range 3 East, with the center line of Lincoln Highway East, a distance of 990.67 feet to a point of curvature in said center line; thence easterly, on a curve to the left having a radius of 309.7 feet, a distance of 122.16 feet to the point of tangency; thence Northeasterly, tangent to said curve, a distance of 270.82 feet to the point of beginning; thence left (North) 83 degrees 33 degrees and on the Westerly line of land heretofore conveyed to George F. Laing and Carrie M. Laing, his wife, to the St. Joseph and Elkhart Power Company (now owned by Indiana and Michigan Electric Company) by Warranty Deed dated July 26, 1902 and recorded July 28, 1902, in St. Joseph County, Indiana, Deed Record 122, at page 482, a distance of 825 feet, more or less, to the low water line of the St. Joseph River; thence Southwesterly following the low water line of the St. Joseph River, to the point of intersection with a line that is 306.14 feet perpendicularly West of and parallel with the said Westerly line of the St. Joseph County and Elkhart Power Company property (now owned by Indiana and Michigan Electric Company); thence South, on said parallel line, a distance of 738 feet, more or less, to a point on the aforementioned curve in the center line of Lincoln Highway East, thence Easterly on said curved center line, a distance of 37.13 feet, to the point of tangency; thence Northeasterly, tangent to said curve, a distance of 270.82 feet to the point of beginning. C-2 Shopping Center Commercial District under the Zoning Ordinance of the City of Mishawaka.

3. ~~Appellant presently occupies *(or proposes to occupy)* the above-described property in the~~ following manner: A women's dress apparel and accessories store and a tattoo and body piercings studio

4. Appellant desires to *(Explain what is proposed that violates the Ordinance.)* have the building and the property zoned for a tattoo studio in addition to the women's retail dress shop.
5. The Zoning Ordinance of the City of Mishawaka requires Currently section 137-326 does not list tattoo establishments a permitted use for the building or property.
6. Explain why strict adherence to the Ordinance requirements would create an unusual hardship. Commercial zoning states a tattoo and body piercing studio is not a permitted use for the building in that district.

7. Answer the following necessary questions for a **USE VARIANCE**:

AP 16-48

RECEIVED
NOV 23 2016
BUILDING, PLANNING
COMMUNITY DEVELOPMENT

(1) Will approval be injurious to the public health, safety, morals or general welfare of the community? *no it will not. All our employees and workers will adhere to the rules and guidelines of the U.S. Occupational Safety and Health Administration (29CFR 1910.1030), the Indiana State Department of Health (410 IAC 1-5), and the St. Joseph County Health Department (County Code 114).*

(2) Will the use and value of the area adjacent to the property included in the variance be affected in a substantially adverse manner? *No, My goal for my business is to project the most professional business image possible. This will happen with contact, follow-up, and follow-through with customers, and surrounding businesses.*

(3) Does the need for the variance arise from some condition peculiar to the property involved? *.Yes the property is zoned, however it is not currently zoned for a tattoo parlor*

(4) Does strict application of the terms of this chapter constitute an unnecessary hardship if applied to the property for which the variance is sought? *Yes it would cause a hardship due to loss profits from the additional uses.*

(5) Will approval interfere substantially with the Mishawaka 2000 Comprehensive Plan? *I believe my small business plan will generate additional consumer traffic and spending which will in turn generate profits and additional tax income for our community and the city of Mishawaka*

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

Signature of Property Owner/Title Holder
Print Name Here

Second Property Owner/Title Holder
Print Name Here

CONTACT PERSON:
Name:
Address:
Day Phone Number:
Fax Number:
Email:

574-850-9162
michelutihbert17@gmail.com.

Michelle L. Hibbert
504 Loveland Pass Ct.
Osceola, In. 46561

Michelle L. Hibbert

Twin Branch Retail Center, LLC 9171 N. Milwaukee Avenue Niles, IL 60714 (847) 663.1170

November 3, 2016

Ref: 2826 Lincolnway East Mishawaka, IN 46544

To Whom It May Concern:

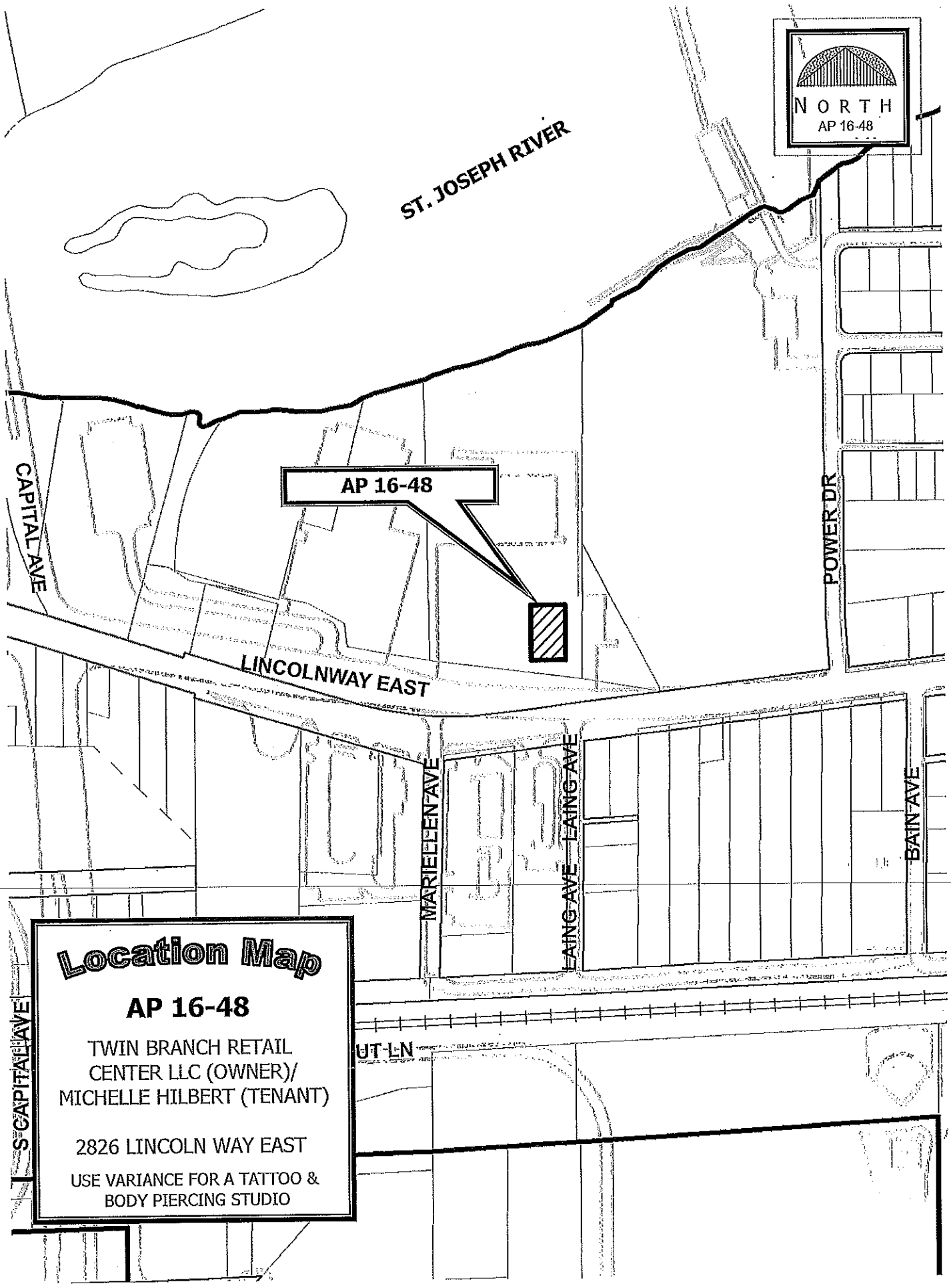
The purpose of this letter is to inform you that the prospective tenant name of Michelle Hilbert show sign of interest on renting the property locate at 2826 Lincolnway East Mishawaka, IN. She is pursuing this rental location to conduct three types of retail businesses where one of them involves in tattoo services. As of the property owner, I am okay with the proposition as long as she meets the guideline of the city codes and possess liability insurance according to the terms of the lease.

If you have any other questions or concerns, I can be reach at 847.663.1170.

Regards,

Haemin Chong
The president, Twin Branch Retail Center, LLC

RECEIVED
NOV 23 2016
BUILDING, PLANNING
COMMUNITY DEVELOPMENT



Location Map

AP 16-48

TWIN BRANCH RETAIL CENTER LLC (OWNER)/ MICHELLE HILBERT (TENANT)

2826 LINCOLN WAY EAST

USE VARIANCE FOR A TATTOO & BODY PIERCING STUDIO

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR **DEPARTMENT OF LAW**

December 14, 2016

Mishawaka Common Council
600 East Third Street
Mishawaka, Indiana 46544

Mr. President and Honorable Members of the Council:

I respectfully request your approval of the attached proposed ordinances, approving the collective bargaining agreements (1) between the City of Mishawaka and the International Association of Firefighters, Local No. 360 and (2) between the City of Mishawka and the International Brotherhood of Teamsters, Local No. 364 (representing the Central Services Department employees).

I am also requesting both first and second readings of the ordinances be made at the Council meeting on Monday, December 19, 2016 in order that the contracts be approved and in effect on January 1, 2017 without the need of a special session of the Common Council.

I plan to attend the meeting to speak in favor of approval and to be available to answer questions at the pre-Council meeting that evening. Feel free to contact me prior to the meeting at 574-258-1702 or at gspiess@mishawaka.in.gov.

Thank you in advance for your consideration.

Sincerely,

Geoff Spiess
Corporation Counsel

RECEIVED
DEBORAH S. BLOCK, MMC
DEC 14 2016
CITY CLERK
MISHAWAKA, IN

Geoffrey D. Spiess
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RECEIVED
DEBORAH S. BLOCK, MMC
DEC 14 2016
CITY CLERK
MISHAWAKA, IN

1st Reading 12-19-16
2nd Reading
Passed
Failed
Continued To

PROPOSED ORDINANCE NO. 2016-38

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF MISHAWAKA AND THE MISHAWAKA FIREFIGHTERS ASSOCIATION LOCAL NO. 360 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL - CIO

WHEREAS, the contract negotiating committees for the City of Mishawaka, Indiana and the Mishawaka Firefighters Association Local No. 360 of the International Association of Firefighters have mutually reached an agreement on amendments to the Collective Bargaining Agreement expiring the 31st day of December 2016; and

WHEREAS, the members of the Mishawaka Firefighters Association Local No. 360 of the International Association of Firefighters have ratified the new Collective Bargaining Agreement and the governing body of said Association has executed the new Agreement on their behalf; and

WHEREAS, on the 13th day of December, 2016, the City of Mishawaka, Indiana, acting by and through its Board of Public Works & Safety, approved the new Collective Bargaining Agreement with Mishawaka Firefighters Association Local No. 360 of the International Association of Firefighters, a copy of which is attached hereto; and

WHEREAS, Ordinance No. 5249 requires all Collective Bargaining Agreements to be approved by the Common Council of the City of Mishawaka.

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

Section 1. The Collective Bargaining Agreement executed the 13th day of December, 2016, effective January 1, 2017, between the Board of Public Works & Safety of the City of Mishawka, Indiana and the Mishawaka Firefighters Association Local No. 360 of the International Association of Firefighters is hereby approved.

Section 2. 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, this 19th day of December, 2016, at _____o'clock _____.M.

_____

Presiding Officer

ATTEST:

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

PRESENTED by me to the Mayor this _____ day of December, 2016, at _____o'clock ____.M.

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

APPROVED by me this _____ day of December, 2016, at _____ o'clock _____.M.

_____
David A. Wood, Mayor

RESOLUTION NO. 2016-09

MISHAWAKA BOARD OF PUBLIC WORKS AND SAFETY

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MISHAWAKA AND THE MISHAWAKA FIREFIGHTERS ASSOCIATION, LOCAL NO. 360 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

WHEREAS, the City of Mishawaka and the Mishawaka Firefighters Association, Local No. 360 have agreed to a Collective Bargaining Agreement for the period of January 1, 2017 to December 31, 2017; and

WHEREAS, such Agreement requires the approval of the Mishawaka Board of Public Works and Safety and the Mishawaka Common Council;

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Mishawaka that:

Section 1. The attached Collective Bargaining Agreement between the City of Mishawaka and the Mishawaka Firefighters, Local No. 360 is hereby approved, and

Section 2. This Resolution shall be forwarded to the Mishawaka Common Council for its review and final action.

ADOPTED by the Board of Public Works of the City of Mishawaka, on this 13th day of December, 2016.

Gary E. West, President

Ronald E. Watson, Vice President

Kenneth Prince, Member

ATTEST:

Kari Myers, Clerk of the Board

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF MISHAWAKA, INDIANA

and

MISHAWAKA FIREFIGHTERS ASSOCIATION

LOCAL NO. 360

OF THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL - CIO

DATED: 1-01-2017 thru 12-31-2017

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EXHIBIT "A" SALARY ORDINANCE

SIGNATURE PAGE

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT entered into on the _____ day of _____, 2016 effective on the 1st day of January, 2017 between the CITY OF MISHAWAKA, INDIANA, hereinafter called "City," and MISHAWAKA FIREFIGHTERS ASSOCIATION, LOCAL NO. 360, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter called "Union," WITNESSETH THAT:

The parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I

Purpose and Definitions

Section 1 - Purpose

The parties enter into this Agreement pursuant to the authority of ordinance Number 1666 passed by the Common Council of the City of Mishawaka on the 6th day of December, 1971. The purpose of this Agreement is to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union in the best interests of the community; to improve the public fire fighting services; and to provide an orderly and equitable means of resolving future differences between parties.

Section 2 - Definitions

(a) City shall include the elected or appointed representatives of the City of Mishawaka, Indiana, including the Fire Chief and Assistant Fire Chiefs.

(b) Union shall include all other firefighters and the officers or representatives of the Union.

(c) When the singular number is used, it shall include the plural.

(d) The term firefighter shall include all sworn firefighters and all civilian firefighter/paramedics unless specified elsewhere in this Agreement.

ARTICLE II

Coverage

This agreement shall be applicable as to all firefighters of the City of Mishawaka, Indiana Fire Department except the Fire Chief and Assistant Fire Chiefs.

ARTICLE III

Recognition

The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department.

The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

The City recognizes the Mishawaka Fire Department as the sole provider of paramedic and ambulance services other than mutual aid agreements.

ARTICLE IV

Rights of Management

Section 1 - General

Except as otherwise provided in this Agreement, or applicable federal or state law, the City in the exercise of its functions of management shall have the right to decide the policies, methods, safety rules, direction of employees, assignment of work, contracting of work, equipment to be used in the operation of the Fire Department, and to determine the hours of work, the right to hire, discharge, suspend, discipline, promote, demote, and transfer firefighters; it is agreed that the enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated. Nothing in this Article shall limit or prevent firefighters' rights to the grievance procedure provided for in this Agreement.

Section 2 - Late to Work Clause

In any twelve (12) month period, a firefighter who has been late five (5) times will be given a warning letter advising the firefighter that the sixth (6th) time late will result in a fine equal in amount to loss of one-half (1/2) day's pay, the seventh (7th) time late will result in a fine equal in amount to loss of one (1) day's pay and the eighth (8th) time late will result in the firefighters referral to the Board of Public Works and Safety for disciplinary action.

ARTICLE V

Dues and Deductions

The City shall deduct, as dues, from the pay of each firefighter from whom it receives a written authorization to do so, the required amount for the payment of Union dues, fees, and assessments. Such sums, accompanied by a list of employees who have authorized such deductions and from whom no deductions were made and the reason therefore, shall be forwarded to the Union Secretary-Treasurer within thirty (30) days after such collections have been made.

All firefighters, covered by this contract, who are not members of the Union, shall pay a monthly representation fee to the Union in an amount equal to the actual cost to the Union of its representation of all unit employees, but in no event to exceed the monthly dues and assessments of Union members. The City shall have no obligation to collect the non-union member representation fee. The Union shall indemnify the City for any costs or expenses arising out of a suit or claim against the City brought by a non-union member relating to this Article.

ARTICLE VI

Union Activities

Section 1 - General

Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any views, grievance, complaint, or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination, or reprisal, except as limited by the laws of the City of Mishawaka, State of Indiana, or the United States of America.

Section 2 - Released Time

Officers and other representatives of the Union shall be afforded reasonable time during working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing grievances, and administrating and enforcing this Agreement; provided, however, if such activities cause the Department strength to fall below the minimum required under this Agreement notwithstanding any provisions herein to the contrary, any firefighter called in to maintain the minimum department strength shall be compensated by receiving two (2) hours off duty without loss of regular pay for each hour actually worked and the call-in guarantee of four (4) hours work for four (4) hours pay shall not apply; provided further, that regardless of the number of such hours actually worked.

Notwithstanding any provisions herein to the contrary, any firefighter with less than or equal to two hundred (200) hours in his compensatory time bank called in to maintain the minimum Department strength shall be compensated by receiving two (2) hours off duty without loss of regular pay for each hour actually worked and any firefighter with more than two hundred (200) hours in his compensatory time bank called in to maintain the minimum Department strength shall be compensated by receiving overtime pay. The Union shall be responsible for maintaining the call-in list and furnishing substitute manpower for firefighters released from duty

under this Article.

Section 3 - Bulletin Boards

The Union shall retain the Bulletin Board rights it now has, including the right to post Union notices or other materials. Such boards shall be identified with the name of the Union and the Union may designate persons responsible therefore.

Section 4 - Meetings

The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Fire Department.

Section 5 - Union Activities

The President and respective representatives of the Union, not to exceed four (4) persons, shall be allowed time off with pay to attend Union conventions and seminars subject to the approval of the Fire Chief or the Board of Public Works and Safety of the City; provided, however, if such activities cause the Department strength to fall below the minimum required under this Agreement notwithstanding any provisions herein to the contrary, any firefighter with less than or equal to two hundred (200) hours in his compensatory time bank called in to maintain the minimum Department strength shall be compensated by receiving two (2) hours off duty without loss of regular pay for each hour actually worked and any firefighter with more than two hundred (200) hours in his compensatory time bank called in to maintain the minimum Department strength shall be compensated by receiving overtime pay. The call-in guarantee of four (4) hours worked for four (4) hours pay shall not apply. The Union shall be responsible for maintaining the call-in list and furnishing substitute manpower for firefighters released from duty under this Article.

ARTICLE VII

Wages

Section 1 - General

The salary schedule attached hereto as Exhibit "A" shall be effective January 1, 2017 and shall be amended from time to time by action of the Common Council of the City of Mishawaka, Indiana.

Section 2 - Overtime Pay

(a) Overtime pay shall be paid to all 56-hour employees of the firefighting division for all work in excess of their regularly scheduled work day (24 consecutive hours) or work week (56 hours in a 6 calendar-day cycle). Such overtime shall be paid at the rate of time and one-half of the employee's prevailing hourly rate, provided, however, that all overtime worked on Sundays and holidays shall be paid at the rate of twice the employee's prevailing hourly rate. Double-time is calculated for any overtime worked between 0700 hrs. on Sundays or a holiday until 0700 hrs. the following day as per Article VIII section 1 (a).

(b) Overtime pay shall be paid to all 40-hour employees for all work in excess of 40 hours per week. Such overtime shall be paid at the rate of time and one-half of the employee's prevailing hourly rate, provided, however, that all overtime worked on Sundays and holidays shall be paid at the rate of twice the employee's prevailing hourly rate.

(c) An employee's prevailing hourly rate shall be determined by dividing their annual salary by 2,912. This calculation shall include the Pension Equalization Plan Payments to the civilian firefighter/paramedics.

(a) (d) Call In Pay. When a firefighter is called in to work partial and/or emergency duty, the firefighter will be guaranteed a minimum of four (4) hours work or four (4) hours pay at overtime rate and any additional fraction of an hour over fifteen (15) minutes shall constitute one (1) hour. When a firefighter is called for a twenty-four (24) hour overtime, the firefighter will be guaranteed twenty-four (24) hours pay at the overtime rate for that day. When a firefighter is

mistakenly offered a prescheduled twenty-four (24) hour overtime, management reserves the right to retract

said offer and that member will be guaranteed four (4) hours overtime pay and regain their original place on the twenty-four hour overtime list.

(f) In the event a firefighter is held over their regular work shift, the firefighter shall receive regular overtime pay in increments of one-half (1/2) hour but shall not be guaranteed a minimum of four (4) hours work or four (4) hours pay. By way of example, if a firefighter is held over thirty-one (31) minutes, the firefighter shall be paid for one (1) hour of overtime at the regular overtime rate.

Section 3 - Overtime Pay for Specialty Positions

(a) The City will keep an updated list of those firefighters taking part in the Water Surface Rescue and Recovery Program, Dive Team Program, Tactical Rescue Team and Mechanics.

(b) All firefighters shall have an equal opportunity to attend special schooling for the specialty programs listed above. Firefighters attending such schooling shall be reimbursed for expenses reasonably incurred in the attendance at such schooling and shall be compensated, as if on duty for attendance at such schooling on the firefighter's regularly scheduled day off.

(e) In the event a firefighter is ordered or subpoenaed and appears during off-duty hours before a court, administrative body, or at the County Prosecutor's Office, pertaining to incidents involving the Fire Department, the firefighter shall receive overtime pay. The firefighter shall receive pay for the actual amount of time spent but not less than two (2) hours at the overtime rate of pay. A firefighter who is the subject of a disciplinary hearing shall not be entitled to the benefits provided in this subsection. The firefighter's overtime will be figured less any compensation received from the Courts, attorneys, insurance companies, or any other third party.

Section 4 – Out of Rank Pay

1. Out of rank pay will be paid to all Firefighters scheduled to ride out of rank according to the following schedule:

Firefighter →Driver	$10
Driver→ Officer	$25
Officer →Higher Ranking Officer	$25
Firefighter→ Officer	$25
Fire Apparatus Assigned →Ambulance	$30

1. Firefighters must be scheduled to ride out of rank for 6 hours or more per shift to qualify for out of rank pay. Any firefighter being scheduled to ride out of rank for less than 6 hours will not qualify for out of rank pay.
2. The two (2) members involved in a trade day will not qualify for out of rank pay. If other members are required to work out of rank due to the trade day, they will be eligible for out of rank pay.

Section 5 - Two Thousand Dollars ($2,000.00) Wage Difference

No more than a two thousand dollar ($2,000.00) wage difference between the rank of 1st class firefighter and the rank of master firefighter shall occur. Said wage difference between these two ranks shall be maintained in future wage agreements.

Section 6 - Pension Equalization Pay for Non 77 Pension plan Members

For those civilian firefighter/paramedics who do not qualify or do not elect to become members of the 1977 pension fund, the pension equalization pay (PEP) will be offered to the employees as additional wages. The PEP shall be payable in twenty-six (26) equal biweekly pay periods with the regular payroll. The annual PEP will be a combination of a base of three thousand three hundred dollars ($3,300) and an additional one hundred dollars ($100) for every full year of continuous service completed by January 1st of each year.

Section 7 – Renegotiation of Wages

It is understood and agreed by the parties hereto that any wage provision contained in this Agreement may be modified at any time by renegotiation with the members of the Common Council of the City of Mishawaka, Indiana. The Common Council and the Union must agree to such renegotiation, and the refusal of either to reopen negotiations for wages shall not be considered a breach of this Agreement or a breach of any other duty or obligation of either.

ARTICLE VIII

Hours of Employment

Section 1 - Work Schedule

(a) The Platoon system shall be a three-platoon system consisting of three shifts. A work day consists of 24 consecutive hours starting at 0700 hours. The regular work schedule of firefighters under this system will be as follows: 24 hours on, 24 hours off, 24 hours on, 24 hours off, 24 hours on, and 96 hours off.

(b) For Fire Marshals, the regular work week shall be thirty-six (36) hours consisting of four (4) days at nine hours per day. Each Fire Marshal shall be entitled to either Monday or Friday off. There shall be no more than three (3) Fire Marshals.

Section 2 - Trading Days

Subject to the approval of the Assistant Chief or the Assistant Chief's designee, and the department being able to meet and maintain minimum manpower requirements, firefighters shall be permitted to voluntarily trade scheduled work and unpicked random days. Random days traded will be used like any other random day would be, with one exception, it does not carry any seniority when a three (3) week posting is necessary. Firefighters will not be allowed to "borrow" time from the City.

Anytime a firefighter is scheduled to work a trade day and is unable to do so, due to injury or extended illness, said firefighter shall make every attempt to cover the shift. The firefighter will send out a department wide email asking for another firefighter to cover the shift, as well as, put out a department wide request for a firefighter to cover the shift on the department's scheduling software in use at the time.

ARTICLE IX

Holiday Schedule

For purposes of this agreement, the holidays shall be as follows:

New Year's Day

New Year's Eve Day

Good Friday

Easter Sunday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Eve Day

Christmas Day

3rd Saturday in August Fallen Firefighter

Any firefighter wishing to observe a moment of silence on Patriot Day may do so, so long as the exercise of such does not interfere with the performance of duties or risk public safety.

ARTICLE X

Vacations and Leave

Section 1 – Vacation Eligibility

(a) All firefighters, except Fire Marshals, will accrue vacation and random time according to the following chart:

VACATION

YEARS OF SERVICE	3 Day(s) (1st Week)	6 (2nd Week)	9 (3rd Week)	12 (4th Week)	15 (5th Week)	18 (6th Week)	Random Days		TOTAL
< 1							Prorated		≤ 4
1	x						4		7
2	x	x					4		10
3	x	x					4		10
4	x	x					4		10
5	x	x	x				4		13
6	x	x	x				4		13
7	x	x	x				4		13
8	x	x	x				4		13
9	x	x	x				4		13
10	x	x	x	x			4		16
11	x	x	x	x			4		16
12	x	x	x	x			4		16
13	x	x	x	x	x		4		19
14	x	x	x	x	x		4		19
15	x	x	x	x	x		5		20
16	x	x	x	x	x		5		20
17	x	x	x	x	x		5		20
18	x	x	x	x	x		5		20
19	x	x	x	x	x		5		20
20+	x	x	x	x	x	x	3		21

(b) After the vacation selection process is completed all remaining random days may be taken in 12 or 24 hour increments.

Section 2 – Vacation Selection

(a) (1) Firefighters may not at any time select a day for vacation or random leave if doing so would reduce the shift strength for that day below the minimum firefighting work force due to other firefighters' vacation and random-leave selections. Firefighters on sick leave shall not be counted in determining shift strength. Firefighters signed up for education leave shall not be counted in determining shift strength until seven (7) calendar days prior to the start of the class, except that firefighters attending a class that lasts longer than fourteen (14) calendar days shall not be counted in determining shift strength.

(2) Each shift will select vacation independent of the other two shifts. Vacations shall be selected on the basis of seniority.

(3) During the first round of selections, firefighters with more than five years of service must select six consecutive work days of vacation (a "two-week vacation"). Firefighters who have completed less than five (5) years of service must select at least four (4) vacation days consecutively, but not more than six (6).

(b) Up to four (4) firefighters per shift shall be eligible on the basis of seniority to select simultaneous two-week vacations without regard to any conflict caused by conditions in scheduling.

(c) Vacation schedules shall be posted by the Fire Department Management by December 1st of each year. Vacation selection shall commence one full cycle after January 1st, and be completed by the end of the 3rd day of that cycle. Each firefighter must be prepared to select their vacation on any day of that cycle, between 0700 and 2000 hours, unless other written arrangements

that do not conflict with the seniority process are made ahead of time with copies going to the Chief or representative and the Union Executive Board. A firefighter who fails to select their vacation during this time will be passed and shall go to the bottom of the vacation selection list. Available days for vacation or random leave are any days beginning between January 2 and January 1 of the following year that the firefighting workforce does not drop below the minimum manpower requirements in Article XIX.

(d) After all firefighters have selected vacations during the first round, the Fire Department Management shall post all days available for firefighters entitled to three or more weeksof vacation or more. During each round of selections after the first round, firefighters may only select up to three workdays per round. Each subsequent selection round will start on the fifth calendar day after the previous round ended (so there will be four calendar days between rounds). After the final vacation-selection round, there will be another round during which firefighters will select one random-leave day based on seniority. All other random-leave days are available on a first-come-first-serve basis.

(a) (e) Any firefighter who splits their two-week vacation in the first round will pick their remaining days from their split two-week vacation as if they were random-leave days (i.e. on a first- come-first-served basis). So if a firefighter chooses to let their vacation become random, they giveup seniority selection rights.

(f) Management shall post a master list in all stations, of all days selected by each firefighter after the normal selection process is completed.

(g) When a firefighter is transferred from one shift to another, after vacations are picked, their vacation pick will transfer with them, within one (1) or two (2) work days of the original pick, with the firefighters having the choice of moving forward or backwards of their original vacation pick, it is also understood that if a contractual day(s) or earned time, that was chosen separately becomes the firefighter's regular day off, due to a transfer, they will have the choice to move that

day forward or backwards. As an alternative, a firefighter may select another day, as long as the day is available and within the same calendar year.

(h) In the event days become available that were not available at the posting of the random day list, those days and only those days will be posted separately at each station and made available to be picked by seniority after a three (3) week posting period. Any firefighter interested in such days must notify management within the three (3) week posting period by signing the posting list at their station. Any days not selected shall be granted on a first come, first serve basis. If a day becomes available within the three (3) week posting period, it shall be posted as set forth above and the firefighter will be notified one (1) shift day prior to the day in question.

Section 3 - Vacation Eligibility – Fire Marshal Division

Vacation time shall inure to the benefit of the Fire Marshal Division based upon their appointment to the Fire Department as follows:

(a) Fire Marshals having completed one (1) year of service, but less than two (2) years, shall receive four (4) work days of vacation.

(b) Fire Marshals having completed two (2) years of service, but less than five (5) years, shall receive eight (8) days of vacation.

(c) Fire Marshals having completed five (5) years of service, but less than twelve (12) years shall receive fifteen (15) work days of vacation.

(d) Fire Marshals having completed twelve (12) years of service, but less than seventeen (17) years of service shall receive twenty (20) work days of vacation.

(e) Fire Marshals having completed seventeen (17) years of service, but less then twenty-five (25) shall receive twenty-six (26) work days of vacation.

(f) All employees assigned as Fire Marshals shall receive 2 random days in addition to their vacation days.

(g) All employees assigned as Fire Marshals will have their vacation selections approved by the Fire Chief.

ARTICLE XI

Seniority, Layoff, Recall and Lateral Transfer

Section 1 – Seniority, Layoff and Recall

(a) Seniority shall be determined by the date of the firefighter's appointment to the Department. If more than one (1) firefighter has the same date of appointment, then seniority shall be determined alphabetically.

(b) A "lay-off" is hereby defined to be a necessary reduction of the work force of the Fire Department. Lay-offs shall be made in the reverse order of seniority; that is, the firefighter with the least seniority shall be laid off first and the firefighter with the most seniority shall be laid off last.

(c) A "recall" shall be an increase of the work force with the Fire Department following a lay-off. Recall shall be by seniority with the firefighter with the most seniority being the first individual to be recalled and the firefighter with the least seniority being the last individual to be recalled.

(d) In the event of a personnel reduction, no new employees shall be hired until all laid off employees are recalled or have refused to return to work.

(e) If any position on the Fire Department presently being performed by a firefighter is performed by a civilian or volunteer help, no firefighter shall be laid off as a result.

ARTICLE XII

Sick Leave

Section 1 – Firefighter

During illness, a firefighter's pay shall continue subject to the right of the Board of Public Works and Safety to require a physician's statement confirming the firefighter's illness and their inability to perform their duties. Medical disabilities shall be determined by the firefighter's pension board. Medical disability for a Civilian Firefighter/Paramedic shall be determined by the City's designated physician.

Section 2 – Work-Related Injury – Civilian Firefighter/Paramedic

The City will provide a disability and income program for civilian firefighter/paramedics. This insurance benefit shall continue in effect until such time as a similar disability insurance program for municipal civilian firefighter/paramedics shall be established and funded by the Federal government, the State of Indiana, or some other governmental agency.

ARTICLE XIII

Funeral Leave

In case of death in the firefighter's immediate family (meaning parent, spouse, grandparent, grandchild, parent-in-law, brother, sister, sister-in-law, brother-in-law, child or stepchild), a firefighter shall receive upon request, two (2) consecutive work days off without loss of regular pay, to make preparations for and attend, the funeral and burial of such relative and to attend to any necessary business or legal matters of the decedent or their estate. In addition, the Fire Chief shall have the right to grant, in appropriate cases and at their sole discretion, additional days off work for funerals.

The same right to funeral leave as set forth above shall be applicable in cases of death to an aunt or uncle of the firefighter, to a firefighter's nieces and nephews, to the aunts, uncles, nieces and nephews of the firefighter's spouse, and the grandparents of the firefighter's spouse. In such instances, the leave shall be only one (1) work day off without loss of regular pay. A firefighter who serves as a pallbearer in any funeral shall be entitled to whatever time off is needed on the day of the funeral to serve as a pallbearer without loss of pay. This does not apply to a firefighter that is on a pallbearers list. For members of the inspection division and the training officers, the days off provided for in the above section shall be three consecutive eight (8) or nine (9) hour work days only.

Funeral leave under this Article XIII shall be taken at the time the death occurs. If a firefighter is on vacation when the death giving rise to the funeral occurs, the firefighter shall not be entitled to take the funeral leave as an extension to their vacation.

ARTICLE XIV

Insurance

Section 1 - Life and Accident

The City shall maintain in effect for each firefighter a life insurance policy of Fifteen Thousand ($15,000.00) Dollars double indemnity.

The City shall also provide a $50,000.00 life insurance policy for each civilian firefighter/paramedic in the event they are killed in the line of duty; provided, however, if federal or state legislation is passed providing such coverage, as in the instance of the police and firemen, then the City need not provide such coverage. Such a policy must include coverage for death by disease contracted in-the-line-of-duty.

Section 2 - Medical and Hospital

The City shall offer medical and hospital care coverage to all firefighters, including those off work due to injury and/or illness, throughout the life of the Agreement complying with the terms included in the Insurance Memorandum attached to this agreement.

ARTICLE XV

Uniform Allowance

(a) The City shall, in addition to all other compensation herein granted, pay each firefighter an annual uniform allowance of:

$1,250.00

to purchase and maintain uniforms as prescribed by the Chief. In consideration of this allowance, the firefighters agree to keep their uniforms in neat, clean and in good repair and to replace all worn out clothing as necessary.

(b) No new items of clothing shall be required unless the Union is in agreement, provided, however, that this paragraph shall not apply to any safety items which may in the future be mandated by IOSHA or OSHA.

(c) The City shall provide and replace damaged protection gear at no expense to the firefighter. Protection gear shall consist of the firefighter's helmet, turnout coat and pants, a protective hood, boots and gloves, and helmet visors. A firefighter must relinquish all damaged protective gear before the City is obligated to replace such gear

ARTICLE XVI

Duties of Firefighters

(a) Firefighters duties shall consist of the following:

(1) All work directly connected with firefighting services, emergency medical services, fire prevention, and public education.

(2) Specialty work including water and aerial rescue services, hazardous material emergency response services, water rescue and recovery, fire protection services in the area of code enforcement and fire and arson investigation.

(3) Keeping all staffed stations and fire department vehicles clean, including performing general-maintenance tasks for the presentable upkeep of station grounds and quarters.

(b) Firefighters shall not be required to perform heavy maintenance work or work which requires special skills, including plumbing, electrical work, and painting; however, a firefighter may voluntarily perform these tasks if qualified.

(c) After all of the duties required under paragraph (a) are performed to the satisfaction of the Fire Chief or representative, firefighters may engage in personal activities which do not interfere with the duties of other members of the fire department.

(d) Firefighters shall not be required to engage in training, schooling or station maintenance on Sundays or on the Holidays listed in this Agreement. Management may provide training on two (2) Saturdays per year, per shift. Any further Saturday training sessions require advance approval by the Union's Executive Board. Management shall provide a minimum of seven (7) days notice prior to each occurrence of Saturday training.

ARTICLE XVII

Strike Prohibition

The Union will not engage in, nor sanction, strike action, slow down, "blue flu," or similar action during the life of this Agreement or any extension thereof. If this Article is violated, the participants shall be immediately subject to discharge as provided in Ordinance Number 1666 of the City of Mishawaka.

ARTICLE XVIII

Joint Safety Committee

Section 1 - Adoption of Safety Program

A joint safety program shall be adopted and enforced by a joint safety committee comprised of an equal number of representatives from the Union and the City.

Section 2 - Special Items of Safety Equipment

The Cascade system or any replacement system shall be tested not less than annually and maintained in good working order and not less than twenty-five (25) self-contained breathing apparatus in good working order shall be provided by the City so that all members of the Fire Department will have at their disposal protection from dangerous gas and smoke.

Section 3 - Fresh Air Tanks

Fresh air tanks shall be tested hydrostatically at least every five (5) years, per code No. DOT 49 CFR.

Section 4 - Testing of Other Items

All aerial ladder, platform trucks and aero chiefs shall be tested, at least once every three (3) years for defects and all defects shall be promptly repaired by the City.

ARTICLE XIX

Department Strength

Section 1 - Minimum Work Force

(a) The minimum work force will be twenty-nine (29) firefighters per day.

(b) Seven (7) firefighters will be allowed off per day. In the event of sickness, vacation, or any other reason whatsoever the work force is reduced below the minimum manning requirement, the Officer in Charge will then refer to the proper overtime list for the next man in line to work.

(c) A minimum of three (3) lead paramedics will remain on duty per shift.

Section 2 - Department Strength

(a) The minimum firefighting work force shift shall be assigned to manning emergency firefighting equipment.

(b) Each pumper truck and aerial/pumper combination truck in service shall run and be manned by at least three (3) firefighters.

(c) Each rescue truck unit in service shall run and be manned by at least two (2) firefighters.

(d) Each paramedic ambulance shall run and be manned by at least one (1) lead paramedic and one (1) advanced EMT.

(e) The City will man and run a minimum of three (3) paramedic ambulances. The City may run a fourth (4^{th}) ambulance only after at least four (4) pumper trucks or aerial/pumper combination trucks are manned by at least four (4) firefighters each. This requirement may be suspended for requested occasions only with the approval of the Union's Executive Board for each occasion.

(f) In the event a rescue truck or aerial truck unit is out of service because of a mechanical breakdown, a reserve engine may be placed in service as a replacement, manned by not less than

two (2) firefighters and used only as a rescue truck or aerial truck unit. Under no circumstances shall the reserve engine be used as a pumper truck unless manned by not less than three (3) firefighters. In the event the reserve engine is used as a pumper truck while manned by less than three (3) firefighters, then the firefighters next in line on the recall list shall be entitled to overtime pay of not less than four (4) hours.

(g) Whenever a reserve pump truck is put in service to take the place of a piece of equipment that is manned normally by two (2) firefighters and enough manpower is available, it shall be manned with three (3) firefighters.

(h) All disabled firefighting motor vehicle equipment, excepting automobiles, shall be repaired and placed back in service as soon as reasonably possible.

Section 3 - Vacancies

(a) The City will make a diligent effort to fill all vacancies in the Fire Department within sixty (60) calendar days after such vacancies occur. In the event a vacancy is not filled within sixty (60) calendar days, the City shall furnish immediately thereafter a written explanation to the Union outlining the reason the vacancy has not been filled.

(b) All vacancies in rank as a result of promotion shall be filled within (30) days.

(c) All vacancies in ranks as a result of a resignation, retirement, or termination will be filled within thirty (30) days, or when the vacating firefighter ceases to receive compensation by the City for hours worked or other time owed, whichever is later. Vacancies will be posted within seven (7) days of action by the Board of Public Works and Safety creating the vacancy.

Section 4 – Driver Operator and Master Firefighter Positions

(a) There shall be not less than thirty (30) firefighters holding the rank of Driver Operator (DO).

(b) All firefighters shall be automatically promoted to the rank of Master Firefighter on or

before the third anniversary of their hire date.

Section 5 – Rank Structure

(a) Effective January 1, 2013, the rank structure will be as follows:

(1) Probationary Firefighter

(2) 1st Class Firefighter

(3) Master Firefighter

(4) Driver Operator

(5) Paramedic

(6) Lieutenant

(7) Fire Marshal

(8) Shift Supervisor

(9) Captain

(10) Battalion Chief

(11) Assistant Chief

(12) Chief

Section 6 – Master Firefighter

Once a firefighter achieves the rank of Master Firefighter or higher, the base pay for such firefighter thereafter shall never be less than that paid to other Master Firefighters, regardless of the subsequent rank of such firefighter. The Board of Safety reserves the right to refuse a request made by a firefighter for voluntary demotion from the rank of Master Firefighter.

ARTICLE XX

Grievance Procedure and Arbitration

(a) A "grievance" is defined to mean any difference that may arise between the parties or between the City and a firefighter employee covered by this Agreement as to any matter involving interpretation, meaning, application or violation of any of the provisions of this Agreement. A "grievant" is defined as any firefighter employee covered by this Agreement, group of firefighter employees or the Union.

1. It shall first be the responsibility of the grievant to reduce the grievance into writing within sixty (60) days after it arises and present it to the Chief.

2. If the grievance is not resolved after a period of seven (7) days after being presented to the Chief or acting Chief, the written grievance shall be presented to the City's Board of Public Works and Safety within ninety (90) days for determination and settlement.

3. If the grievance is not settled by the Board of Public Works and Safety within fourteen (14) days to the satisfaction of the grievant, then the matter may be submitted to arbitration in accordance with the terms and conditions set forth below.

(b) The establishment of this method of arbitration shall not in any way whatsoever be deemed to be a recognition by the City of compulsory arbitration as a superior method of settling labor disputes, but rather shall be deemed to be a recognition solely of the necessity to provide an alternative method or mode of settling labor disputes where employees must, as a matter of public policy, be denied the usual right to strike. Therefore, in the event that the grievant and the City are unable to satisfactorily resolve a grievance before the Board of Public Works and Safety, either party may send written notice of a demand for arbitration to the other party and the dispute shall be submitted to arbitration before an impartial arbitrator selected as provided below.

If within ten (10) days after the notice of the demand for arbitration, the parties are unable to agree upon an arbitrator, then the grievant may request the American Arbitration Association or Federal Mediation and Conciliation Service to submit a panel of names and the selection of the

arbitrator made by alternately striking names from the panel. The impartial arbitrator shall hold hearings upon the issues, make such investigations as shall be deemed necessary to a proper decision and render such decision in writing. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator is authorized to conduct such hearing in an informal manner and without recourse of the technical, common-law rules of evidence required in judicial proceedings. Every person who is a party to such proceeding shall have a right to submit evidence in open hearing and shall have the right of cross-examination. Hearings may be held at any place in the county agreed to by the parties or in the absence of agreement, as determined by the arbitrator.

(c) The arbitrator's fees and necessary expenses of arbitration shall be borne equally by the Union and City. However, it is understood and agreed that such fees and expenses shall not include attorney's fees of either party.

ARTICLE XXI

Savings Clause

If any provision of this agreement, or application thereto to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application of such provisions to other persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

ARTICLE XXII

Indemnification

Section 1 - Claims and Judgments

The City shall indemnify and hold harmless any firefighter from all legal claims, suits, costs and judgments arising out of the acts or omissions of the firefighter arising out of and in the course of the performance of the duties of such firefighter subject to the terms and conditions contained herein. Indemnity shall not be provided in the event any firefighter willfully violates any legal order of a superior officer, the rules and regulations of the Fire Department, or is guilty of gross negligence or of willful or wanton misconduct.

Section 2 - Executions on Judgments

The City shall take such actions as it deems appropriate to forestall the execution of judgment against a firefighter personally and if notwithstanding such efforts by the City, the City will indemnify and hold harmless the firefighter on any judgment covered under Section 1 of this Article subject to terms and conditions contained herein.

Section 3 - Trials

(a) The City shall provide legal counsel of the City's choosing to any firefighter against whom legal action has commenced, within the coverage set forth in Section 1 of this Article.

(b) The firefighter shall have the option to retain their own attorney at their own expense to represent their interests in litigation without any effect on the responsibilities of the City under this Article.

Section 4 - Firefighter's Responsibilities

(a) As a condition precedent to the right of indemnification under this Article, any firefighter desiring indemnification shall:

(1) Tender in writing to the City's attorney a notice of its right to appear and defend any litigation as may result in a judgment covered by this Article and grant to the City the right to make such investigation, negotiation and settlement of any claim as the City deems appropriate.

(2) Give written notice containing the particulars sufficient to identify the firefighter involved and information as to the time, place and circumstances thereof to the City's attorney as soon as reasonably practical following a covered occurrence.

(3) Forward immediately any or all suit papers, demands, notices, summons, complaint or other process received by such firefighter or their representative to the City's attorney.

(4) Cooperate with the City in the conduct, defense or settlement of any legal proceeding and additionally grant the City the right to free access and use of all hospital, medical and doctor's records and reports as to any firefighter's physical or mental condition in the conduct, defense or settlement of any legal proceedings.

ARTICLE XXIII

Specialty Position

A. In recognition of the special and unique services performed by certain firefighters for the City, the City agrees to pay specialty pay to those firefighters who perform the following duties:

1. Advanced Emergency Medical Technician (AEMT).
2. Water Rescue and Recovery.
3. Self-Contained Breathing Apparatus.
4. Mechanics.
5. Firefighter/Paramedic
6. Reserve Firefighter/Paramedic
7. Civilian Firefighter/Paramedic
8. Information Technology (IT)

All specialties will receive a specialty check. Participation in any specialty listed in this article is not mandatory.

B. Definitions.

1. "**Advanced Emergency Medical Technician** (AEMT)" means a firefighter who is certified by the Indiana Emergency Medical Services Commission as an AEMT, and is qualified by the local Medical Control Board to provide advanced life support care. An AEMT is a Firefighter who can perform advanced life support skills, which include, but are not limited to: manual defibrillation, electrocardiogram interpretation, and intravenous injection.
2. "**Water Rescue/Recovery Team**" means those firefighters regularly assigned to the Water Rescue and Recovery Team in accordance with the standard operating procedures currently in effect. Such standard operating procedures shall not be changed except by mutual consent of the City and the Union. "

3. **"Self-Contained Breathing Apparatus Technician"** means those firefighters assigned to maintaining, repairing, testing and all records keeping activities as required by federal and state regulations with respect to self-contained breathing apparatus.
4. "**Mechanics**" means those firefighters assigned to the maintenance and repair of fire suppression vehicles and all other Fire Department mechanical equipment.
5. **"Lead Paramedic"** means a paramedic who has obtained lead paramedic status from the St. Joseph County EMS Committee.
6. "**Firefighter/Paramedic**" means a firefighter who is dually certified as both a firefighter and a paramedic and is assigned to the EMS Division.
7. "**Reserve Firefighter/Paramedic**" means a firefighter who is dually certified as both a firefighter and a paramedic and is assigned to the Suppression Division.
8. "**Civilian Firefighter Paramedic**" means a firefighter paramedic assigned to the EMS Division and receives the PEP compensation.
9. **"Paramedic"** includes Firefighter/Paramedics, Reserve Firefighter/Paramedics, and Civilian Firefighter Paramedics.
10. **"Information Technology" (IT)** means a firefighter who maintains the computer systems within the Fire Department including but not limited to Firehouse software, Mobile Data Terminals, and GPS data.

C. The City agrees to train at least the following number of firefighters for the EMT specialty:

Specialty	Number of Firefighters
EMT-A	10 (annually)
EMT-P	3 (annually)

Training slots for the EMT-A and EMT-P specialty shall be filled by seniority.

D. The City agrees to offer to train at least the following number of firefighters for each of the following specialties:

Specialty	Number of Firefighters
Water Rescue/Recovery Team	12
Water Rescue/Recovery Team Leaders	3
Self-Contained Breathing Apparatus Technician	3
Mechanics	3
IT	2

The City shall train such additional firefighters as may be necessary, from time to time, to maintain the specialty programs listed in this paragraph, provided, however, there are firefighters available who desire to be so trained.

E. If less than the specified number of firefighters enroll to be trained for a particular specialty, then the City shall be obligated to train only those firefighters who have enrolled in a specialty program.

F. If a firefighter withdraws from certain specialty training after the training commences or fails to successfully complete such training for any other reason, the firefighter shall still be counted toward the City's obligation to train a specific number of firefighters for that specialty.

G. The City shall provide all specialty training at no cost to the firefighters who wish to secure the specialty.

H. The City shall establish specialty programs for the specialties set forth in this Article and maintain them for the life of this Agreement and any extensions of this Agreement.

I. Specialty pay shall be prorated to the date of acquiring the specialty. The following specialty pays are established:

Specialty		
Water Rescue/Recovery Team	$	950.00
Water Rescue/Recovery Team Leaders (3)	$	1050.00
Self-Contained Breathing Apparatus Technician	$	1,000.00
Mechanics	$	2,500.00
IT	$	1,500.00

The following specialties shall be paid on a two (2)-tier schedule.

Tier 1 is awarded for certification (and maintenance of certification). Tier 2 is awarded upon completion of 50 scheduled days on an ambulance in a given calendar year (November 1 through October 31 of the following year).

Specialty	Tier 1	Tier 2
AEMT	$1000.00	$3000.00
Paramedic	$2000.00	$4000.00
Lead Paramedic	$4000.00	$6000.00

J. If a firefighter is required to attend off-duty training or certification classes in order to achieve specialty status and gives prior notice to the Fire Chief, or representative, the firefighter shall be reimbursed for each hour of necessary off-duty training at the applicable overtime rate. All specialty programs shall be operated strictly in accordance with the standard operating procedures presently in effect. Once in effect, such standard operating procedures shall not be changed except by mutual agreement between the Union and the City.

K. If a firefighter is required to attend off-duty training or certification classes in order to maintain specialty status and gives prior notice to the Fire Chief, or representative, the firefighter shall be reimbursed for each hour of necessary off-duty training at the applicable overtime rate.

L. If at any time within ten (10) years of receiving such training a firefighter loses his or her paramedic certification or leaves employment of the City of Mishawaka's Fire and EMS Department, the firefighter agrees to reimburse the City for costs associated with paramedic training on a pro rata basis. After completing seven (7) years assigned to an ambulance, an individual may request in writing to the Chief to be assigned to a fire-suppression vehicle. The firefighter making the request will have first priority for the next available fire-suppression-vehicle opening. Management will accommodate requests for transfer from full-time ambulance duty prior to seven (7) years, subject to manpower restrictions.

ARTICLE XXIV

Job Posting

In the event of an opening or vacancy within the Mishawaka Fire Department, the Chief will post the opening or vacancy for bids at all fire stations. The posted openings or vacancy shall remain open for bids for a period of ten (10) days. Any firefighter wishing to bid for such opening or vacancy shall sign the job posting sheet and complete required forms.

ARTICLE XXV

Pay Days

Section 1 - Pay Period

Firefighters shall be paid bi-weekly, (every other Friday).

Section 2 - Additional Pay Periods

All other pay shall be dispersed by the City as follows:

(a) Uniform allowance pay will consist of four (4) equal and separate checks payable quarterly on or before the first (1st).

(b) If a regular pay day falls during a firefighter's vacation, the firefighter shall receive their pay check in advance prior to going on vacation, providing they make a written request for their check two (2) weeks in advance to the person responsible for Department payroll.

(c) Payment of Specialty Pay. All specialty pay shall be paid in a lump sum as part of the last pay in November of each year.

ARTICLE XXVI

Training New Firefighters

Upon commencement of employment, a firefighter shall not be considered part of the firefighting work force until having received at least one hundred eighty-nine (189) hours of on-the-job training. Training will be performed Monday through Friday, except for firefighters to attend Recruit Fire Academy events scheduled on Saturdays.

ARTICLE XXVII

Emergency Leave

Firefighters shall have the privilege of leaving the fire station for immediate family emergencies. In such cases, the following guidelines must be followed as closely as possible;

(a) Firefighter must notify the officer in charge of the emergency.

(b) Firefighter must call officer in charge within the first two (2) hours and give their status as to if he will be returning to work in the next two (2) hours.

(c) Once the emergency is taken care of and the firefighter's presence is no longer needed, they shall return to work.

(d) The officer in charge will call in overtime if below the minimum manpower and it is determined that the firefighter on emergency leave will not be returning to work within the four (4) hour time frame set forth above.

e) Any added days needed, the firefighter is required to make their own arrangements, such as, to trade days, take vacation days, or arrangements made through the Chief.

ARTICLE XXVIII

Overtime Call-In Procedure-Suppression

Section 1 - Purpose of Article

(a) For regular overtime to maintain Article XIX, Section 1, for twenty-four (24) hour, partial, and order in overtime.

(b) Overtime is to be offered to firefighters in a uniform manner of rotation based on last date of accepted overtime. A master overtime list will be maintained by the Officer in Charge for twenty-four (24) hours, partial, and ordered to work overtime

(c) Overtime will be managed by an automated system agreed upon by Union and Management.

(d) In the event of a disagreement on which automated system to use or of automated technology failure, the Officer in Charge will default to manual calling of overtime based on last accepted overtime date.

Section 2 - Call-In Procedure

(a) All members will be defaulted as not available for overtime, except for the ordered to work list, where all members will be defaulted to available. Each member will be responsible to log into the automated system and mark the dates they would be available for overtime. You are not required to accept the overtime if it is offered, however, members are encouraged to only mark themselves available the dates they would accept overtime.

(b) Overtime will be managed from three (3) lists of the members that mark themselves available each day: twenty-four (24) hour, partial, and ordered to work.

(c) If an available overtime slot is for a Lead Paramedic position, it must be designated as such during the overtime call in procedure and filled before other overtime can be filled.

(d) All twenty-four (24) hour overtime slots will be filled before partial overtime slots. A partial overtime is any overtime that originates as less than twenty-four (24) hours and will be filled from the partial overtime list.

(e) If a member is working a partial overtime slot and another partial overtime slot becomes available during that day, the member working the partial overtime will have the option to extend their partial overtime to fill the new partial overtime slot that is needed. If that member declines to work the new partial overtime slot, a new call out for partial overtime will begin.

(f) Members will have the option to accept the 24 hour overtime slots as noted: 24 hours, first 12 hours, second 12 hours, decline. Overtime that originates as a twenty-four (24) hour overtime will continue to be filled from the twenty-four (24) hour overtime list. (i.e., if a member accepts twelve (12) hours of a twenty-four (24) overtime slot, the remaining twelve (12) hours will continue to be filled from the twenty-four (24) hour overtime list.)

(g) Members will maintain their place on the overtime list if they turn down an offer to work overtime. When a member accepts an overtime assignment they will be placed at the bottom of the overtime list.

(h) Each member will have the option of being contacted via phone call, text message, or email.

(i) The automated system will wait 5 minutes between contacting members to allow for that member to respond before moving on to the next member on the list. After the initial contact, the overtime may be accepted until secured.

(j) Each shift Officer in Charge will secure their own shift overtime needed for the next shift day.

(k) If a member calls in sick creating a need for an overtime slot, that slot will be filled as soon as possible by the Officer in Charge.

(l) If an overtime slot is not able to be secured from the list of members available, the automated system will send out a master overtime request to all members on the department. The first person to respond to that request will be awarded that overtime. That member will then be moved to the bottom of the list.

(m) If after the master overtime request, the overtime slot is still not secured, the Officer in Charge may "order" someone to work the vacancy. The Officer in Charge shall maintain an "ordered to work" record and shall rotate this duty equally among all Fire Department personnel. Ordered to work shall be offered by reverse seniority. Any firefighter that is ordered to work shall maintain their place on the voluntary overtime list and be moved to the bottom of the "ordered to work" list. Any employee that is "ordered to work" overtime shall only be mandated to work 12 hours maximum as a result of that "order to work". Members cannot be "ordered to work" if it coincides with a vacation day, random day, or SC day.

(n) If there is a need for "Emergency Overtime" during a multi alarm incident, the Officer in Charge will send out an "Emergency Overtime" request via the automated system to all members of the Fire Department. Members can accept this "Emergency Overtime" on a first come first serve basis. Members who accept this "Emergency Overtime" will not be moved on the voluntary overtime list.

(o) If there are not the required number of Lead Paramedics assigned to the ambulances per shift and an overtime slot is needed, that overtime slot will be offered to Lead Paramedics before any Lead Paramedic not assigned to an ambulance is moved to an ambulance. If no Lead Paramedic accepts the overtime slot, the Officer in Charge may then move the non-ambulance assigned Lead Paramedic to an ambulance and fill the overtime slot with another member. This is to be done before ordering a Lead Paramedic to work.

ARTICLE XXIX

Bill of Rights

All firefighters who are members of the bargaining unit on full-time active duty shall be entitled to the protection of what shall hereafter be termed as the "Mishawaka Firefighters Bill of Rights."

1. All firefighters shall have the right to Union representation selected from a list prepared by the Union during any interview or questioning involving a disciplinary matter.

2. When for any reason any firefighter is under investigation by the city for conduct which results in dismissal, criminal charges or suspension for more than five (5) days (40 hours) the following rules are hereby established and shall be followed to insure such investigations are conducted in a manner conducive to public confidence, good order and discipline while, at the same time, observing and protecting the individual rights of each firefighter:

(a) Advance Notice - Prior to being interviewed, a firefighter shall be:

(i) Informed in writing of the nature of the investigation; informed of other information necessary to reasonably apprise them of the nature of the allegations of the complaint, including the date, time and location of the occurrence;

(ii) If prior to or at any time during the interrogation of a firefighter, it is determined that he may be charged with a criminal offense or be suspected of being implicated in a criminal offense, they shall be immediately informed of their constitutional rights and the investigation shall be terminated unless the firefighter chooses to waive their constitutional rights of self-incrimination;

(iii) Afforded an opportunity and facilities to contact and consult privately with an attorney of their choosing and/or representative of the Union;

(iv) Whenever a delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not an issue, advance

notice shall be given the firefighter not less than twenty-four (24) hours before the initial interview commences or written reports are required from the firefighters.

(b) Interview Safeguards - Any interview of a firefighter shall be when the firefighter is on duty unless the seriousness of the complaint dictates otherwise.

(i) Interviews shall take place at the firehouse facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.

(ii) The firefighter may have a Union representative and/or attorney present to witness the interview. However, the interview may not be unduly delayed awaiting an unavailable Union representative when other Union representatives are available.

(iii) An attorney or representative chosen by the firefighter must be, depending upon the seriousness of the investigation and the need for immediate action, available within a reasonable period of time and under no circumstances will any interrogation session be delayed more than twenty-four (24) hours because of the unavailability of the attorney or representative chosen by the firefighter. However, no matter how extreme an emergency exists, no interrogation shall take place until the firefighter shall be given a minimum of three (3) hours to obtain the services of a representative and/or attorney.

(iv) During the interrogation of the firefighter, the attorney or representative shall not make any statements or objections of any kind to the investigator nor will they in any way impede the interrogation but will restrict their remarks to conferring with the firefighter. The representative's failure to object to a question shall not constitute a waiver of their ability to later object to any questions asked.

(v) Interviews shall be done under circumstances free of intimidation or coercion and shall not otherwise violate the firefighter's constitutional rights. The firefighter shall not be subjected to offensive or abusive language. No promise or reward shall be made as an inducement to answer questions.

(vi) Interviews shall not be overly long. The firefighter shall be entitled to

reasonable intermissions as they shall request for personal necessities, telephone calls, rest periods, with one (1) ten (10) minute intermission every hour, if they request.

(vii) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject of the investigation.

(viii) Investigations shall be concluded without delay.

(c) Charges Filed

(i) The firefighter will be furnished with a copy of the summary report of the internal investigation which will contain all material facts of the matter.

(ii) The firefighter will be furnished with the names of all witnesses and complainants who will appear against the firefighter and/or whose statements will be used against them.

(d) Resulting Disciplinary action

(i) When the investigation results in a determination of a sustained complaint, only the findings will be placed in the firefighter's personnel file, unless the firefighter requests inclusion of the complete record.

(ii) No dismissal, demotion, or other punitive measures shall be taken against the firefighter unless they are notified of the action and a reason for such action prior to the effective date of such action.

3. Personal Privileges

(a) No firefighter shall be required for purposes of assignment or other personnel action to disclose any item of their property, income, assets, source of income or personal or domestic expenditures including those of any member of their family, unless such information is obtained pursuant to proper legal process or tends to indicate a conflict of interest with respect to the performances of their official duties.

(b) No firefighter shall have their residence, private place of business, if any, private

vehicle or locker space assigned to them by the Fire Department searched unless a valid search warrant is obtained or they voluntarily agree to such search.

(c) No member of the immediate family of the firefighter shall be required to give a statement to the investigator and prior to requesting any member of the immediate family of the firefighter to give a statement, the firefighter shall be given notice of such intended request and the firefighter shall be given an opportunity to confer with that family member before that family member shall be asked to give a statement.

4. Political Activities - No firefighter shall be prohibited from engaging in political activities except when on duty.

5. Polygraph Examinations - A firefighter under investigation shall not be required to take a polygraph examination unless their accuser or accusers agree to take such a polygraph examination, and have taken such examination prior to the firefighter being asked to take such examination: provided, however, anything in this Article to the contrary notwithstanding, none of the charts, conversations, discussions, questions or results derived from such polygraph examination shall be used against such firefighter in any civil or criminal proceeding. In the event the polygraph examiner desires to question the firefighter after the polygraph test has been administered, the examiner shall first advise the firefighter of their rights in writing and if the firefighter waives in writing their rights, then any statements made by such firefighter may be used against such firefighter.

6. Drug-Free Workplace – Firefighters shall be subject to the provisions of the City's Drug-Free Workplace Policy as such policy exists as of the date of this Agreement. However, a firefighter shall not be required to submit to any such tests in regard to any occurrence at a time when the firefighter, while off duty, was compelled to take immediate firefighting action in response to an emergency situation. The City shall agree to train firefighters on Drug-Free Workplace Policy prior to implementation, and will also train new hires as needed. The Union

President will be notified at any time a firefighter is selected for a random test of any kind.

7. Maintenance of Records

(a) Complaints investigated by the Department shall be handled in the following manner by classification:

(i) Unfounded, exonerated, and non-sustained complaints shall be destroyed upon the resolution of the matter, with the firefighter who is the subject of the complaint having a right to be present during the destruction, if they so desire. Said firefighter shall be informed of the proposed destruction before it takes place.

(ii) Sustained complaints may be kept in the personnel file for a period of three (3) years at the end of which time they shall be destroyed, in the presence of the firefighter who is the subject thereof, if they so desire, provided, however, the personnel file shall nevertheless contain a summary record of discipline setting forth the appropriate dates, charges, findings and penalty imposed.

(b) A firefighter shall have the opportunity, at a reasonable time during office hours, to review their active file and any closed investigative file in which they were the accused. In the event there is any comment adverse to their interests in their personnel file, the officer shall have the right to file a written response thereto, which written response shall be attached to said adverse comments; and, additionally, they shall have the right to file a grievance in regard to any such matter which is of such gravity that it could affect their promotional opportunities, which grievance shall then be processed in accordance with grievance procedures.

(c) Any firefighter who is reprimanded in any way, either orally, in writing, by suspension, deprivation of overtime or any other benefits, or disciplinary action in any way, shall have the right of appeal as provided by law.

ARTICLE XXX

Call in Emergency Duty

Section 1 - Emergency Call In As Defined by Officer In Charge

(a) The Officer in Charge will determine the need to call in the appropriate number of personnel for the specific emergency. The Officer in Charge or his/her designee will be in charge of securing the necessary emergency personnel. All call records will be maintained and recorded into the appropriate overtime list.

(b) The City will work towards a system that, when it is made available, the Officer in Charge will use a computer generated system to send out a mass contact of all firefighters using any or all methods of phone, mobile phone, text, or e-mail. The firefighters making contact with dispatch or the Officer in Charge on a first come first serve basis will be awarded the emergency overtime and must report as soon as possible. Once all necessary positions have been filled another mass contact will be sent out to cancel the emergency contact process. All firefighters must provide at least one working phone contact number at all times for the purpose of emergency call in but may also provide as many contact methods as possible voluntarily.

(c) Each firefighter making contact back will be told where the Emergency is and where to report.

ARTICLE XXXI

Specialty Teams

All specialty teams shall be operated strictly in accordance with each program's the Standard Operating Procedure (S.O.P.), in effect as of the date of this Agreement. An S.O.P. relating to a specialty team shall not be changed except by mutual agreement between the Union and the City.

ARTICLE XXXII

Termination of Employment

Upon the termination of a firefighter's employment with the City, the firefighter shall receive all benefits under this contract, pro rated to the last day of their employment. Clothing allowance will be pro rated by the months worked each quarter. When a firefighter leaves employment with the City for whatever reason, accrued vacation days or leave day shall be taken as time off provided, or paid for these days. However, if the firefighter is dismissed for cause, then the firefighter shall be paid for any accrued vacation time.

ARTICLE XXXIII

Retiree Health Insurance

Each retired firefighter of the City of Mishawaka Fire Department shall be eligible for health coverage or credit according to the parameters set forth by ordinance of the City.

ARTICLE XXXIV

Duration

Section 1 - Duration

This Agreement shall be in effect January 1, 2017, following approval by the Union, resolution of the Board of Public Works and Safety and ordinance of the Common Council of the City of Mishawaka, and shall remain in force and effect to and including the 31st day of December, 2017.

Section 2 - Future Negotiations

The parties agree that commencing not later than June 1st, 2017, they will undertake negotiations for a new collective bargaining agreement.

Section 3 - Renegotiation and Amendment

Notwithstanding any provision herein to the contrary, it is understood and agreed by the parties hereto that any provision contained in this Agreement may be amended at any time by the mutual agreement of the parties hereto.

Section 4 - Relations to Rules and Regulations

This Agreement shall supersede any rules and regulations inconsistent herewith, provided, however, rules and regulations not inconsistent with this Agreement may be adopted and promulgated by the Board of Public Works and Safety of the City of Mishawaka pursuant to Indiana statute.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives in Mishawaka, Indiana, this ____ day of _____, 2016.

CITY OF MISHAWAKA, INDIANA
BOARD OF PUBLIC WORKS AND SAFETY

_____
Gary E. West, President

_____
Ronald E. Watson, Vice President

_____
Kenneth B. Prince, Member

MISHAWAKA FIREFIGHTERS ASSOCIATION LOCAL NO. 360 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO

_____
James Elliott, President

_____
Dave Richards, Vice President

_____
Jason Brandenburg, Secretary Treasurer

_____
Mark Ryan, Recording Secretary

_____
Jeff Hums, Committee Member

_____
Josh Jester, Committee Member

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives in Mishawaka, Indiana, this 17th day of December, 2016.

CITY OF MISHAWAKA, INDIANA
BOARD OF PUBLIC WORKS AND SAFETY

Gary E. West, President

Ronald E. Watson, Vice President

Kenneth B. Prince, Member

MISHAWAKA FIREFIGHTERS ASSOCIATION LOCAL NO. 360 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO

James Elliott, President

Dave Richards, Vice President

Jason Brandenburg, Secretary Treasurer

Mark Ryan, Recording Secretary

Jeff Hunts, Committee Member

Josh Jester, Committee Member

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR **DEPARTMENT OF LAW**

December 14, 2016

Mishawaka Common Council
600 East Third Street
Mishawaka, Indiana 46544

Mr. President and Honorable Members of the Council:

I respectfully request your approval of the attached proposed ordinances, approving the collective bargaining agreements (1) between the City of Mishawaka and the International Association of Firefighters, Local No. 360 and (2) between the City of Mishawka and the International Brotherhood of Teamsters, Local No. 364 (representing the Central Services Department employees).

I am also requesting both first and second readings of the ordinances be made at the Council meeting on Monday, December 19, 2016 in order that the contracts be approved and in effect on January 1, 2017 without the need of a special session of the Common Council.

I plan to attend the meeting to speak in favor of approval and to be available to answer questions at the pre-Council meeting that evening. Feel free to contact me prior to the meeting at 574-258-1702 or at gspiess@mishawaka.in.gov.

Thank you in advance for your consideration.

Sincerely,

Geoff Spiess
Corporation Counsel

RECEIVED
DEBORAH S. BLOCK, MMC
DEC 14 2016
CITY CLERK
MISHAWAKA, IN

Geoffrey D. Spiess
Corporation Counsel
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Deputy City Attorney
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Mishawaka, Indiana 46545
(574) 243-4100
fax: (574) 232-9789

1st Reading 12-19-16
2nd Reading
Passed
Failed
Continued To

RECEIVED
DEBORAH S. BLOCK, MMC
DEC 14 2016
CITY CLERK
MISHAWAKA, IN

PROPOSED ORDINANCE NO. 2016-39

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDED AGREEMENT BETWEEN THE CITY OF MISHAWAKA AND THE EMPLOYEES OF THE CENTRAL SERVICES DEPARTMENT, REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 364

WHEREAS, the contract negotiating committees for the City of Mishawaka, Indiana and the International Brotherhood of Teamsters Local No. 364 have mutually reached an agreement on amendments to the Collective Bargaining Agreement expiring the 31st day of December 2016; and

WHEREAS, the members of the International Brotherhood of Teamsters Local No. 364 have ratified the new Collective Bargaining Agreement and the governing body of said Association has executed the Agreement on their behalf; and

WHEREAS, on the 13th day of December, 2016, the City of Mishawaka, Indiana, acting by and through its Board of Public Works & Safety, approved the amended Collective Bargaining Agreement with the International Brotherhood of Teamsters Local No. 364, a copy of which is attached hereto; and

WHEREAS, Ordinance No. 5249 requires all Collective Bargaining Agreements to be approved by the Common Council of the City of Mishawaka.

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

Section 1. The amended Collective Bargaining Agreement executed the 13th day of December, 2016, effective January 1, 2017, between the Board of Public Works & Safety of the City of Mishawka, Indiana and the International Brotherhood of Teamsters Local No. 364 is hereby approved.

Section 2. 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, this 19th day of December, 2016, at _____o'clock _____.M.

_____

Presiding Officer

ATTEST:

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

PRESENTED by me to the Mayor this _____ day of December, 2016, at _____o'clock ____.M.

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

APPROVED by me this _____ day of December, 2016, at _____ o'clock _____.M.

_____
David A. Wood, Mayor

RESOLUTION NO. 2016-10

MISHAWAKA BOARD OF PUBLIC WORKS AND SAFETY

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MISHAWAKA AND EMPLOYEES OF THE MISHAWAKA CENTRAL SERVICES DEPARTMENT – REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 364

WHEREAS, the City of Mishawaka and the International Brotherhood of Teamsters, Local No. 364, representing member-employees of the Mishawaka Central Services Department, have agreed to a Collective Bargaining Agreement for the period of January 1, 2017 to December 31, 2020; and

WHEREAS, such Agreement requires the approval of the Mishawaka Board of Public Works and Safety and the Mishawaka Common Council;

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Mishawaka that:

Section 1. The attached Collective Bargaining Agreement between the City of Mishawaka and the International Brotherhood of Teamsters, Local No. 364 is hereby approved, and

Section 2. This Resolution shall be forwarded to the Mishawaka Common Council for its review and final action.

ADOPTED by the Board of Public Works of the City of Mishawaka, on this 13th day of December, 2016.

Gary E. West, President

Ronald E. Watson, Vice President

Kenneth Prince, Member

ATTEST:

Kari Myers, Clerk of the Board

ARTICLES OF AGREEMENT
THE CITY OF MISHAWAKA CENTRAL SERVICES DEPARTMENT
AND TEAMSTERS LOCAL UNION NO. 364
1-1-17 through 12-31-20

THIS AGREEMENT is between the CITY OF MISHAWAKA (the Employer) Teamsters Local No. 364 (the Union).

The Employer and the Union desire to establish and maintain sound labor relations, to facilitate the peaceful adjustment of grievances which may arise between the Employer and its employees, to promote safe and efficient operation of the department, and to strive for a high standard of workmanship in the Department.

ARTICLE 1
RECOGNITION, UNION SHOP AND CHECK-OFF

Section 1.

A. No unit employee shall be required to become a member of the Union as a condition of employment or continued employment, and the parties agree that there shall be no discrimination by either the Employer or the Union against any unit employee because of membership or non-membership in the Union.

B. It is recognized and agreed that unit employees may or may not join the Union in accordance with the desires of individual employee.

C. It is further recognized that the Union, as the exclusive representative of all unit employees, regardless of whether the individual employees are Union members or not, owes the same duty of representation to all unit employees and agrees to provide such services to all unit employees; therefore, all unit employees shall, within ninety (90) days of the date of hire, pay a collective bargaining contract administration fee to the Union in an amount equal to the actual cost incurred by the Union for its representation of all unit employees, but such amount shall not exceed the monthly dues assessed Union members. The Union further agrees that no portion of the employee union dues or service fee assessments shall be used or expended for the support of political campaigns of individual, local, state, or national political candidates for public office, nor shall any union dues be used for this purpose.

D. The Employer shall deduct from the pay due all employees in the bargaining unit covered by this Agreement one month's union dues or service fee each alternate pay period not exceeding an amount certified by the Union and shall forward such dues and service fees to the Financial Secretary of the Union not later than the tenth (10^{th}) day of the following month; provided, however, the employee has signed a written wage assignment. Such wage assignment shall continue in effect for the duration of this contract or until receipt by the Employer of a written notice of revocation of such order by the employee.

E. The Employer shall not be held liable for not collecting union dues or service fees for any month in which the employee receives (after deduction) pay less than the amount of such dues or service fees.

F. In the event an employee is receiving advance pay, such employee's union dues or service fees shall be deducted from that pay.

G. Union dues and service fees shall be authorized only during the existence of this Agreement.

ARTICLE 2
DEFINITIONS

The following definitions are a part of this Agreement:

A) **Advance Pay** -- Any compensation earned by an employee that is paid one (1) to three (3) days before that employee's vacation leave period begins.

B) **Bargaining Unit** -- All employees of the Mishawaka Central Services and Sewer Departments who are represented by the Union for collective bargaining purposes.

C) **City** -- Shall mean the Civil City of Mishawaka.

D) **Classification** -- Means any grouping of employees with similar job duties and with the same rate of pay.

E) **Compensatory Time** -- Means paid time off, which is accrued for overtime hours actually worked at the rate consistent with overtime pay.

F) **Employee** -- All persons employed full-time by the City of Mishawaka Central Services Department, except department heads, supervisors, professional people, general foremen, part-time employees, temporary employees, office manager, and clerical personnel.

G) **Full-time Employee** -- An employee who works at least forty (40) hours per week and for more than five (5) consecutive months in a calendar year.

H) **Immediate Family** -- Means father, mother, sister, brother, spouse, child, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-father, step-mother, step-children, or other person residing in the same household of the affected employee.

I) **Project Coordinator** – a bargaining unit employee who will help plan and arrange the work flow of a specific project assigned to them. Acceptance of the Project Coordinator assignment is voluntary.

J) **Holiday Rate** – Employee's regular pay plus double time.

K) **Overtime** -- Any hours worked beyond the eight (8) hour workday or beyond the forty (40) hour workweek.

L) **Part-time Employee** -- An employee that works less than forty (40) hours per week and for more than five (5) consecutive months in a calendar year.

M) **Probationary Employee** -- A newly hired full-time employee who has worked for less than 91 calendar days. Such employee will be on probation for a period of 90 calendar days from the date of hiring unless the parties mutually agree to extend the probationary period and may be laid off or discharged during this period without recourse to this Agreement. After an employee's probationary period ends, the employee shall become a regular full-time employee and shall be subject to all the terms and conditions of this Agreement. Probationary employees shall not pay union dues or service fees until they become regular full-time employees.

N) **Pyramid** -- Means compensating an employee twice for the same hours worked or compensating them at an amount equal to twice the permissible holiday or premium rates. Pyramiding does not include compensation for work performed on a holiday.

O) **Reckless Misconduct** -- An employee engages in reckless misconduct when he intentionally does an act, or intentionally fails to do an act in violation of his duty that creates an unreasonable risk of danger to others.

P) **Shift Differential** -- A certain hourly pay rate increase for employees who work the second or third shift.

Q) **Supervisor** -- Any employee who is part of management and not a member of the bargaining unit.

R) **Temporary Employee** -- An employee who works full-time or part-time but for less than five (5) consecutive months in a calendar year.

S) **Minor Violations** -- those violations which are disciplinable with verbal or written warnings.

T) **Major Violations** -- those violations which are disciplinable with time off.

U) **Occurrence (attendance)** -- means a failure to punch in or out, a late arrival, an early leave, or an absence that is not paid or excused in accordance with the terms of the Collective Bargaining Agreement.

V) **Occurrence (disciplinary)** -- means a verbal warning, written warning, suspension or discharge for a violation of the Department's policies, procedures, rules and regulations.

ARTICLE 3
RIGHTS OF MANAGEMENT

1. Nothing in this Agreement shall permit or authorize the Union or any of its members to officiate in management or in a supervisory capacity. It is agreed that the Employer will not use this prerogative for the purpose of discrimination against the Union.

2. Except where specifically restricted in this Agreement, the parties agree that the Employer shall possess all the customary prerogatives of management including, but not limited to, those enumerated below:

A) To hire, promote, suspend, discharge or otherwise discipline employees for violation of rules it deems necessary to impose for the overall benefit of the residents of the City of Mishawaka, its employees and/or its plant operations, or for other proper and just causes.

B) Nothing in this Article shall abrogate the employee's rights to the grievance procedure.

3. It is not the intent of Management to perform work that is normally performed by the bargaining unit employees except:

- in emergency situations
- at the golf course
- at the pools
- at the ice rink
- when Management cannot find adequate coverage for work

ARTICLE 4
HOURS OF WORK

Section 1. Eight (8) consecutive working hours within a twenty-four (24) hour period will constitute a normal workday. Five (5) consecutive workdays, or forty (40) work hours shall constitute a normal workweek. An employee shall be paid time and one-half (1½) for all work done in excess of eight (8) consecutive hours per day and in excess of forty (40) work hours per workweek. Overtime, premium and

holiday rates shall not be pyramided. The employer shall pay double time to an employee for working on his seventh day if that day normally would have been the employee's second consecutive day off within a particular shift schedule and for all hours worked in excess of twelve (12) hours per shift.

Employees working a four-day, ten-hour schedule will have the following conditions:

A) All paid time off will be tracked in hours, not days. (Example: An employee who works a five-day, eight-hour schedule will be charged eight hours for a day off. An employee who works a four-day, ten-hour schedule will be charged ten (10) hours for a day off.)

B) Overtime will be paid after ten (10) hours of work.

C) Overtime after twelve (12) hours in a working day will be paid at double time.

D) The Employer shall pay double time to an employee after working on his seventh day if that day would have been the employee's third consecutive day off within a workweek.

E) The conditions outlined in Section 4 will apply.

F) Holidays will be paid according to the schedule the employee is working at the time of the holiday.

G) An FTO half-day increment will be five (5) hours.

H) Shift differential pay will be provided to employees working the qualifying hours under the four-day, ten-hour schedule.

Section 2. Unless stated otherwise by the employer, the work hours for the employees shall be 7:00 a.m. to 3:00 p.m. If the employer chooses to deviate from this schedule, the employer shall provide the employees with at least ten (10) calendar days' notice of any new schedule changes prior to their implementation. If the employer gives less than ten (10) calendar days' notice, the parties must mutually agree to the schedule change. The employees shall be entitled to one work break per day of one-half (1/2) hour which shall be taken at the city garage (if worksite is within one mile of the garage) or place designated by the employer with a given notice.

Section 3. **A)** For the computation of overtime, an excused absence or an official holiday will be computed as a day worked.

B) Employees can accrue up to twenty-four (24) hours of compensatory time. Employees will be given the option of pay or comp time for hours earned up to twenty-four (24) hours. Any hours earned over twenty-four (24) will be paid out in overtime pay. Employees must make a good faith effort to use comp time in a timely fashion. Comp time may be requested at any time, and may be granted at the complete discretion of management. Employees must realize, however, that a comp time request is more likely to be granted the earlier it is requested.

Section 4. **A)** If a job cannot be completed during the regular shift and management decides that the job must be completed on that particular day, the employee who has been working on that job during his regular shift shall be entitled to the overtime prior to senior employees being asked for overtime.

B) If an employee works on a scheduled day off, that employee will be guaranteed four (4) hours of work the employee completes the work for which he was scheduled in less than the guaranteed work period, then, at the employee's option, he may elect to be paid for the time actually worked, or he may perform other work assigned by management until the guaranteed work has expired.

C) If an employee is recalled to work after their regular shift, that employee will be guaranteed four (4) hours of work; however, if that employee completes the work for which he was recalled in less time than the guaranteed four (4) hours of work and chooses to punch out instead of performing other work assigned by management, he shall only be paid for the time he actually works.

D) If an employee is held over to complete certain work, that employee shall be paid the standard overtime rate for the actual hours worked.

E) Employees will receive a sixty cent ($.60) per hour shift differential for all work performed on regularly assigned shift which commences between the hours of 3:00 p.m. and 11:00 p.m. and fifty-five cents ($.55) per hour shift differential for all work performed on regularly assigned shift which commences between the hours of 11:00 p.m. and 7:00 a.m.

F) **Fleet Maintenance Technicians Shift Differential** - If regularly scheduled hours in a pay period include a minimum of two different shifts, the shift differential pay will be applied to all hours.

Section 5. If, under normal operating conditions, management determines that additional employees are needed for work, management shall select employees for overtime work from the voluntary overtime list taking first those employees with the least amount of total accumulated overtime hours. Employees shall be responsible for signing the voluntary overtime list. Management shall update the total accumulated overtime hours of each listed employee by Thursday of each week. Separate overtime lists will be maintained for Central Services and Fleet Maintenance Technicians.

A) If the number of employees needed for overtime work exceeds the number of employees on the overtime list, management shall have the right to call any employees it needs for work; provided, however, it has posted 24 hours' notice before the need arises. Management shall also have the right to cancel operations due to inclement weather conditions; provided, however, it has posted 12 hours' notice prior to the cancellation.

B) If emergency conditions exist, as declared by the Mayor or the Central Services Director, or his designee in his absence, management shall not be required to post any notice.

Section 6. During the winter shift schedule, the employer will attempt to accommodate, as much as possible, the employees' shift preferences; however, departmental seniority shall prevail when needed to provide efficient department operation. Also, during the winter shift schedule, seniority shall prevail in determining shift preferences for Fleet Maintenance Technicians.

Section 7. **Missed Overtime** - Only in the event of a blatant overtime missed assignment, where management has not corrected a reported error, will pay be rewarded. All other overtime missed assignments will be corrected by the subsequent assignment of overtime work.

ARTICLE 5
TARDINESS/LEAVING EARLY

Section 1. The following disciplinary schedule shall be followed:

Number of Tardiness/Leaving Early		Disciplinary Step
One	(1)	Verbal Warning
Two	(2)	1st Written Warning
Three	(3)	2nd Written Warning
Four	(4)	1 Day off Without Pay
Five	(5)	2 Days off Without Pay

Six	(6)	3 Days off Without Pay
Seven	(7)	Discharge

Section 2. The number of occurrences accrued during the previous calendar year will be dropped to zero (0) on January 1st of the following year.

ARTICLE 6
HOLIDAYS

Section 1. Employees shall be granted ten (10) paid holidays each year in accordance with the City's holiday schedule. The City's holiday schedule will be posted by December 1st of the previous calendar year.

In addition, the employees shall have two (2) random holidays each year.

Section 2. Employee Pay On Regularly Scheduled Workday - If employees are scheduled to work on a holiday, they shall be paid their regular hourly rate plus time and one-half for the hours actually worked; provided, however, they have worked the regularly scheduled day before and after the holiday unless officially excused by the Department Head or his assistants. The hours worked on a holiday, which is an employee's regularly scheduled workday, shall not be charged toward the total accumulated overtime hours worked.

Section 3. Call-in - Any employees called to work on a scheduled holiday shall be paid the holiday rate plus a minimum of four (4) hours work at the double time rate. However, if that employee completes the work for which he was recalled in less time than the guaranteed four (4) hours of work and chooses to punch out instead of performing other work assigned by management, he shall only be paid for the time he actually works.

ARTICLE 7
VACATIONS

Section 1. A) Employees hired before January 1, 2011 with less than 25 years of service will retain their current vacation time off and thereafter earn vacation under the new schedule. Employees hired before January 1, 2011 with more than 25 year of service will retain 30 working days of vacation. Employees hired after January 1, 2011 will earn vacation in accordance with Section 2-598 of the Mishawaka Code of Ordinances. Vacation eligibility for City employees hiring into the Central Services Department/Fleet Maintenance Technicians work group from outside of the bargaining unit will be in accordance with the "me-too" agreement between the parties.

B) Employees with the most department seniority shall have priority in the selection of their vacation periods. Seniority will prevail for any vacation time selected for the year, as long as the vacation selection was made prior to March 1st. After March 1st, any vacation requests shall be granted on a first come, first granted basis. All vacation periods selected by employees are subject to prior approval by the employer.

It shall be the employee's responsibility to make a good faith effort to request all vacation leave available to them in the year it is accrued. Management shall make an effort to allow employees to take their vacation within the year it is accrued, but retains the right to deny vacation requests in the interest of efficiency.

If, at the end of a calendar year, an employee has not been able to use all of his vacation days as a result of a repeated denial by management, the employee shall have the right, by way of grievance, to request that the unused vacation days be paid out as regular paid time.

C) An employee shall not take more than two (2) weeks of vacation (10 working days) at one time unless otherwise permitted by the Department Head.

D) Vacations may be taken in one-half day or full-day increments. Granting an employee's vacation time is subject to Management's approval.

E) Employees must give twenty-four (24) hours' notice during the winter shift schedule and twenty-four hours' notice during any other time.

Section 2. When a paid holiday occurs during an employee's vacation, he shall receive an additional day of paid vacation.

Section 3. Bonus Days - A maximum of four (4) bonus days will be awarded on January 1. One (l) bonus day will be earned every three (3) months if an employee has received no more than one occurrence (attendance or disciplinary) in a three-month period. A newly hired employee may earn Bonus Days prorated from the date of hire to the next December 31st calculated on the basis of one Bonus Day for each full three (3) month period of employment. Such days shall be awarded the next year. An occurrence is defined as anytime an employee is in violation of departmental rules, fails to punch in or out, leaves before completion of shift without supervisor's approval or is late.

Bonus Days may be taken in one-half (½) day increments. Bonus days may be requested at any time and are granted at the complete discretion of management. Employees must realize, however, that a bonus day request is more likely to be granted the earlier it is requested.

ARTICLE 8
GROUP INSURANCE

(A) The City will continue to provide health insurance to employees and their families at the same cost to the employee as other City departments.

(B) Employees under the age of sixty-five (65) shall receive Fifteen Thousand Dollars ($ 15,000) life insurance.

ARTICLE 9
RETIREMENT PROGRAM

Section 1. PERF - The employer agrees to continue the regular Public Employee's Retirement Fund.

Section 2. Retiree Health Insurance - The retiree health insurance plan shall be consistent with the policy established in Section 2-610 of the Mishawaka Code of Ordinances.

ARTICLE 10
STEWARDS

Section 1. The Employer recognizes the right of the Union to designate a steward and alternate to handle such Union business as may from time to time be delegated to them by the Union. Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business in violation of this Agreement or any action in violation of law, except as authorized by official action of the Union.

Section 2. The Union shall be allowed space for a Union bulletin board on which to post notices. Only notices concerning Union business shall be posted.

Section 3. Employees who are representatives of the Union shall not leave jobs or work areas for the purpose of assisting in the settlement of grievances or attending meetings with management representatives until prior permission has been obtained from their immediate supervisors, which permission shall not be unreasonably withheld. Meetings shall be held after regular working hours unless determined otherwise by mutual agreement. Grievances, however, shall be processed during working hours.

ARTICLE 11
SENIORITY

Section 1. Types of Seniority - City employees within the bargaining unit shall obtain seniority on their 91st day of continuous, full-time employment, and such seniority shall be calculated to include the prior 90-day probationary period when successfully completed. There shall be two types of seniority for the Mishawaka Central Services Department and Fleet Maintenance Technicians work group.

A) **Bargaining Unit Seniority**
Bargaining unit seniority shall be computed from the employee's most recent date of hire in the bargaining unit.

B) **Departmental Seniority**
Departmental seniority shall be computed from the employee's previous date of hire in the Parks and Recreation, Street, or Central Motor Pool Departments.

For newly-hired employees, seniority shall begin with their date of hire into the Central Services Department or Fleet Maintenance Technicians work group.

In the event two or more employees are hired into the Central Services Department or Fleet Maintenance Technicians work group on the same day, seniority status shall be determined alphabetically by the first letter of the employee's last name at the time of hire.

Section 2. Computation of Seniority - Any time spent by an employee on sick leave, vacation and military leave shall be included within the computation for seniority.

Section 3. Seniority Loss - The seniority of an employee shall terminate under any of the following conditions.

A) When a laid-off employee fails to give notice of his intention to return to work within three (3) working days after the city has sent a certified letter to his last known address requesting his return to work.

B) When a laid-off employee gives timely notice of his intention to return to work after the City has requested his return but fails to return to work on the specified date and time of recall.

C) When an employee resigns his employment with the City.

D) When an employee is discharged for just cause.

E) When an employee is laid off for more than twelve (12) months.

F) When an employee receives total permanent disability compensation.

G) When an employee retires.

ARTICLE 12
LAYOFF PROCEDURES

Section 1. If it becomes necessary for the employer to lay-off employees, the employer shall follow departmental seniority in determining which employees to lay-off. Employees with the least amount of departmental seniority shall be the first employees laid off.

Section 2. Any laid off employee shall be placed on a Central Services Department/Fleet Maintenance Technicians work group call-back roster and a bargaining unit call-back roster.

ARTICLE 13
CALL-BACK

Section 1. Call-back Roster - In the event that an employee is laid off, the name of that employee will be placed on a Central Services Department/Fleet Maintenance Technicians work group call-back roster and a bargaining unit call-back roster.

Section 2. Call-back Procedure - When a job becomes available in the Central Services Department/Fleet Maintenance Technicians work group covered by this agreement and there are employees whose names are on the appropriate departmental call-back roster, the employee with the most departmental seniority who is qualified for the job shall be offered the job. Once the departmental seniority list is exhausted the bargaining unit seniority list will be used. If there are employees whose names are on the bargaining unit call-back roster, the employee with the most bargaining unit seniority who is qualified for the job shall be offered the job.

Section 3. Employee Call-back Rights and Obligations – If an employee accepts a recall to another bargaining unit department other than the one from which they were laid off they will be allowed recall to their original department for a period of 12 months before their recalled position becomes permanent.

Section 4. Notice of Recall - In the event of a recall, an employee shall be given one (1) week's notice of recall by certified mail to his last known address, in the event that the recalled employee fails to make it known within three (3) working days of the receipt of the letter to the City Personnel Department of his intent to accept or reject the recall offer (as provided in paragraphs entitled, Call-back Procedure and Employee Call-back Rights and Obligations) that employee shall lose his bargaining unit seniority and shall be terminated from employment.

Section 5. City Records It is the responsibility of all laid-off employees to furnish the Personnel office with a current mailing address and telephone number. Any laid off employee not doing so shall be terminated.

ARTICLE 14
JOB VACANCIES

Section 1. All vacant and newly created jobs in the Central Services Department/Fleet Maintenance Technicians work group will be posted for bid for a period of three (3) working days. If no employee from the Central Services Department/Fleet Maintenance Technicians work group bids and qualifies for the vacant or newly created job, then the bid shall be posted for a period of three (3) working days at other bargaining unit work sites and the Personnel office.

Section 2. Bidding Priorities - Provided the employee who bids for the vacant or newly created job is qualified for the job, current employees will be given priority to fill the job opening as follows:

A) First priority will be given to bidders from the Central Services Department/Fleet Maintenance Technicians work group with the greatest departmental seniority.

B) Second priority will be given to senior employees in other bargaining unit departments.

Note: Departmental seniority is not transferable from bargaining unit department to bargaining unit department.

Section 3. Successful Bidders – Successful bidders shall be allowed no more than thirty (30) calendar days to accept or be accepted into the vacant or newly created job. If an employee is disqualified or disqualifies himself, he shall be returned to his original job classification. Management will give specific reasons for disqualifying an employee.

Section 4. Promotion within Central Services Classifications – An employee of the Central Services Department my appeal to the Central Services Director to advance to a higher classification in the department based on his skills acquired through cross-training. The Central Services Director will respond to the request for promotion within three (3) working days of the request. Additional time for evaluation may be granted with mutual agreement of the Director and the representing steward. One appeal for promotion may be made in a three-month period commencing with the Director's response to a request.

Section 5. Promotion to a Non-Bargaining Unit Position - Any unit employee who accepts a non-bargaining unit position within the bargaining unit will have a thirty (30) day tryout period before being removed from the Union seniority list. After thirty (30) days of employment such employee's bargaining unit seniority will be frozen for the duration of his service in a non-bargaining unit job. If said employee is permitted by the Employer to return to the bargaining unit in an open job, he will carry his frozen bargaining unit seniority into the new position, the individual will have no departmental seniority.

ARTICLE 15
PAYDAY

Pay will be distributed as prescribed by the City Controller.

ARTICLE 16
FLEXIBLE TIME OFF/LONG TERM DISABILITY

Section 1. Flexible Time Off (FTO)

(A) In recognition of the need for its employees to be away from work, employer agrees to establish and accrue a bank of time off for any personal needs such as personal or family illness, extension of bereavement leave or vacations, or for any other purpose. Such bank may also be used to satisfy the five (5) day waiting period for Long Term Disability Leave (LTD) described in Section 2. Such bank will not include personal holidays, bereavement leave (unless as an extension), jury or subpoenaed witness duty, LTD leave, leave of absence, or military leave.

(B) FTO accrual shall begin on the first day of employment for full-time employees and may be taken as accrued. Accruals shall be credited to each employee's account on the first day of each month for the prior month's service at the rate of one-half (1/2) day per month and continue at the same rate for each month of credited service.

(C) FTO days will continue to accrue as long as the employee remains in paid status, subject to the

limitation listed in (G) of this section.

(D) FTO days may be taken in full or half day increments. If becoming ill at work and leaving early, employees will be charged with one-half (1/2) FTO day if leaving after mid-shift and a full FTO day if leaving before mid-shift.

(E) Employees are expected to plan time off, setting aside some time in their personal bank for sickness. Employees are encouraged to keep a minimum of five (5) days in their bank at all times to provide for unexpected short-term sickness of for the required five (5) day LTD waiting period described in Section 2. If all FTO days or any other paid leave time is not available, any short-term illness will be an excused unauthorized absence, but without pay. Likewise, any long-term illness will result in a loss of pay for the five (5) day waiting period. The city retains the right to limit the number of excused absence occurrences as described in this subsection.

(F) Employees should schedule FTO time at least twenty-four (24) hours in advance with the approval of a supervisor. The city recognizes, however, that there will be tunes, such as days an employee or a dependent is ill or a personal emergency arises that cannot be anticipated. In such cases, it is the responsibility of the employee to inform his/her supervisor as soon as possible prior to the beginning of a workday or shift of such absence and when the employee expects to be able to return to work.

(G) Employees may carry over accrued but unused FTO days from year to year but in no event can they accumulate more than twenty-five (25) FTO days.

(H) All FTO days shall be on the basis of the employee's regular base day's salary.

(I) Employer will buy back FTO days from any employee, up to a maximum of six (6) FTO days per year. It is the responsibility of the employee to make timely application prior to this buy-back arrangement if so desired. In any event, employer will not buy back an amount of FTO days which would reduce the employee's personal bank to less than five (5) days, except as provided in paragraph (J) of this section.

(J) In the event a regular, full-time employee's service to the employer is terminated, including termination due to death or retirement, he/she shall be entitled to pay in lieu of FTO days for days due and not yet taken as of the date of such termination, including any FTO days carried over from prior years.

Section 2: Long Term Disability (LTD) – The long-term disability plan shall be consistent with the policy established in Section 2-595 of the Mishawaka Code of Ordinances.

ARTICLE 17
FUNERAL LEAVE AND LEAVE OF ABSENCE

Section 1. An Employee will be eligible for paid funeral leave for three (3) working days to make preparations for and attend the funeral and burial of a member of the employee's immediate family and to attend to any necessary legal matters of the decedent or his estate. An Employee will be eligible for paid funeral leave for one (1) working day to make preparations for and attend the funeral and burial of an Employee's aunt or uncle.

Section 2. Employees may be granted leave of absence without pay and without discrimination or loss of seniority rights for justifiable reasons agreed upon by both the Department Head and representatives of the Union. The maximum leave of absence, except in cases of compulsory military service, shall be for no more than twelve weeks; in the event such a leave is requested, the procedures outlined in the Family Medical Leave Act will be followed. Failure to comply with this provision shall result in the complete loss of rights for the employee involved. Seniority will be frozen during leaves of absence, except in cases involving military

service and on-the-job injury.

ARTICLE 18
JURY DUTY

The Employer agrees to pay an employee who is called and serves as a juror in a legally constituted court the difference between his earnings as a juror and the straight time earnings he would have realized had he worked his scheduled shift. In order to be eligible for payment, employees must notify their supervisor within twenty-four (24) hours after receipt of notice of selection for jury duty, and must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received. An employee required to report at a specific time for examination as a prospective juror shall be compensated as provided above to the extent he is required to lose time from work for such examination. The examination notice is to be shown to the employee's supervisor as soon as practicable.

ARTICLE 19
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Procedure to be followed:

The employer and the Union recognize that, from time to time, grievances, disputes and complaints may arise over matters within the purview of this Agreement. Therefore, whenever the Union or any employee feels that the Employer has acted erroneously or improperly in interpreting and applying any of the provisions of this Agreement, then the Union or the employee may invoke the provisions of Article 19. Except in the first step, all grievances and answers shall be in writing.

First Step: The aggrieved employee shall present his grievance individually, or with the union representative, to his immediate supervisor within five (5) working days of the occurrence of the grievance. The immediate supervisor shall respond to the grievance within five (5) working days after it is presented to him.

Second Step: If the grievance is not settled in the First Step, the employee alone, or the employee and the union representative, may submit the grievance to the head of the department within five (5) working days after the answer is given in the first step. The head of the department shall give his answer within five (5) working days after receiving the grievance.

Third Step: If the grievance is not settled in the Second Step, the employee alone, or the employee and the union representative may submit the grievance to the Director of the Human Resources within five (5) working days after the answer is given to the Second Step. The Director of the Human Resources shall give his answer within five (5) working days after receiving the grievance.

Fourth Step: There shall be a Joint Grievance Committee (JGC) comprised of two (2) union representatives to be appointed on a case-by-case basis by the Union, and two (2) City representatives to be appointed on a case-by-case basis by the City. No person shall participate as a JGC member in any case in which such person was a witness, served as a representative of any party in the grievance process, or has any personal interest in the matter. The JGC shall meet to hear grievances which have not been resolved in the above steps of the Grievance Procedure. The JGC shall have the power and authority to make a final and binding decision with respect to any matter properly brought before it, but has no power to alter the agreement, except when requested by both parties, to add the provisions of the agreement.

The City shall make its presentation first to the JGC in discharge and suspension cases, and the Union shall present first in all other cases, but the JGC may alter such procedures and make rules of procedure to ensure a fair hearing to all parties. The JGC shall render its decision in writing in cases involving

suspensions of five (5) days or longer and involving discharges, and either party may request a written decision or a bench decision in any other case.

A majority decision by the JGC is final and binding upon the Union, City, grievant, and all affected employees. Unwritten decisions and noticed from the JGC that they are deadlocked normally shall be rendered within twenty-four (24) hours of the close of the hearing, and written decisions normally shall be rendered within seventy-two (72) hours of the close of the hearing, but the JGC has the right to take such time as is necessary (such as for research) in order to render a full and fair decision.

Fifth Step: If the grievance cannot be settled in the Fourth Step, the employee may submit a written request to the Department of Human Resources within 5 (five) days requesting the services of an arbitrator from the State of Indiana to decide the issue. Either party may send a letter to the Federal Mediation and Conciliation Service requesting the services of an arbitrator from the State of Indiana to decide the issue. As soon as possible, a meeting shall be held with a mutually agreed upon arbitrator. Both parties may submit evidence and call witnesses to testify as to the facts concerning the grievance and the arbitrator shall make the decision on the evidence presented. The arbitrator shall have no authority to add to, detract from, or in any way modify the terms of this Agreement. Both parties agree to abide by the arbitrator's decision. The City and the Union shall share equally any fees charged by the State for arbitration service.

Section 2. The following provisions shall apply to the grievance procedure:

A) Saturdays, Sundays and holidays shall not be used in determining days in reference to the grievance procedure.

B) Failure of the Employer to give an answer to the grievance as of the last day to answer shall be considered a denial of the grievance and the employee shall have the right to then proceed to the next step of the grievance procedure.

C) The Employer shall give the Union representative sufficient copies of the written answer in each step of the grievance procedure to distribute to each employee present at the grievance meeting.

D) Unless consolidated by agreement of the Employer and the Union, each grievance shall be considered a separate case.

E) If the Union does not appeal within five (5) working days of each step, the grievance is considered to be void.

F) The time for filing a grievance involving the rate of pay shall begin on the day the employee receives his paycheck containing the grieved pay rate, unless it is previously filed.

Section 3. Inasmuch as a grievance procedure has been agreed upon, there shall be no strikes, stoppages of work, slowdowns, sit downs, sympathy strikes or other forms of interference with normal work routines during the life of this agreement or extension thereof. Both parties recognizing the fact that service to the public is a mutual desire, they will cooperate in all matters relating to labor management.

Section 4. The Employer agrees that it will not cause or direct any lockout of the employees.

ARTICLE 20
VALIDITY

This Agreement shall be subject to all Federal, State and local laws, and in the event any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of

the provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

It is further agreed that in the event any such provisions are finally held to be invalid, the parties hereto agree to meet within thirty (30) days thereof to negotiate the modifications of substitution of such clause or clauses so held to be invalid.

ARTICLE 21
SUBCONTRACTING

It is the intention of the Employer not to deprive the employees of work covered by this Agreement either by subcontracting or by hiring an outside agency. However, the parties hereto understand and agree that occasions will arise whether of an emergency nature or otherwise when it will be necessary for the Employer to authorize outside manpower and/or equipment to properly perform its function.

ARTICLE 22
DISCHARGE OR SUSPENSION

Section 1. The Employer shall not discharge, suspend or discipline any employee without just cause, but in respect to discharge or suspension the employer shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Steward affected; provided, however, the employee has not committed one of the following acts or omissions while on duty.

a) dishonesty
b) reckless misconduct
c) carrying of unauthorized passengers
d) fighting

If the employee has committed any of the above-mentioned acts or omissions, the employer does not need to provide the employee with said notice.

An employee who is discharged, suspended or disciplined may have recourse through the grievance procedure. If through the grievance procedure, it is determined that an injustice has been done to the employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work because of such discharge or suspension.

Section 2. Discipline as provided for in the work rules shall not remain in effect for a period of more than 6 months from the date of said discipline.

Section 3. Notice of discipline for a minor violation shall be given within three (3) working days from the date Management became aware of the violation. Notice of discipline for a major violation shall be given within thirty (30) working days from the date Management became aware of the violation.

Section 4. The parties shall discuss additional rules regarding just cause for discharge and disciplinary action. Such new rules and regulations shall be posted for ten (10) working days before they go into effect. All such rules and regulations shall prevail in the application and interpretation of this article.

Section 5. No employee will be required to speed up work in violation of Minimum Safety Standards.

ARTICLE 23
GENERAL PROVISIONS

Section 1. Uniforms – The City shall have a sufficient amount of rainwear, boots and gloves as needed for use during inclement weather. The City shall provide one pair of insulated pants and a jacket, and the City will allow for the exchange and replacement or repair of apparel damaged in the line of duty with the approval of the Central Services Director. Except for Fleet Maintenance Technicians, each employee shall have an allowance to be spent on work boots according to the following schedule:

Employed with Central Services on or before December 31, 2017: $600;
Employed with Central Services after December 31,2017, but before December 31, 2018: $450;
Employed with Central Services after December 31, 2018, but before December 31, 2019: $300;
Employed with Central Services after December 31, 2019, but before December 31, 2020: $150.

The purchase price of each properly-documented purchase of work boots will be deducted from the employee's allowance, with the remainder available for future work boot purchases through the end of the term of this contract. Upon termination of employment with Central Services, the employee forfeits any remaining allowance.

The City shall also furnish uniforms and gloves to be worn by the employees during all working hours. If the uniforms and gloves are damaged by normal wear and tear due to daily working conditions, the employer shall provide replacement uniforms and gloves. A total of eleven (11) uniforms will be furnished per year.

Section 2. Revoked or Suspended License - In the event an employee has his Commercial Driver's License revoked or suspended due to negligence, driving under the influence of alcohol or narcotics, or driving while intoxicated, he shall be placed in the lowest job classification and pay rate within that department for sixty (60) calendar days or until the Commercial Driver's License has been reinstated, whichever occurs first. Upon reinstatement of his Commercial Driver's License, the employee will be returned to his former job classification and pay rate. If the license is not reinstated within the sixty (60) calendar day time period, the employee shall be terminated. If an employee is disqualified from driving under DOT requirements for more than sixty (60) calendar days he shall be terminated immediately without suspension.

Section 3. Training - The City shall provide the opportunity for employees to attend and/or participate in training, seminars, or other forms of instruction necessary to perform the duties of the job classifications. However, the City reserves the right to approve classes and instructors.

The Employer shall pay in advance the cost for all approved training and seminar courses. The Employees shall pay in advance the cost of all other approved forms of instruction with the Employer reimbursing the Employee for the cost of such instruction upon successful completion of the course.

Section 4. Physicals - Employees holding a CDL will have the option of having their required physical examination arranged and paid for by the Employer at a facility of the Employer's choice and billed directly to the Employer, or arranging the physical examination at a facility or physician of the Employee's choice and at the Employee's expense.

Section 5. Commercial Driver's License - For new employees and for current employees bidding into a job requiring a CDL, the City will pay for the required drug screen and shall not pay for any other costs associated with the CDL. If an employee moves into a new job that does not require a CDL, but wishes to maintain his CDL, the employer shall not be responsible for paying any associated costs.

Section 6. Cross-Training – To accommodate mobility between classifications, the employer will provide cross-training for employees either during regular working hours or outside of regular working hours as the workload permits. Management and/or bargaining unit employees will conduct training.

Section 7. Tool Allowance – Fleet Maintenance Technicians with more than one year of service shall have a combined boot and tool allowance according to the following schedule:

Employed with Central Services on or before December 31, 2017: $800;
Employed with Central Services after December 31,2017, but before December 31, 2018: $600;
Employed with Central Services after December 31, 2018, but before December 31, 2019: $400;
Employed with Central Services after December 31, 2019, but before December 31, 2020: $200.

The purchase price of each properly-documented purchase of work boots or tools will be deducted from the employee's allowance, with the remainder available for future work boot and/or tool purchases through the end of the term of this contract. Upon termination of employment with Central Services, the employee forfeits any remaining allowance.

ARTICLE 24
WORKER'S COMPENSATION

Section 1. In the event an employee is absent due to an injury sustained on the premises that is determined to be compensable under Worker's Compensation laws, the employee will receive:

A) Full salary for the first five (5) workdays or the first seven (7) Worker's Compensation days of absence.

B) The difference between the daily rate paid through Worker's Compensation and the employee's daily salary less the seven-(7) days of absence. In the event the employee is absent twenty-two (22) or more days, the city's subsidy to the employee's Worker's Compensation pay will terminate until an amount equal to the Worker's Compensation check for the first seven (7) Worker's Compensation days of absence has been paid to the City. Upon receipt of such reimbursement the City's subsidy will resume until the employee returns to work or is absent for a total of sixty (60) days, whichever first occurs.

C) The employer's physician must validate the employee's absence during any of the first seven (7) days. In the event that Worker's Compensation is to be used it shall be the responsibility of the employee to follow all of the established procedures for applying for Worker's Compensation.

Section 2. If an employee is absent due to a work-related injury or illness for more than twenty-one (21) days and uses sick leave or other paid time off for the first five (5) working days, the City shall reinstate the employee's sick leave or other paid time off used for the first five (5) workdays.

Section 3. In the event of an occupational injury, the employee will follow the treatment procedures as provided through the City's Occupational Health system. If an employee's occupational injury is determined as temporary partial disability (TPD), the employee, in consultation with the attending physician, may be released for modified duty performing tasks that would not likely aggravate or lead to further injury. Light duty opportunities may include but are not limited to, desk and clerical work, janitorial, grounds keeping and other non-bargaining unit jobs assigned by the Supervisor.

Section 4. If an employee sustains an on-the-job injury, the employee shall obtain a written medical release from the employer's treating health care provider before such employee can return to work.

ARTICLE 25
DRUG-FREE WORKPLACE

The Union and the employees agree that they shall comply with all reasonable drug and alcohol policies, which may be established by the City for all City employees covered by and set forth in its Personnel Policies and Procedures.

ARTICLE 26
LONGEVITY BONUS PLAN

The following Longevity Bonus Plan will be provided to the Central Services/Fleet Maintenance Technicians work group employees according to the following terms. Said schedule is based upon years of service and does not have an upper limit. Longevity pay shall be distributed annually on the first pay day following each individual employee's anniversary date as part of his regular paycheck.

Payments shall be made according to the following schedule:

Years of Service	Annual Increment	Bonus
5	$0.00	$150.00
6	$75.00	$225.00
7	$75.00	$300.00
8	$75.00	$375.00
9	$75.00	$450.00
10	$75.00	$525.00

An additional $80.00 will be added for each year of service after the tenth year.

ARTICLE 27
TEMPORARY JOB TRANSFERS

Section 1. Temporary job transfers to another bargaining unit department shall be assigned from a group of employees which the employer determines is available and qualified. The group of employees will then have input into who is transferred. If the group of employees cannot resolve who will be transferred, the transfer will be at the employer's sole discretion.

A) When an employee is temporarily transferred to a job in a higher-paying classification, he shall be upgraded to the pay rate of that classification for time spent on that job.

B) An employee temporarily assigned a job with a lower rate shall not be downgraded in pay.

C) Should overtime be needed, the employer shall at all times offer the overtime to employees who work within the department requiring the overtime according to their specific overtime procedure. In the event that nobody accepts the overtime from within the department, the employer shall have the right to utilize employees outside of that department subject to all of the conditions contained in this Article.

D) Should overtime be necessary for a temporarily transferred employee, the employee who has performed the work during regular hours will continue to work the overtime assignment if additional manpower is needed after exhausting the overtime list/procedure in the affected department.

Section 2. Employees temporarily transferred to a higher paying classification or job within the Central

Services Department/Fleet Maintenance work group will be upgraded to the pay rate of that classification or job for time spent on the temporary transfer.

Section 3. Pay will not be upgraded in cross-training situations.

ARTICLE 28
JOB CLASSIFICATIONS

The following list of job classifications in the Central Services Department/Fleet Maintenance Technicians work group:

- Group 3 Operator
- Group 2 Operator
- Group 1 Operator
- Fleet Maintenance Technician

Additional classifications established during the term of the Agreement will be reviewed with the Union Steward and Business Agent prior to being implemented.

Changes in job descriptions will be reviewed with the Union Steward and Business Agent prior to being implemented.

ARTICLE 29
TENURE OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from January 1, 2017, to and including December 31, 2020.

Section 2. The parties agree to open negotiations with sixty (60) days' prior notice provided on or about July 1 in the years 2017, 2018, and 2019 for the purpose of negotiating wages.

Section 3. The parties agree to open negotiations with sixty (60) days' prior notice provided on or about July 1, 2020 for the purpose of negotiating a new labor agreement, including wages and benefits.

LOCAL UNION NO. 364 affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By_____ Date:
Robert R. Warnock, III, President

CITY OF MISHAWAKA BOARD OF PUBLIC WORKS AND SAFETY

By_____ Date:
Gary E. West, President

By_____ Date:
Ronald E. Watson, Vice-President

By_____ Date:
Ken Prince, Member

ATTEST: _____
Kari Myers, Clerk, BPWS

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LOCAL UNION NO. 364 affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By Robert Warnock III Date: Dec 9, 2016
Robert R. Warnock, III, President

CITY OF MISHAWAKA BOARD OF PUBLIC WORKS AND SAFETY

By Gary E. West Date: 12/13/2016
Gary E. West, President

By Ronald E. Watson Date: 12-13-16
Ronald E. Watson, Vice-President

By Date:
Ken Prince, Member

ATTEST: Kari Myers
Kari Myers, Clerk, BPWS

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DEBORAH S. BLOCK, MMC
DEC 14 2016
CITY CLERK
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1st Reading 12-19-16
2nd Reading
Passed
Failed
Continued To

PROPOSED ORDINANCE NO. 2016-40

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 re-appropriation of funds within the General Fund budget adopted for the fiscal year ending December 31, 2016.

Section 2. There is hereby transferred and re-appropriated the sum of $ 2,000.00 in the City Clerk budgets as follows:

General Fund

From: City Clerk

Supplies		
Operating Supplies		
101-03-422-01	Violations Bureaus Supplies	$ 1,000.00
Other Services and Charges		
Professional Services		
101-03-431-01	Attorney Fees	$ 1,000.00
	Total	$ 2,000.00

To: City Clerk

Other Services and Charges		
101-03-439-92	Community Promotion	$ 2,000.00
	Total	$ 2,000.00

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 December, 2016 at _____o'clock, __.M.

_____
Ronald S. Banicki
Presiding Officer

ATTEST:

_____
Deborah S. Block, IAMC, MMC
City Clerk

PRESENTED BY ME to the Mayor this ____ day of December, 2016

at _____ o'clock, __.M.

_____
Deborah S. Block, IAMC, MMC
City Clerk

APPROVED BY ME this _____ day of December, 2016 at _____ o'clock, __.M.

_____
David A Wood
Mayor

RECEIVED
DEBORAH S. BLOCK, MMC

DEC 13 2016

CITY CLERK
MISHAWAKA, IN

RESOLUTION NO. 2016-33

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, INTRODUCING AN ORDINANCE FOR ANNEXATION, ADOPTING A WRITTEN FISCAL PLAN, AND A DEFINITE POLICY FOR ANNEXATION FOR THE PROPERTY LOCATED AT:

Property located at 15057 Cleveland Road, 15151 Cleveland Road, and vacant land Cleveland Road, Granger, IN 46530.

WHEREAS, the Common Council of the City of Mishawaka desires to consider the annexation of territory adjacent to the City in accordance with a definite policy and all applicable laws and restrictions.

WHEREAS, the entire area proposed for annexation has either petitioned for annexation or signed a consent regarding annexation.

WHEREAS, Indiana Code Section 36-4-3-3.1 requires a municipality to develop and adopt a written fiscal plan and establish a definite policy by resolution.

WHEREAS, the said fiscal plan has been reviewed and is otherwise consistent with the requirements of Indiana Code 36-4-3-13.

WHEREAS, the Department of City Planning has prepared said fiscal plan with the input of each applicable City department. Furthermore, based on the review of each City department, a comparable level of City services can be provided to the proposed annexation area when compared to similar geographic areas of the City.

WHEREAS, the Department of City Planning has prepared a written policy on annexation that has been incorporated within the fiscal plan.

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

Section I. The Common Council has provided notice of this resolution as required by law, and is initiating an ordinance to annex the following property, legally described as:

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.

Section II. Following the review of documents prepared by the Department of City Planning and presentation, the Common Council hereby adopts the Fiscal Plan and Annexation Policy as it relates to the aforementioned properties.

Section III. This Resolution shall be in full force and effect after its adoption by the Common Council and approval by the Mayor, as required by law.

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 BUILDING, COMMUNITY DEVELOPMENT & PLANNING**

December 14, 2016

RECEIVED
DEBORAH S. BLOCK, MMC
DEC 14 2016
CITY CLERK
MISHAWAKA, IN

Mr. Dale 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 Mammolenti, At Large City Council
Mr. Bryan Tanner, At Large City Council
Mrs. Deborah S. Block, City Clerk

Re: Fiscal Plans and Approving Resolutions for proposed Ordinances to Annex and Zone property into the City of Mishawaka: 15057 & 15151 Cleveland Road – North of Cleveland Road & West of Fir Road

Dear Council Members and Clerk:

Attached herewith for your review is a copy of the Fiscal Plans and approving resolutions prepared by the Department of City Planning in accordance with the requirements of the State of Indiana Code Section 36-4-3-3.1. This document provides basic information about the areas to be annexed, and describes how the City of Mishawaka will provide services to the area to be annexed.

As you may be aware, to prepare a fiscal plan, copies of the proposed request are forwarded to all applicable City Departments. The Departments are then asked what expenditures/costs will be entailed to service the area and if the request can be accommodated with the funds currently approved within the City Budget. In this case, given that the property is immediately adjacent to existing City limits, and that the developer is responsible for installing, and if necessary extending, all utilities to the site and constructing any required improvements within the public right-of-way, no additional expenditures are anticipated at this time.

Staff will present a brief summary of the plan and be prepared to respond to questions at the Common Council meeting on December 19, 2016.

If you have any questions, please feel free to contact our office at your convenience.

Sincerely,

Derek J. Spier, AICP
Senior Planner & Economic Development Specialist

cc: David A. Wood, Mayor

City Hall • 600 East Third Street • Mishawaka IN • 46544-2241
Building Phone: (574) 258-1607 Fax: (574) 968-6999
Community Development • Redevelopment • Economic Development Phone: (574) 258-1609 Fax: (574) 968-6999
Planning • Historic Preservation Phone: (574) 258-1625 Fax: (574) 968-6999

City of Mishawaka

Larry & Christine Cole
Townhome Development
15057 & 15151 Cleveland Road
Annexation

Property located North of
Cleveland Road &
West of Fir Road

December 2016

Prepared by:
City of Mishawaka
Department of Building, City Planning &
Community Development
600 E. Third Street
Mishawaka, IN
46544-2241

Phone: (574) 258-1625
Fax: (574) 968-6999
E-mail: planning@mishawaka.in.gov

RECEIVED
DEBORAH S. BLOCK, MMC
DEC 13 2016
CITY CLERK
MISHAWAKA, IN

David A. Wood, Mayor

Mishawaka City Council

Dale Emmons	1st District
Mike Bellovich	2nd District
Ross Deal	3rd District
Kate Voelker	4th District
Michael Compton	5th District
Ron Banicki	6th District
Joe Canarecci	At Large
Matt Mammolenti	At Large
Bryan Tanner	At Large

LARRY & CHRISTINE COLE / TOWNHOME DEVELOPMENT
ANNEXATION FISCAL PLAN

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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.

TAB A- CITY OF MISHAWAKA ANNEXATION POLICY

This point has also been included to identify the reciprocal concern of the City relative to the sprawling growth within unincorporated St. Joseph County. Currently, the taxpayers within the City of Mishawaka pay City taxes to sustain infrastructure and a desired level of urban services. Furthermore, the taxpayers of the City of Mishawaka also pay county taxes that are used in part to provide similar services to county residents. Cities are wholly responsible for these services within their respective jurisdictional areas. These services include, but are not limited to, road maintenance, police patrols, and emergency medical services. These are services subsidized by general county tax dollars that the City of Mishawaka contributes to but does not receive the corresponding reciprocal benefit. The taxpayers of the county do not pay taxes that directly or indirectly support these services within the City. Based on the current division of general county funds, this equates to the City of Mishawaka financially subsidizing the sprawling growth of the county. Accordingly, the City of Mishawaka continues to seek a more equitable distribution of existing general county tax revenues. Furthermore, based on this existing inequity, it is an important objective of the City to work with county officials to ensure that there are not future increases in spending to address the problems associated with sprawling unincorporated development. The City also recognizes the need to develop fair cost-sharing practices to provide for regional services that does not adversely impact the residents of the City, while still providing for the needed/desired services in the unincorporated county.

Although the equitable distribution of tax dollars is an important concern, the City also recognizes that the problems associated with this sprawling unincorporated development also impacts the City of Mishawaka. The City is impacted by the limitations existing development has on future City growth, and the corresponding increased costs of extending infrastructure. As such, the City of Mishawaka will continue to work with the county in a cooperative effort, where possible, to address problems. However, it is only fair that the residents and property owners of a particular problem area caused by sprawling development should be the party wholly responsible for the costs of desired/needed infrastructure or services- not the tax payers of the City of Mishawaka.

STATUTORY LIMITATIONS

The City of Mishawaka also recognizes the burden placed on municipalities within St. Joseph County based on the statutory requirements on Municipal Annexation and Dis-annexation. The controlling legislation on annexation is established by the Indiana Code 36-4-3-series.

The statute also places minimum requirements on municipalities regarding providing services to proposed annexation areas, the timing of implementation, and contiguity requirements. The statute also requires that a fiscal plan be adopted showing how the costs associated with providing services will be paid. An estimated amount of time required for voluntary annexation is three to four months. The increased time required to process an annexation has placed a burden on real estate transactions and development on the fringe of the City. It is not uncommon to have annexation placed as a condition on the sale of property by the buyer. Annexation is typically requested because City services are desired or needed to serve the proposed project. This increased time frame when compared to the traditional rezoning process has the potential for directing appropriate contiguous growth away from the City due to the lack of suitable available property that can be developed in a short period of time.

IMPLEMENTATION OF POLICY

The stringent statutory requirements of annexation have necessitated the creation of a policy of the City of Mishawaka to evaluate the geographic boundary of each proposed voluntary annexation relative to the surrounding unincorporated properties. The purpose of this evaluation is to examine the proposed annexation area to the existing City limits relative to providing a compact and contiguous City boundary.

Annexation law significantly limits the ability of municipalities to annex property without the consent of the majority of property owners. Therefore, the City has deemed it necessary to review adjacent unincorporated properties that have not requested annexation at the time a voluntary annexation is proposed. Although this may ultimately necessitate the annexation of

- To address existing sprawl and inequitable distribution of general county tax dollars, it is the policy of the City of Mishawaka that the residents and property owners of a particular problem area caused by sprawling development should be the party wholly responsible for the costs of desired/needed infrastructure or services- not the taxpayers of the City of Mishawaka.

- The stringent statutory requirements of annexation have necessitated the creation of a policy of the City of Mishawaka to evaluate the geographic boundary of each proposed voluntary annexation relative to the surrounding unincorporated properties to promote the efficient delivery of services and remove chaotic boundary configurations.

BASIC DATA & FISCAL ANALYSIS

A. LOCATION AND SIZE

The area proposed for annexation is illustrated on the following maps and shown on the accompanying aerials. This area is legally described as follows:

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.

Annexation Area

The area to be annexed is located on the north side of Cleveland Road approximately 350 feet west of Fir Road, and includes three parcels of property at 15057 and 15151 Cleveland Road and an unaddressed lot. The three (3) parcels have current tax identification numbers of 006-1007-0076.04, 006-1007-0076.07, and 006-1007-0076.35. The property is bound to the south with approximately 235 linear feet along Cleveland Road being incorporated into the City, while the remaining adjacent properties are located in unincorporated St. Joseph County. The property is currently zoned "R" Residential within unincorporated St. Joseph County. If annexed, the Petitioner desires to zone the property to R-3 Multiple Family Residential to allow for the construction of a proposed 29 unit multi-family residential town home development.

Contiguity with the Existing City Limits

The property to be annexed into the City is approximately 2.97 acres. The external boundary of the annexation area measures +/-1,433 linear feet with +/-235 linear feet being contiguous with the current corporate boundary of the City of Mishawaka. The border of the contiguous area is 16.4% of the total external boundary. This is in excess of the minimum 12.5%, or 1/8, of the boundary that is required to be contiguous based on the determination requirements of the Indiana Code.

B. TOPOGRAPHY AND EXISTING USE/IMPROVEMENTS

The area is characterized as being relatively flat with minimal relief across the site. Per the generalized two (2) foot contour topographic maps, elevations on the property range from approximately 788 feet in the southern part of the site to 778 feet within the northwest corner of the site. The property currently includes an existing 670 sq. ft. single-family home and two (2) accessory structures on the eastern parcel (15057 Cleveland Road). A single-family home and accessory structure were recently demolished on the western parcel (15151 Cleveland Road). A majority of the site is densely wooded consisting of natural vegetative cover.

C. LAND USE/CURRENT ZONING

The proposed area to be annexed is currently zoned R Residential within unincorporated St. Joseph County. The eastern parcel includes an existing 670 sq. ft.

2001	$5.5007 [1]
2000	$5.2417

[1] *Change in Tax Code*

F. NEW ADDRESSES

If the proposed annexation is approved, the properties will be zoned R-3 Multiple Family Residential to allow for the construction of a 29 unit multi-family residential town home development. The site shall be developed in accordance with the requirements of the City of Mishawaka Zoning Ordinance and the staff report/analysis for rezoning petition #16-32. Addresses will be assigned by the City of Mishawaka Engineering Department as the property is developed.

G. DETERMINATION OF SERVICE STANDARDS AND COSTS

Every proposed annexation area to the City of Mishawaka is reviewed by each pertinent City department or agency that would ultimately be required to provide infrastructure and/or urban services to a given area. Departments were asked to evaluate the location, area, and existing conditions of this proposed annexation area relative to providing infrastructure and urban services at a standard that is identical to other areas of the City. In determining required services, departments reviewed the area relative to similar geographic and use areas that currently exist within the City of Mishawaka.

The standards for infrastructure and services provided by the City of Mishawaka, broken down by department, have been included within this document following Tab C. After establishing an understanding of the existing conditions, each department or agency was asked to identify any capital improvements required to serve the proposed annexation area to meet existing city standards. It is the responsibility of the property owner/future developer to bear any expense required to connect to existing City services. Given the location of the proposed annexation area, adjacent to the existing city limits, and, considering the size of the area, each department identified that non-infrastructure-related services could be provided to the proposed annexation area with no additional expenditures. Increased maintenance costs for non-rate supported services, were identified as minimal and well within the approved budgets for each department.

Given that no consequential additional expenditures are anticipated, the itemization of costs associated with providing each service is not possible relative to the annexation area. However, to document that funds have been approved and are available for the services identified, a copy of the approved year 2016 City budget has been attached to the Summary of Service Report for each applicable non-rate supported department. These budgets identify the costs for personnel, equipment, repairs, and other expenditures anticipated for the budget year. Budgets for any department are available for the review of the public upon request at City Hall.

H. TERMS AND CONDITIONS

The City of Mishawaka will provide a level of basic services, including infrastructure and urban services, at a standard that is comparable to similar geographic and use areas that currently exist within the City of Mishawaka. The specific date of implementation of services has been identified within the description of specific services where applicable. Given the location of the proposed annexation area, the size of the area, and the presence of existing infrastructure, no capital expenditures are required to serve the proposed annexation area. Basic services, not otherwise specified, will be provided to the annexation area within one year of the effective date of the annexation as required by law. However, it is anticipated that the majority of basic services will be available immediately or at least in a timely manner.

This calculation has been done with a scenario before annexation for residential rental property, then following annexation identifying the property as now being subject to the City tax rate for homestead (owner-occupied residential).

The estimated property tax value for the property is as follows:

Prior to annexation: $2,499

Following annexation: $22,504 (First Phase Only)

Political Subdivisions before Annexation:

Percent of tax rate and corresponding yearly estimated property tax revenue*

- St. Joseph County (30.6%) - $764.94
- Harris Township (15.1%) - $377.35
- PHM School Corporation (45.3%) - $1,132.05
- Mishawaka Penn Harris Library (7.1%) - $177.43
- Airport Authority (1.9%) - $47.48

** Estimates may not equal estimated tax value due to rounding.*

The current tax rate of all of these entities combined is 2.2758.

The tax rate will increase to 4.0551 upon annexation to the City, however, the homestead (owner-occupied residential) cap is at 1%. Even though the cap is set at 1%, the revenue will increase due to the estimated increase in assessed value realized from the proposed condominium (owner-occupied residence) project. Thus, the distribution of property tax revenue will increase for existing taxing entities, except for Harris Township, based on getting a larger percentage of revenue when the City tax rate, and to a very minor extent, the South Bend Transpo rate is added to the overall rate.

Political Subdivisions following Annexation:

Percent of tax rate and corresponding yearly estimated revenue including estimated annual increases for existing taxing units upon annexation*

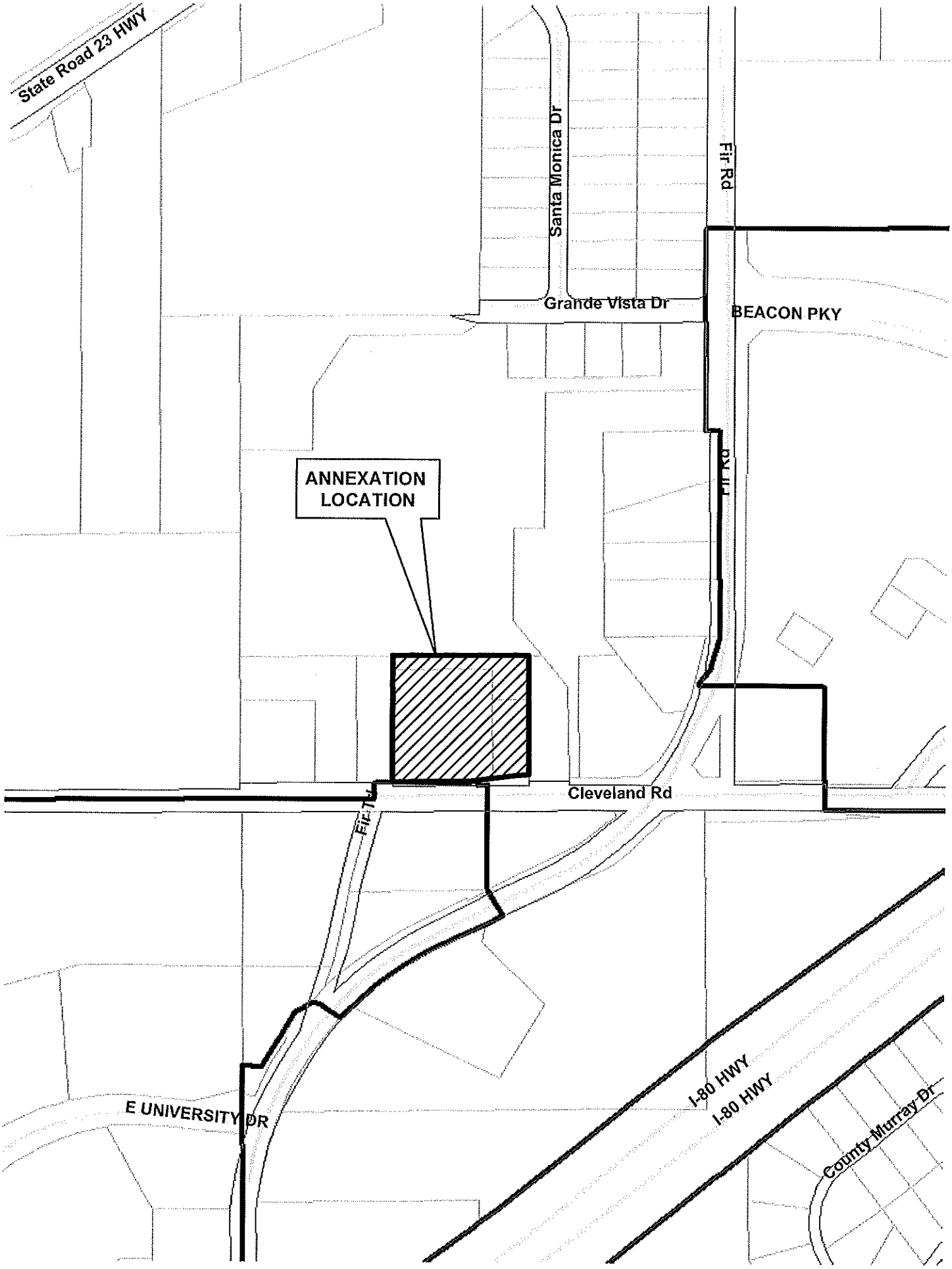
- St. Joseph County (17.2%) - $3,870.69 (+$3,105.75) per year)
- Harris Township (0.2%) - $45.01 (-$332.34 per year)
- PHM School Corporation (25.4%) - $5,716.02 (+$4,583.97 per year)
- Mishawaka Penn Harris Library (4%) - $900.16 (+$722.73 per year)
- Airport Authority (1%) - $225.04 (+$177.56 per year)
- South Bend Transpo (2.8%) - $630.11
- City of Mishawaka (49.3%) - $11,094.47

** Estimates may not equal estimated tax value due to rounding.*

Four Year Projection of Property Tax Revenue following Annexation – Phase I Only: (above numbers x4)

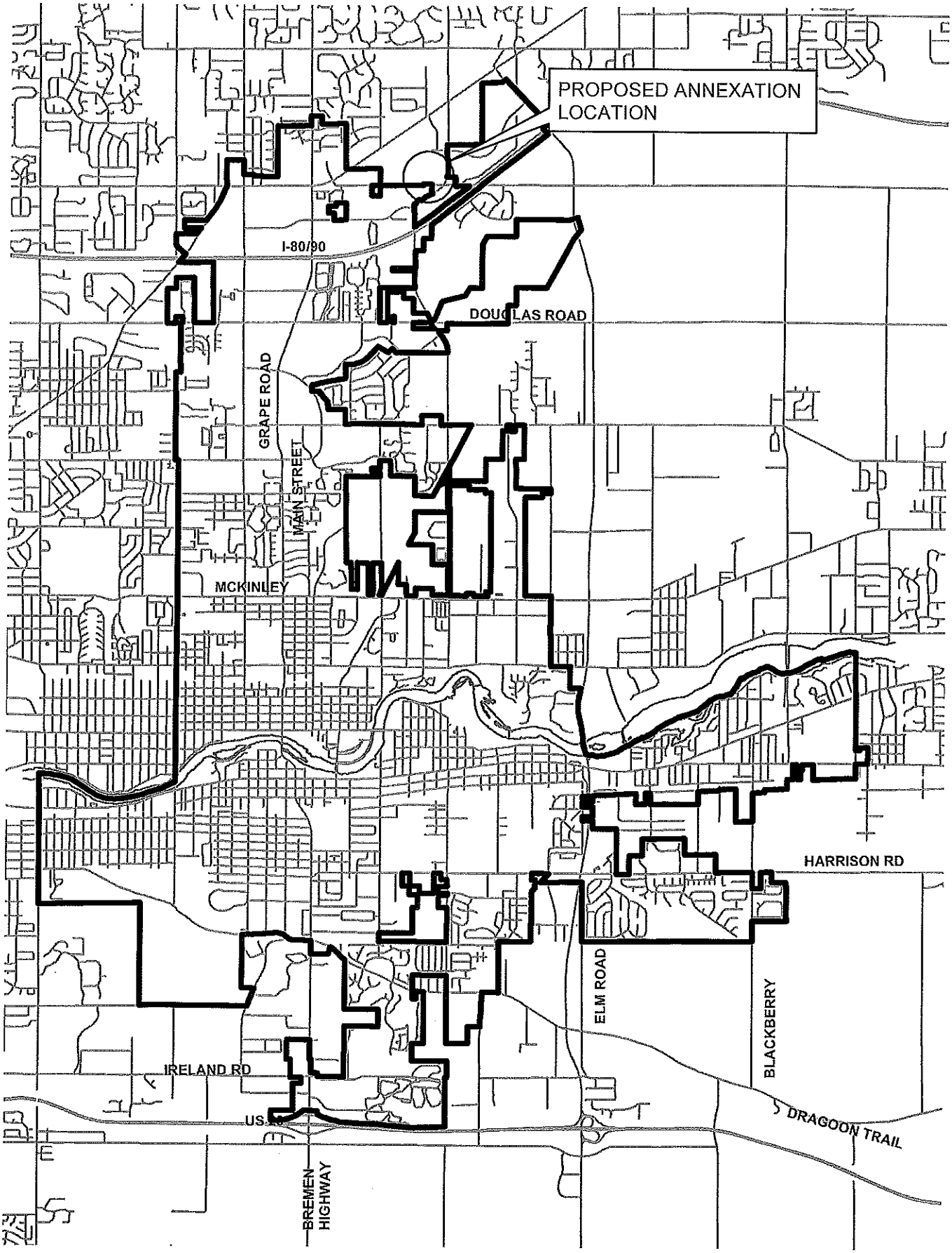
Straight line projection assuming existing use remains and the tax rate and assessed valuation remains constant

- St. Joseph County $15,482.76
- Harris Township $180.04
- PHM School Corporation $22,864.08
- Mishawaka Penn Harris Library $3,600.64
- Airport Authority $900.16
- South Bend Transpo $2,520.44
- City of Mishawaka $44,377.48

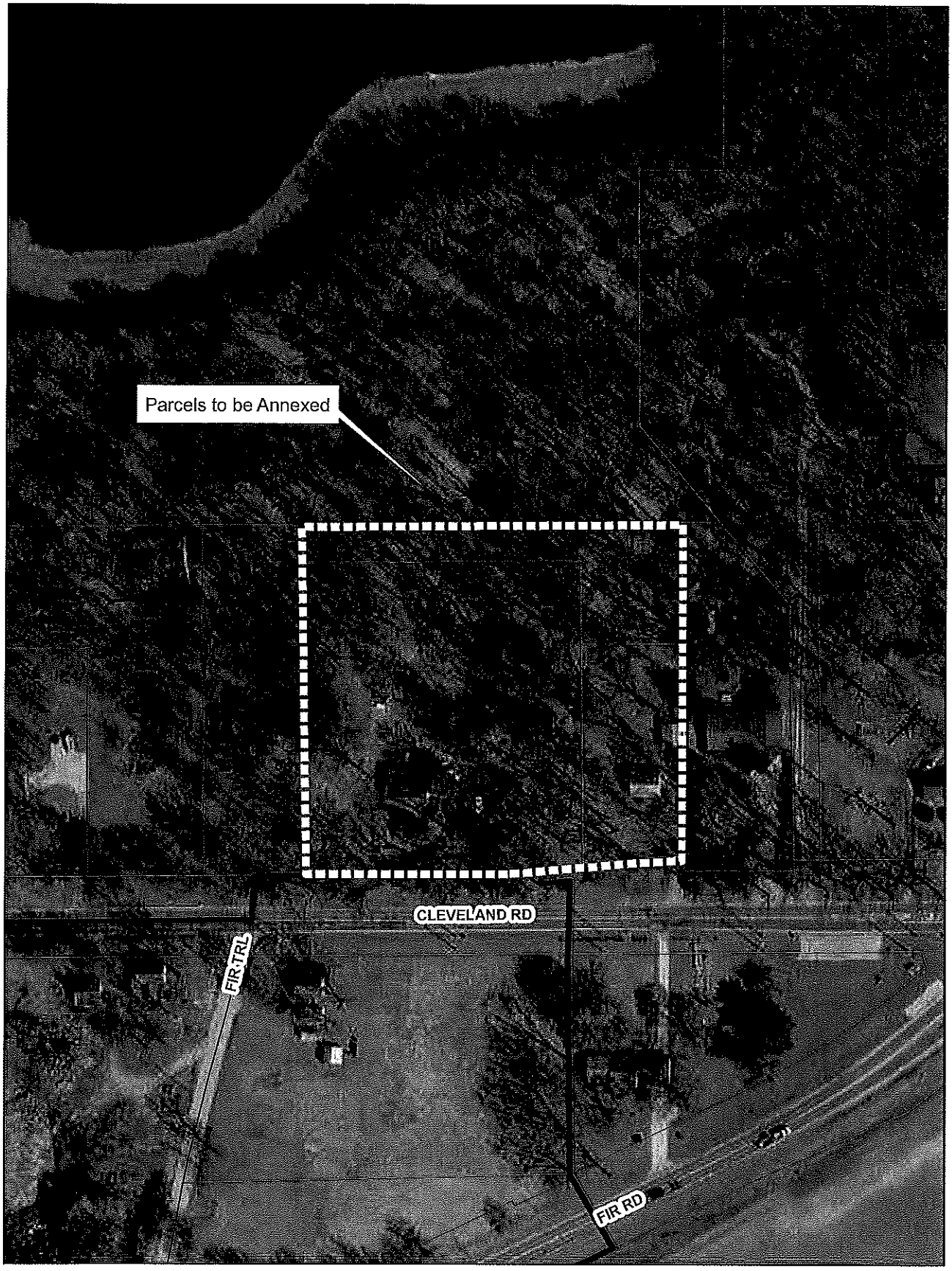


LOCATION MAP

MAP OF PROPOSED CITY LIMITS



AERIAL PHOTOGRAPHY OF LAND TO BE ANNEXED



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:

Ret 16-32

LARRY M. & CHRISTINE A. COLE

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 2.997 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. & CHRISTINE A. COLE

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

PRELIMINARY SITE PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 3 EAST, HARRIS TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.

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 1430456 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, CONSISTING OF (3) THREE LOTS AND 2.57 ACRES MORE OR LESS. SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

TABULATED SITE DATA:

1). ACREAGE OF SITE ..... 2.57± ACRES

PROPOSED LAND COVERAGE:	SQUARE FOOTAGE	% OF SITE
A. BUILDING(S)	53,334	25.81
B. PARKING, DRIVES & WALKS	37,849	29.28
C. OPEN SPACE	58,032	44.91
TOTAL	129,235	100.00

2). PROPOSED LAND USE AND FLOOR AREA:

BUILDING	USE	NUMBER OF UNITS	BLDG. HEIGHT
A. BUILDING 'A'	SINGLE-FAMILY RESIDENTIAL	10	3 STORIES
B. BUILDING 'B'	SINGLE-FAMILY RESIDENTIAL	10	3 STORIES
C. BUILDING 'C'	SINGLE-FAMILY RESIDENTIAL	9	3 STORIES

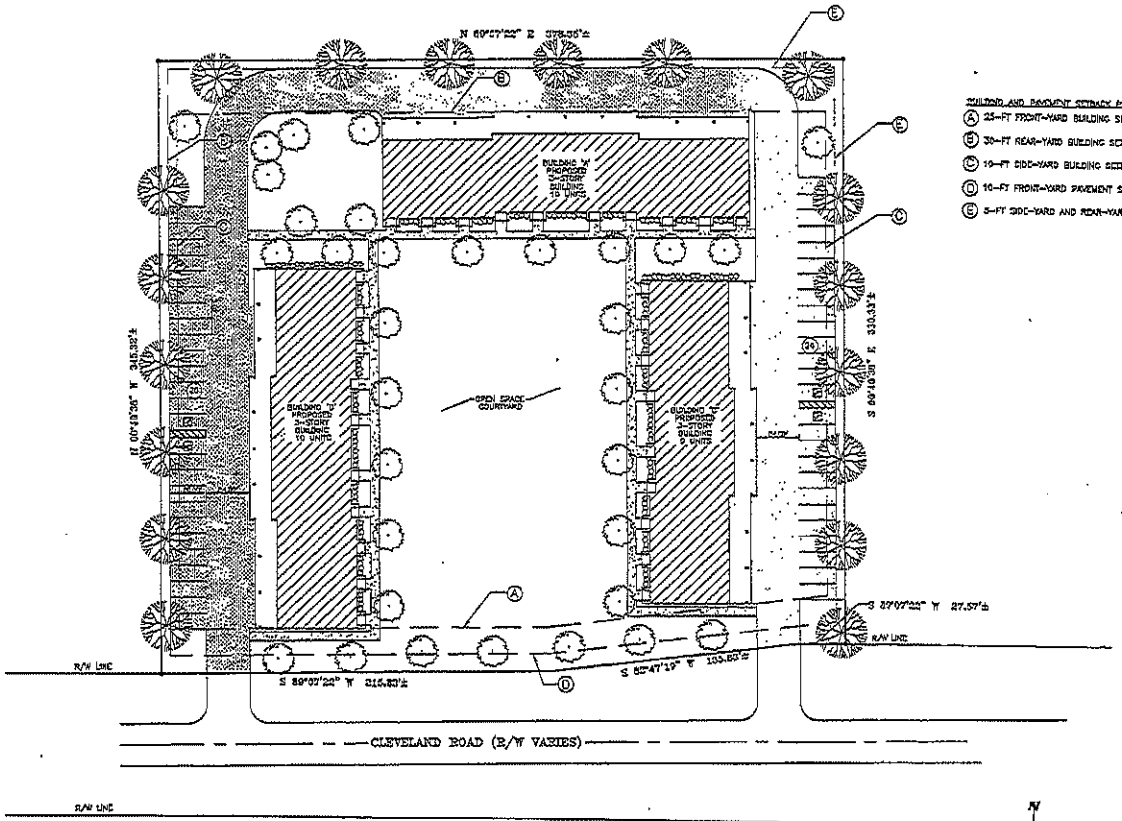
TOTAL NUMBER OF UNITS 29

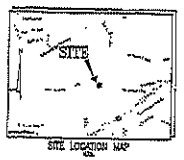
3). PARKING RATIO REQUIRED BY ORDINANCE:

A). RESIDENTIAL DWELLING UNITS: ONE AND HALF (1.5) PARKING SPACES PER RESIDENTIAL UNIT.
NUMBER OF SPACES REQUIRED FOR 29 UNITS ..... 44 SPACES
NUMBER OF SPACES PROVIDED (2-CAR GARAGE PROVIDED PER UNIT) ..... 58 SPACES
NUMBER OF ADDITIONAL OFF-STREET PARKING PROVIDED ..... 52 SPACES

TOTAL NUMBER OF PARKING SPACES PROVIDED: ..... 110 SPACES

4). ALL PARKING SPACES WILL MEET MISHAWAKA STANDARDS AND ADA STANDARDS.
5). BUILDINGS WILL BE SERVICED BY MUNICIPAL SANITARY SEWER AND MUNICIPAL WATER.
6). NAME OF ENGINEER, SURVEYOR AND LANDSCAPE ARCHITECT.
DANCH, HARNER & ASSOCIATES, INC.
1643 COMMERCE DRIVE
SOUTH BEND, INDIANA 46628
(574) 234-4003
7). SURFACE AND ON-SITE DRAINAGE TO BE HANDLED TO MEET STANDARDS REQUIRED BY CITY MISHAWAKA ENGINEERING DEPARTMENT.
8). BUILDINGS SHOWN ARE TWO (2) STORIES.





SITE LOCATION MAP

BUILDING AND PAVEMENT SETBACK PER "M-1" STANDARDS:
- (A) 25-FT FRONT-YARD BUILDING SETBACK
- (B) 30-FT REAR-YARD BUILDING SETBACK
- (C) 10-FT SIDE-YARD BUILDING SETBACK
- (D) 10-FT FRONT-YARD PAVEMENT SETBACK
- (E) 5-FT SIDE-YARD AND REAR-YARD PAVEMENT SETBACK

N

DHA

0 30 60 90

SCALE 1" = 30'

Ref 16-32

Daniel, Harner & Associates, Inc.
Land Surveyors • Principal Engineers
Landscape Architects • Land Planners
DHA

DATE	DRAWN BY:
10/18/16	CCS
SCALE	CHECKED BY:
1"=30'	MJD
FILE #	FINAL MANOR
160235	MJD

REVISIONS

DATE	BY

SHEET 1 OF 1

SURVEYOR & ENGINEER:
DANCH, HARNER & ASSOCIATES, INC.
1643 COMMERCE DRIVE
SOUTH BEND, IN. 46628
(574) 234-4003
ATTN: MICHAEL DANCH

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SUMMARY OF SERVICES

The City of Mishawaka, known as the Princess City, was incorporated in 1833 with only a few hundred residents. Now, with an estimated population of nearly 50,000 present-day Mishawaka is continuing to grow. From the bustling Grape Road corridor to the quiet paths of the Shiojiri Garden at Merrifield Park, the city offers residents a comforting sense of community where people like to live, work and raise families.

The backbone of any city is its services, and no unincorporated area of St. Joseph County can come close to matching the number and quality of services offered in the City of Mishawaka.

Some of the services provided are basic: electric, sewer, and water. Others, such as strong police and fire protection, efficient trash removal and access to parks and libraries, greatly improve the quality of life.

Sewer, water and electric services in the City are not paid by tax dollars; rather, Mishawaka Utilities services are all paid for through the low rates given to property owners.

Instead of dealing with septic systems, property owners can tap into lines provided by Mishawaka Utilities Wastewater Division. The Division has a plant staffed 24 hours a day, and maintenance technicians are available at all times to respond to emergencies. The City's sewer insurance program provides sewer coverage for each single-family residential homeowner on the public sewer system for a small monthly fee, paid with the Mishawaka Utilities bill. With this program, the homeowner is protected from paying the cost of catastrophic sewer repairs outside the home. A $42 million expansion of the wastewater treatment plant was completed in June 2008.

The City's water rates have traditionally been among the lowest in the state. The Water Division completed a $26 million capital improvement project in 2003. Several improvements to the overall system were made including the addition of a new well field, the replacement of water mains, and the extension of services to some areas that previously did not have water service.

Another service provided by Mishawaka Utilities is the distribution of electricity. Although Mishawaka Utilities does not generate or produce power, electricity is purchased at a wholesale rate and is distributed by Mishawaka Utilities. Mishawaka Utilities is not supported by tax dollars, but rather through revenue generated by the sales of electricity to its consumers.

But property owners get more out of being in the City of Mishawaka than just those basic services. Public safety is a priority in the City, with about 50 percent of the budget going toward fire, police and emergency medical services.

Mishawaka has a full-time Fire Department, with four stations. The Department maintains a Class 3 fire rating with the Insurance Services Office. The lower the rating, the lower a resident's homeowner's insurance will be. Additionally, the department's response time is excellent, and fire trucks arrive within three minutes to a call for 90 percent of the city.

The Mishawaka Police Department, with approximately 110 officers and employees, responds to critical incidents within three to five minutes. The Department offers many personal services within its Community Relations, Street Crimes Units, and Riverwalk Beat. These services include attendance at neighborhood watch meetings, administering various programs for school-aged children and senior citizens, and focusing on crime reduction in high crime areas of the city.

The City's EMS Department is a centralized system that responds to approximately 6,700 calls in 2015. The City, with its population of nearly 50,000, responds to about 50% more calls than the County ambulance service does, with its population of over 100,000 residents spread

SANITARY SEWER, TRANSPORTATION, AND DRAINAGE

Existing Sewer Infrastructure

An existing 8" gravity sanitary sewer main is parallel to the north right-of-way line for Cleveland Road and terminates at Fir Road Trail. The gravity sanitary sewer main terminates at this point due to the shallow depth of cover and will not be able to be extended by gravity any further west. However, the sewer main has capacity for the development of both parcels. A private grinder pump and matched small diameter forcemain may be necessary and available for direct connection by either parcel. Therefore upon any proposed new development, the design engineer will fully evaluate the options available for the connection of this development and present a plan to the Engineering department for review. All costs associated with sanitary sewer connections are the developer's responsibility. The existing gravity system connects to a gravity system that ultimately discharges to the City of Mishawaka's Waste Water Treatment Plant. Capacity is available in the current sanitary sewer system to easily accommodate the proposed commercial use from this proposed development.

Existing Road/Transportation Infrastructure

Cleveland Road is a two lane section, one travel lane in each direction. Both sites take their only access from the Cleveland Road Frontage. The developer is required to dedicate, if not already dedicated, any right-of-way for a total of 40LF measured from centerline for the length of the Cleveland Road frontage. With any proposed additional development, a deceleration lane and passing blister may be required to be constructed. However, these requirements will be evaluated once the site configuration and drive approach location with respect to existing neighboring parcels is submitted for review and comment with proposed site plan.

Existing Storm Sewer/Drainage Infrastructure

Regarding any new development or redevelopment, sites are required to retain the stormwater generated by the development on site at the rate of the 100-year return storm frequency. This requirement provides significant protection to both existing properties and proposed developments regarding the impact of stormwater run-off. Several different engineering methods are considered acceptable by the City of Mishawaka to calculate this requirement. The simplest method of calculation is using the one-line rational equation. However, the Rational Method, Curve Number Method, and Tr-55 Method are also acceptable and tend to be more advanced, taking into consideration the percolation rate of soil types and ratios of developed impervious surfaces. The choice of one method over another typically is due to factors of site size, soil type, and design preference.

Specifically, this area historically has high groundwater that typically fluctuates and therefore will make the percolation methods of stormwater management more critical. This means that management methods utilizing drywells and aggregate-perforated pipe may not be acceptable. Also, there is a potential that wetlands exist in this area that may need to be identified. Therefore, the designer will need to evaluate these unique features when determining the stormwater storage requirements for any proposed site improvements and corresponding management system. Finally, the developer is required to bear all costs associated with stormwater management.

Planned Capital Expenditures, Staff and Rates

If annexed, the City of Mishawaka Engineering and Sewer Maintenance Departments will not be responsible for maintenance of streets, storm sewers, or sanitary sewer systems within this development. However, any planned improvements of the adjacent streets and/or sewer infrastructure that are constructed within the public right of way and meet the City's Construction Standards, will be accepted by the Board of Public Works for public maintenance. The Engineering and Sewer Maintenance Departments do not require any additional funds than what is currently allocated within the present City budget. For general information, the repair and maintenance of sanitary sewers is supported by rates paid by its users. Otherwise, as a general percentage

CITY OF MISHAWAKA
2016 BUDGET

ENGINEERING DEPARTMENT
101-13

1 PERSONAL SERVICES			
Salaries and Wages			314,292.00
411-01	Director of Engineering	2,824.15	
411-02	Assistant Director	2,335.31	
	Project Coordinator	1,416.99	
	Project Manager	1,970.86	
	Traffic Manager	1,920.40	
	Office Manager	1,235.66	
Other Personal Services			
411-65	PE Certification	192.31	
2 SUPPLIES			
Office Supplies			
421-90	General Supplies	4,000.00	
			4,000.00
3 OTHER SERVICES AND CHARGES			
Professional Services			
431-06	Consulting	5,000.00	
Communication and Transportation			
432-03	Travel and Training	1,750.00	
Repairs and Maintenance			
436-01	Equipment Repair	3,000.00	
Other Services and Charges			
439-03	Subscriptions, Dues, etc.	500.00	
			10,250.00
			328,542.00

Mishawaka Utilities – Electric Division is well equipped to respond to problems associated with providing electric service. The electric division utilizes a wide breadth of equipment to meet the needs of the consumer. Major equipment includes loaders, backhoes, trenchers, boring machines, pushing machines, trailers, compressors, forklifts, bucket and line trucks, and pole trailers.

The service response time to restore from a loss of electricity resulting from storm damage or other physical line damage is typically less than AEP (AEP customers are spread geographically over a much larger area). However, since Mishawaka Utilities does not produce power, the utility is not able to control service problems based on the generation of power and has minimal control of transmission to, or within, Mishawaka.

Costs Associated with Services

Mishawaka Utilities is not supported by tax dollars, but rather through revenue generated by the sales of electricity to its consumers. Mishawaka Utilities does not generate or produce power. Mishawaka Utilities purchases electricity at a wholesale rate and is responsible for distributing it to every customer within the service area. Based on the large numbers of customers in a relatively small geographic area, Mishawaka Utilities is able to deliver electricity more economically than larger companies such as AEP. Although AEP actually generates or produces power, the cost for delivering the electricity to the consumer is greater because the customers are spread geographically over a much larger area. Actual rates will vary over time.

The City maintains an eighteen (18) member Dive/Rescue team for water emergencies.

Training

The fire department undergoes year-round training in all areas of suppression, haz-mat emergency medical, inspection, water rescue, public education, confined space, high angle rescue, extrication and others.

In order to work on an ambulance, the State of Indiana requires personnel to be Emergency Medical Technicians (minimum training). Generally speaking, while employed with an ambulance service, employees have an opportunity to advance their skills. Training is offered at three additional levels. Advanced EMT, (IV therapy, cardiac monitoring), EMT-Intermediate, (addition of advanced airway skills and the administration of certain medications), Paramedic, (addition of several other medications). The EMS division is highly regarded by other services and municipalities in our area offering paramedic service.

All firefighters hired by the City of Mishawaka must become an Advanced level E.M.T within eighteen (18) months of hiring and maintain it throughout their career.

In the calendar year 2015 each firefighter took part in an average of 200+ hours of continuing education.

Complete training records for all personnel are available.

Fire Insurance Rating

Mishawaka maintains a Class 3 fire rating with the Insurance Services Office. The lower the number in the rating, the lower a homeowner's insurance policy could be. Thus, properties that are annexed into the city could see a reduction in property insurance.

During the last audit in November of 2012 Mishawaka's rating improved from 72.25% out of a maximum of 100% in 2003 to 78.65% out of 100% in 2012.

We are currently only 1.35% away from a Class two (2) designation of which there are only three (3) in the State of Indiana.

We are waiting for improvements as a result of the ongoing Public Safety Answering Point mergers and some other internal improvements to occur before we asked to be reevaluated by the I.S.O.

Of course, the only way to determine if a reduction will occur is to contact applicable insurance providers. Homeowner's insurance portion that is fire related would benefit the least while those of a business would have a much larger impact.

For comparison, many township departments have ratings of 7 to 9. After our next reevaluation we believe Mishawaka's fire insurance rating will be the same as the City of South Bend, which is a two (2).

Future Plans

Additional personnel will become necessary in the future as the City grows. This increase is due in part to the increased role the department plays as the first responder unit for medical and accident calls. Given the numerous locations of fire stations in the city, the Fire Department is able to respond to emergency medical and accident situations in a shorter period of time than the emergency medical units alone.

The next Station slated for major improvements is Station #2 located at 2332 North Main Street. Planning and funding are being researched now.

Plans are also underway to place a fourth A.L.S. Paramedic ambulance in service as future growth of the department allows.

CITY OF MISHAWAKA
2016 BUDGET

FIRE/EMS DEPARTMENT
101-19

1 PERSONAL SERVICES			
Salaries and Wages			6,390,890.00
411-01	Fire Chief	2,631.28	
411-02	Assistant Chief	2,425.52	
	Chief Fire Prevention	2,282.37	
	Battalion Chief	2,371.60	
	Captain	2,255.25	
	Shift Supervisor	2,194.57	
	Lieutenant	2,192.67	
	Fire Inspector	2,173.05	
	Paramedic	2,173.05	
	Driver Operator	2,131.45	
	Master Firefighter	2,103.09	
	1st Class Firefighter	2,026.19	
	Civilian		
	Executive Secretary	1,246.34	
Other Personal Services			
411-02	Specialty Pay	180,000.00	
411-02	Out of Rank Pay	50,000.00	
411-60	Overtime	700,000.00	
411-66	Uniform Allowance 113 @ 1250	141,250.00	
411-67	Pension Equalization	26,800.00	
			1,098,050.00
Employee Benefits			
413-01	Social Security	35,000.00	
413-02	Medicare	110,000.00	
413-03	PERF-14.2%	70,000.00	
413-05	Health Insurance	2,000,000.00	
413-06	Life/Disability Insurance	12,000.00	
413-09	77 Pension 22.7%	1,292,000.00	
			3,519,000.00
			11,007,940.00

PARKS AND RECREATION OPPORTUNITIES

Parks and Recreation

Mishawaka offers 27 public parks, each with its own unique natural attributes. For boating enthusiasts, there are four parks with boat launches into the St. Joseph River. East of the American Electric Dam by Capital Avenue, the river provides opportunities for water-skiers and sailors. Mishawaka parks also have an excellent swimming pool, splash pads, as well as accommodations for tennis and various field sports, including a very popular softball program. Disc golf is another popular park sport. The City also contains the Eberhart-Petro 18 hole municipal golf course located along the St. Joseph River.

Some Mishawaka parks contain attractive areas for walking and picnicking, and nearly all have playground equipment and play field areas. Three parks, Shiojiri Niwa, Battell, and the Robert Beutter Riverfront Park, have attractive landscape and water amenities and are routinely the place for weddings, special events, and family pictures. The parks in Mishawaka range in size from 0.2 acres to 90 acres for the Eberhart-Petro Golf Course.

The responsibility for development of the parks and recreation system for the City rests with the Board of Parks and Recreation. The Board consists of four members and a member from the Board of School Trustees and a member from the Library Board.

Staff and Equipment

The park office staff consists of the Superintendent, Office Coordinator, Program Coordinator, and Secretary. There are 4 Park Divisions (Recreation/Special Events, Golf, Aquatics/Ice Rink, and Landscape). 3 Have Division Directors and the Landscape Division is headed by the Landscape Manager.

The Mishawaka Parks Department provides budget support for its park maintenance through the Central Services Department, which manages all operations and maintenance staff and equipment for streets, parks, motor pool, and some electrical service vehicles.

Costs Associated With Services

All programs implemented through the Mishawaka Park and Recreation Department are available to all who wish to participate in them or rent the facilities. Listings of all park and recreation rates are available through the City of Mishawaka Park Department.

If annexed, the existing park system will continue to provide a level of service for the area that is equal to the services currently provided for the rest of the city. Resident services will begin immediately upon annexation.

For general information purposes, a copy of the year 2016 budget has been included for reference.

CITY OF MISHAWAKA
2016 BUDGET

PARK AND RECREATION
204-50

3	OTHER SERVICES AND CHARGES			
	Professional Services			
	431-09	Health Screenings/Vaccines	8,000.00	
	Communication and Transportation			
	432-02	Postage	2,000.00	
	432-03	Travel and Training	3,000.00	
	432-04	Telephone	7,000.00	
	Printing and Advertising			
	433-01	Printing/Newsletter etc.	11,500.00	
	Insurance			
	434-90	Insurance Premiums/Deductibles	120,000.00	
	Utility Services			
	435-01	MU/AEP Charges	335,000.00	
	435-02	NIPSCO	50,000.00	
	Repairs and Maintenance			
	436-01	Equipment/Facility Repair	60,000.00	
	436-90	Service Contracts	90,000.00	
	Rentals			
	437-05	Uniforms/Port-o-lets	11,500.00	
	Other Services and Charges			
	439-03	Subscription, Dues, etc.	1,400.00	
	439-09	Miscellaneous/Charges	1,000.00	
	439-18	Instructor Fees	28,000.00	
	439-19	Official/Referee Fees	5,000.00	
	439-21	Recreation Event/Entertainment	28,000.00	
	439-93	Sales Tax	25,000.00	
				786,400.00
				3,335,944.00

POLICE AND CRIME PREVENTION

The City of Mishawaka's Police Department provides residents with professional public protection and safety, helping keep the city's crime rate low. The officers are among the area's most well-trained, receiving the best training, using top-of-the-line equipment and offering personal service to Mishawaka residents.

Staffing

There are currently a total of 7 full time civilians within the Mishawaka Police Department, and are budgeted for 106 sworn officers. The Department has 23 officers on the day shift, 25 on the afternoon shift, and 23 on midnights, making for a total of 71 officers in the Uniform Division.

Because of a State Mandate, effective on January 1, 2015, the four dispatch centers in St. Joseph County (including the Mishawaka Public Safety Dispatch Center) were required to consolidate into two Dispatch Centers. The former Mishawaka Police Dispatchers are now employed by St. Joseph County; hence the reduction in civilian employees for the MPD.

There are also 9 officers in the Investigative Division and 6 officers assigned to special duty (special crimes, domestic violence, school resource, etc.)

All police officers in the State are required to successfully complete the basic program at the Indiana Law Enforcement Academy within the first year of employment. This is a 15 week program. Current ILEA standards require each Officer to complete 24 hours of service training per year. The Mishawaka Police Department averages 64 hours of training, compared with minimums of 24+ statewide.

Equipment

The Police Department has a take-home patrol car program. Currently, there are 103 take-home vehicles. Each car contains standard first aid equipment for immediate response. Each officer is also well equipped with standard equipment such as side-arms, shotguns, Tasers. and body armor. All officers have been provided with digital cameras for recording accident and crime scenes. In addition, 22 cars are equipped with video cameras to record events on patrol. The City provides for the continual maintenance, repair, and replacement of equipment. Standard equipment items such as cars and firearms are on a set replacement schedule for both reliability and performance.

Several years ago the City purchased a radar trailer, which detects a motorist's speed and flashes it on a screen, for $9,000. This equipment assists in controlling speed by making motorists aware of their current rate of travel. This equipment can also specifically be used in the annexation area.

The Police Department has three School Resource officers available with School City of Mishawaka. One officer is assigned to Mishawaka High School, one officer is assigned to John Young Middle School and one is assigned to the elementary schools. The cost of these officers is shared with School City.

The Community Relations Unit

The Community Relations Officers handle various public relationship events such as Neighborhood Watch meetings, MPD tours for boy scouts and schools, reading to kids, bike safety rodeos, and participating in Tri-Ad Senior Citizens Organization. The unit is partnered with Nixle.com (a California-based Internet messaging-service provider). This provider offers a standardized, secure, and certified communication platform for local police departments, municipalities, and their agencies to communicate important, neighborhood-level information to the residents of their communities. This has been a great success with

CITY OF MISHAWAKA
2016 BUDGET

POLICE DEPARTMENT
101-20

1 PERSONAL SERVICES			
Salaries and Wages			6,314,554.00
411-01	Police Chief	2,648.18	
411-02	Assistant Chief	2,442.34	
	Captain	2,232.99	
	Lieutenant	2,189.99	
	Sergeant	2,148.35	
	1st Patrol Officer	2,119.99	
	2nd Patrol Officer	2,043.07	
	Civilians		
	Executive Secretary	1,246.34	
	Administrative Secretary	1,235.66	
	Secretary	1,218.76	
	Parking Personnel	1,218.76	
	Property Manager	1,373.87	
	Services Administrator	1,420.02	
	Crossing Guards 21 pays	341.57	
411-03	Substitute Crossing Guard	$20/hr	
	Temporary Help/Part-time	$7.25-$25.00	0.00
Other Personal Services			
411-60	Overtime/ Court-time Officer-Non Officer	471,228.00	
411-66	Uniform Allowance		
	1 @ 500, 106 @ 2050	217,800.00	
	Equipment Allowance	28,772.00	
			717,800.00
Employee Benefits			
413-01	Social Security	26,000.00	
413-02	Medicare	102,000.00	
413-03	PERF 14.2%	35,000.00	
413-05	Health Insurance	2,000,000.00	
413-06	Life Insurance	6,250.00	
413-10	77 Pension 21.7%	1,327,000.00	
			3,496,250.00
			10,528,604.00

STREET DEPARTMENT

The Mishawaka Street Department, with its large staff and several trucks and multiple pieces of equipment, constantly maintains the City's streets and is prompt at answering to emergencies.

Staffing

The Mishawaka Street Department, headed by the Street Commissioner, has 32 union employees, two clerical personnel and two assistant street commissioners. The telephone is staffed 24 hours a day, and one manager is on call at all times, so that most emergencies can be handled in less than one hour.

Equipment

The Department uses 3 tandem axle and 11 single-axle trucks for the majority of the City's snow plowing. The Department also has 12 4-wheel drive trucks used for plowing smaller streets.

If the need arises during a winter storm, the Department also can call upon the Utilities and Parks departments to help supplement the snow removal efforts.

Along with the three loaders, two graders and the help of the manpower and equipment from other departments, the City can put a total of seven loaders, five backhoes and four additional trucks on the road to help remove snow. St. Joseph County does not have as many resources and has a larger area to plow; therefore, it takes the county longer to clear their roads.

Services

The City's leaf pick-up program is completed on a weekly basis every fall, compared with the County's leaf pick-up program, which is done by quadrants.

The City also has an aggressive street sweeping schedule, with all streets swept every 10 days. The County does little street sweeping.

Also, in the event of a wind storm that blows trees into streets, the City can have the street re-opened, in most cases, in less than an hour. The county can take six to eight hours, as evidenced by calls from residents on streets just outside the City's boundaries.

Costs Associated with Services

If annexed, the City of Mishawaka Street Department is capable of providing a level of service for the area that is equal to the services currently provided for similar geographic areas within the City of Mishawaka. Given the proximity of the proposed annexation area, bordered to the south and east by the existing City limits, the Street Department does not require any additional funds than what have been allocated within the current city budget to provide these services. No capital expenditures are required in association with this proposed annexation. Services will begin within one year of the date of annexation as required by law.

For general information purposes, a copy of the year 2016 budget has been included for reference.

CITY OF MISHAWAKA
2016 BUDGET

MOTOR VEHICLE HIGHWAY
201-50

1	PERSONAL SERVICES			
	Salaries and Wages			1,466,350.00
	411-01	Street Commissioner	2,286.64	
	411-02	Office Manager	1,235.66	
		Secretary	1,218.76	
		Group 1: 32 @ 18.89*2092	18.89/hr	
		CS reimburse 1.55 for assts.	77,421.00	
	Other Services Personal			
	411-60	Overtime	81,500.00	
	411-62	Night Bonus .60/.55/hr	8,000.00	
	411-63	Longevity	21,000.00	
	411-64	FTO (Flexible Time Off) Plan	8,000.00	
				118,500.00
	Employee Benefits			
	413-01	Social Security	94,000.00	
	413-02	Medicare	23,000.00	
	413-03	PERF 14.2%	215,000.00	
	413-04	Unemployment	5,000.00	
	413-05	Employee Ins Benefits	470,000.00	
	413-06	Life Insurance	2,000.00	
				809,000.00
				2,393,850.00
2	SUPPLIES			
	Office Supplies			
	421-90	Office Supplies	1,500.00	
	Operating Supplies			
	422-02	Gas, Oil, etc.	200,000.00	
	Repair and Maintenance Supplies			
	423-03	Equipment/ Parts, Supplies	160,000.00	
	Other Supplies			
	429-08	Uniform Supplies	8,000.00	
	429-13	Traffic Supplies	36,000.00	
				405,500.00

CITY OF MISHAWAKA
2016 BUDGET

LOCAL ROAD AND STREET
202-50

4	CAPITAL OUTLAYS		
	Improvements other than Buildings		
	442-01 Street Repair/Summer Program	500,000.00	
			500,000.00

WASTEWATER

Services
Services are provided by the Mishawaka Wastewater Division 24-hours a day. There are at least two operators staffing the facility at all times. Additionally, maintenance technicians can be called in during off-hours to respond to emergencies. The thirty remote sewage lift stations are continuously monitored by radio telemetry.

Facilities
Mishawaka's wastewater treatment plant is a Class IV facility that was recently expanded to provide an average design capacity of 20 million gallons per day (MGD). The peak design capacity is 42 MGD. The plant is designed to operate in the conventional activated sludge mode. Single stage nitrification is achieved in the activated sludge process to convert ammonia to nitrate. Phosphorus is removed both biologically and by chemical precipitation using ferrous chloride. Solids generated in the treatment process are anaerobically digested and mechanically dewatered. These biosolids are land applied on area farm fields for soil conditioning and fertilizing. The treated effluent from the facility is disinfected with sodium hypochlorite, then treated with sodium bisulfite to remove any chlorine residual. The dechlorinated effluent is aerated to add dissolved oxygen.

For the year 2015 an average flow of 9.35 MGD was treated. The average cBOD removal was 98% and the average suspended solids removal was 98%.

Staff
Twenty six people staff the wastewater utility. There are 5 managers/supervisors, 4 chemists, 9 operators, 6 maintenance technicians, 1 biosolids technician, and 1 pretreatment technician. At least two operators are on duty at all times.

Support Personnel
The Wastewater Division relies on the Mishawaka Utilities Business Office for support functions such as billing, budget tracking, and customer service. The City's Engineering Division works closely with the Wastewater Division on plan reviews for sewer and lift station additions. Consulting engineering firms are used to design improvements and for comprehensive studies.

Planned Capital Improvements for 2016 and Beyond
A $42 million upgrade was completed in mid 2008 for the wastewater utility. This upgrade was necessary to provide capacity for service area growth and to address the CSO requirements established in Mishawaka's NPDES permit and CSO control regulations. The upgrade increased both the dry weather flow capacity and the plant's capability to treat wet weather flows. Construction began in November 2005 and was substantially complete in June 2008.

The capital improvements increased the wastewater treatment plant's capacity from 12 MGD to 20 MGD. The hydraulic peak capacity increased from 24 MGD to 42 MGD. The scope of the wastewater treatment plant improvements include the following elements:

- Parallel 60-inch interceptor sewer from CSO 009 to treatment plant
- Influent Pump Station Expansion
- Additional Fine Screen
- New Grit Separation and Washing Equipment
- New Scum Concentrating Equipment
- Addition of Two New Grit Removal Tanks
- Addition of Two New Primary Clarifiers
- Addition of Two New Aeration Tanks
- Addition of Two New Final Clarifiers
- Addition of Chlorine Contact Tank
- Conversion From Gaseous Chlorine and Sulfur Dioxide to Liquid Sodium Hypochlorite and Sodium Bisulfite Disinfection
- Rehabilitation of Ferrous Chloride Storage and Feed System
- Addition of two WAS Gravity Belt Thickener

Services to Residents – (Cont.)
The Division has no benefits geared strictly toward senior citizens, but it does accept money from the Project Safe program, provided by Real Services. Real Services provides state funds to pay utility bills of low-income families that fall within a certain income range. The low-income families must fill out an application, at the Real Services office, to become eligible for this benefit.

Costs Associated with Services
Mishawaka Utilities Water Division is not supported by tax dollars, but rather through revenue generated by the sales of water to its consumers. All costs associated with providing water service are rate generated. No tax dollars are used to provide this service. If annexed, Mishawaka Utilities is capable of providing a level of service for the area that is equal to the services currently provided within the City.

Services to Residents – (Cont.)
The Division has no benefits geared strictly toward senior citizens, but it does accept money from the Project Safe program, provided by Real Services. Real Services provides state funds to pay utility bills of low-income families that fall within a certain income range. The low-income families must fill out an application, at the Real Services office, to become eligible for this benefit.

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RESOLUTION NO. 2016-33

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, INTRODUCING AN ORDINANCE FOR ANNEXATION, ADOPTING A WRITTEN FISCAL PLAN, AND A DEFINITE POLICY FOR ANNEXATION FOR THE PROPERTY LOCATED AT:

Property located at 15057 Cleveland Road, 15151 Cleveland Road, and vacant land Cleveland Road, Granger, IN 46530.

WHEREAS, the Common Council of the City of Mishawaka desires to consider the annexation of territory adjacent to the City in accordance with a definite policy and all applicable laws and restrictions.

WHEREAS, the entire area proposed for annexation has either petitioned for annexation or signed a consent regarding annexation.

WHEREAS, Indiana Code Section 36-4-3-3.1 requires a municipality to develop and adopt a written fiscal plan and establish a definite policy by resolution.

WHEREAS, the said fiscal plan has been reviewed and is otherwise consistent with the requirements of Indiana Code 36-4-3-13.

WHEREAS, the Department of City Planning has prepared said fiscal plan with the input of each applicable City department. Furthermore, based on the review of each City department, a comparable level of City services can be provided to the proposed annexation area when compared to similar geographic areas of the City.

WHEREAS, the Department of City Planning has prepared a written policy on annexation that has been incorporated within the fiscal plan.

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

Section I. The Common Council has provided notice of this resolution as required by law, and is initiating an ordinance to annex the following property, legally described as:

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.

Section II. Following the review of documents prepared by the Department of City Planning and presentation, the Common Council hereby adopts the Fiscal Plan and Annexation Policy as it relates to the aforementioned properties.

Section III. This Resolution shall be in full force and effect after its adoption by the Common Council and approval by the Mayor, as required by law.

Appendix "B"
Annexation Ordinance

PETITION #16-32

CITY OF MISHAWAKA, INDIANA

PROPOSED ORDINANCE NO. _____

ORDINANCE NO. _____

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

WHEREAS, a Petition has been presented to the Common Council of the City of Mishawaka, Indiana, praying that certain territory lying contiguous to the corporate limits of the City of Mishawaka, Indiana, be annexed to and declared to be a part of the City of Mishawaka, and that it be provided with a Zoning Classification, and

WHEREAS, the Mishawaka City Plan Commission, to which Commission the petition was duly referred, has recommended the annexation and the zoning as hereinafter set forth, including the imposition of reasonable conditions, to wit, the recommendations of the Department of City Planning.

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

Section 1. The following described real estate be and the same is hereby annexed to and declared to be a part of the City of Mishawaka, Indiana:

> 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.

The above described real estate shall hereafter be annexed into and within the City of Mishawaka, Indiana, and a part of that district designated in the Zoning Ordinance of the City of Mishawaka, Indiana, and shall carry a classification for zoning of R-3 Multi-Family Residential District.

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

1. Existing Conditions - The subject parcels are located along a low to moderately travelled section of Cleveland Road on which traffic volumes are expected to remain relatively constant. Cleveland Road between State Road 23 and Fir Road does not serve as a major east-west corridor into the city. Adjacent land uses include single-family residential properties to the north, west, and east, and a single-family residential and commercial property to the

APPROVED by me this _____ day of _____, 2016, at _____o'clock _____.M.

_____
David A. Wood, Mayor

1.

2010	School Art Institute	0.0050	0.0050	0.0050	0.0050	0.0050	0.0050	0.0050	0.0050	0.0050	0.0050	0.0050			0.0050			0.0050		0.0050	0.0050			0.0050	0.0050	0.0050		0.0050			0.0050	0.0050
2051	2010 STATE LOAN																														
6301	School Transportation Fund	0.3681	0.3681	0.3681	0.3681	0.3681	0.3681	0.3681	0.3681	0.3681	0.3681	0.2463	0.1746	0.1746	0.2463	0.2463	0.2463	0.2463	0.2463	0.3784	0.3681	0.3681	0.2579	0.2579	0.3681	0.2463	0.2463	0.0784	0.2463	0.1746	0.1746	0.2463	0.3681
6302	School Bus Replacement	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0175	0.0407	0.0407	0.0175	0.0486	0.0486	0.0175	0.0126	0.0018	0.0018	0.0018	0.0252	0.0252	0.0018	0.0175	0.0175	0.0130	0.0175	0.0407	0.0407	0.0175	0.0018
714	Total SCHOOL	1.2662	1.2662	1.2662	1.2662	1.2662	1.2662	1.2662	1.2662	1.2662	1.2662	1.0315	0.9521	0.9521	1.0315	1.2078	1.2078	1.0315	1.0076	1.2662	1.2662	1.2662	0.9951	0.9951	1.2662	1.0316	1.0316	1.0076	1.0316	0.9521	0.9521	1.0316	1.2662
0	Library Debt																																
101	Library General	0.2899	0.2899	0.2899	0.2899	0.2899	0.2899	0.2899	0.2899	0.2899	0.2899	0.1333	0.0601	0.0601		0.2564	0.2564	0.1333	0.1333	0.2899	0.2899	0.2899	0.2899	0.2899	0.2899	0.1333	0.1333	0.1333	0.1333	0.2899	0.2899	0.1333	0.2899
185	Library Debt Serv Exempt CB	0.0517	0.0517	0.0517	0.0517	0.0517	0.0517	0.0517	0.0517	0.0517	0.0517	0.0277						0.0277	0.0277	0.0517	0.0517	0.0517	0.0517	0.0517	0.0517	0.0277	0.0277	0.0277	0.0277	0.0517	0.0517	0.0277	0.0517
285	Library Lease/Rent Exempt CB																0.1040	0.1040															
382	Library Debt #2 Exempt CB																																
1220	Library Capital Project	0.0133	0.0133	0.0133	0.0133	0.0133	0.0133	0.0133	0.0133	0.0133	0.0133										0.0133	0.0133	0.0133	0.0133	0.0133					0.0133	0.0133		0.0133
2011	Library LRF																																
715	Total LIBRARY	0.3549	0.3549	0.3549	0.3549	0.3549	0.3549	0.3549	0.3549	0.3549	0.3549	0.1610	0.0601	0.0601	0.0000	0.4604	0.4604	0.1610	0.1610	0.3549	0.3549	0.3549	0.3549	0.3549	0.3549	0.1610	0.1610	0.1610	0.1610	0.3549	0.3549	0.1610	0.3549
6001	So Bend Transpo			0.1153		0.1153	0.1153																										
6000	So Bend Transpo Spec Tran Cum																	0.1153	0.1153			0.1153							0.1153			0.1153	0.1153
6101	Airport Authority General	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312	0.0312
6160	Airport Sp Airport Debt	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079
6161	Airport Auth Bond Ex CB																																
6105	Airport Authority Cum Bldg	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032	0.0032
6210	Sp Solid Waste Ma																																
6485	SB Redevel Bond #1 Ex CB		0.0048		0.0048					0.0048																							
715	Total SPECIAL UNIT	0.0423	0.2224	0.0423	0.2224	0.1576	0.0423	0.0423	0.0423	0.2224	0.0423	0.1423	0.0423	0.0423	0.0423	0.0423	0.0423	0.1576	0.1576	0.0423	0.0048	0.2224	0.0423	0.0423	0.0423	0.1423	0.0423	0.0423	0.0048	0.2224	0.0423	0.0423	0.0048
	Total Tax Rates	2.9319	6.0315	2.7275	6.0317	4.5089	2.7343	3.4285	2.7479	6.0342	2.6591	2.2759	2.2165	2.0142	1.9574	2.6359	2.6139	4.0784	4.4343	2.6723	5.0719	2.2284	2.2701	2.7542	2.9870	2.2912	2.4471	2.0295	2.2548	2.0027	4.0551	2.2636
	(Less Conservancy)																																
	LOIT PTRC %	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537	9.4537
	County COIT HMSTD %	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243	5.8243
	Exempt Rate	0.5980	0.6628	0.5980	0.6628	0.5980	0.5980	0.5980	0.6358	0.6628	0.5980	0.2632	0.4427	0.4427	0.2355	0.8403	0.8403	0.2632	0.9200	0.5980	0.6628	0.0902	0.0902	0.5980	0.2632	0.2632	0.9200	0.3280	0.4944	0.4944	0.2632	0.6628

I, Michael J Hamann, Auditor of St. Joseph County, hereby certify that the above is a true and correct copy of all tax collectible in St. Joseph County for the year 2016.

2.

1. Harris Township Tax Rates - Prior to Annexation

2. Mishawaka/Harris Twp. Tax Rates - Post-Annexation

$43,467,811	266,931	$163	$7,514,198,242	$0.55

Debt Name (Bond ID)	Primary Repayment Source	Secondary Repayment Source(s)	Amount Outstanding as of July 1, 2015	Year of Last Scheduled Payment
IN-TEK TIF REDEVELOPMENT - 2165	TIF		$610,000	2017
JAIL BUILDING CORPORATION - 2516	Property Tax		$12,125,000	2018
BITTERSWEET BRIDGE - 2527	Property Tax		$1,570,230	2016
AM GENERAL - 2572	TIF		$9,302,527	2018
MOTOROLA - 2655	CEDIT		$2,190,974	2017
Mental Health Revenue Refunding Bonds, Series 2012 (Limited Tax) - 5965	Other Revenue		$3,274,425	2021
Economic Development Income Tax Revenue Bonds of 2014 - 8867	CEDIT		$11,841,004	2034
St. Joseph County, Indiana, Limited Tax Bridge Refunding Bonds of 2014 - 8992	Property Tax		$2,553,651	2018

Pensions

Many local governments provide employees with a pension plan to assist with retirement. These pension plans often include a contribution by the local government on behalf of the employees. While some local governments may choose to operate their own pension plans either for all employees or just for select pools of employees, many local governments will also operate pension plans through the Indiana Public Retirement System (INPRS). INPRS administers several different pension plans used by local governments.More information is available in Fiscal Health Indicators:

Net Assessed Value & Exempt Properties

A key value in determining property tax rates is the amount of net assessed value for the unit (as certified to the Department of Local Government Finance by the county auditor). Certified net assessed value is the sum of the assessed values of real estate and personal property after the removal of any applicable deductions or exemptions and after removing the assessed value which is being directed to TIF districts. The certified net assessed value (CNAV) is commonly referred to as the property tax base for the local government.

Deductions reduce the gross assessed value by a certain amount or percentage. Exemptions typically will make the entire assessed value of the parcel or record exempt from taxation, essentially taking the parcel or record out of the property tax base for a local government. In certain instances, though, it is also possible to have partial exemptions, which exempt just a portion of the parcel or record from taxation. More information is available in these two documents: Fiscal Health Indicators: Net Assessed Value (NAV) (downloads/NAV Change.pdf) and Fiscal Health Indicators: Government Acreage as Percent of Total Acres (downloads/Exempt AV.pdf), as well as these companion excel files Net Assessed Value (NAV) (downloads/NAV Change for Download.xlsx) and Government Acreage as Percent of Total Acres (downloads/Govt as Percent of Total Acres for Download.xlsx).

$7,514,198,242
2014 Certified Net Assessed Value

$1,342,119,635
2014 Exempt Assessed Value

17.9 %
2014 Exempt Assessed Value as Percent of Certified Net Assessed Value

	2013	2014	Percent Change
Certified Net Assessed Value	$7,671,151,787	$7,514,198,242	-2.0 %
Exempt Assessed Value	$1,333,521,797	$1,342,119,635	0.6 %
	2013	**2014**	**Change**
Exempt Assessed Value as Percent of Certified Net Assessed Value	17.4 %	17.9 %	0.5 %

214,883
Total Acreage

7,069
Government Acreage

3.3 %
Government Acreage as Percent of Total Acreage

	2013	2014	Percent Change
Total Acreage	215,193	214,883	-0.1 %

commission or authority to receive tax revenues from growth in assessed value within the TIF district and then use those revenues for projects within the TIF district. These projects typically are designed to encourage further development and growth within the TIF district or surrounding area. More information is available in Fiscal Health Indicators: Tax Increment Finance (downloads/TIF Data.pdf) and the companion excel file Tax Increment Finance (downloads/TIF Data for Download.xlsx).

$1,483,910,379 *Certified Incremental TIF Assessed Value*

19.8 % *Incremental TIF as Percent of Certified AV*

$0 *Certified Passthrough TIF AV*

0.0 % *Passthrough TIF as Percent of Certified AV*

	2013	2014	Percent Change
Certified Net Assessed Value	$7,671,151,787	$7,514,198,242	-2.0 %
Certified Incremental TIF Assessed Value	$1,488,058,479	$1,483,910,379	-0.3 %
Certified Passthrough TIF AV	$0	$0	0.0 %
	2013	**2014**	**Change**
Incremental TIF as Percent of Certified AV	19.4 %	19.8 %	0.4 %
Passthrough TIF as Percent of Certified AV	0.0 %	0.0 %	0.0 %

TIF Name (TIF ID)	2013 Parcel Count	2013 Base AV	2013 Inc. AV	2014 Parcel Count	2014 Base AV	2014 Inc. AV
Wyatt Economic Development Area Allocation Area #1 - T71401	25	$6,735,347	$1,309,938	26	$6,793,269	$4,914,154

County Adjusted Gross Income Tax (CAGIT)	$0	$0	0.0 %
CAGIT Property Tax Replacement Credit (PTRC)	$0	$0	0.0 %
CAGIT Public Safety	$0	$0	0.0 %
Levy Freeze	$0	$0	0.0 %
Special Legislation	$0	$0	0.0 %

Annual Financial Reports: General Fund

The annual financial results of a local government provide key insights on the fiscal health of the local government. By reviewing items such as fund balances and trends in spending and revenues, interested parties can gain an understanding of how the government has been performing from a financial perspective and where concerns may exist in the future.

At regular intervals, local governments are required to submit financial results to the State of Indiana. Non-school political subdivisions will submit an Annual Financial Report to the State Board of Accounts after the conclusion of a year. Schools submit semi-annual financial results to the Indiana Department of Education. This data forms the basis for the indicators included in this section. Please note that Indiana local governments primarily report on a cash basis for accounting. This may impact the interpretation of fund balances and other financial data.

As each unit will have their own set of funds and methods for reporting activities within these funds, the Department has provided standardization for the purposes of Fiscal Health Indicators. To do so, the Department first assigned each fund to the specific categories of General, Rainy Day, Debt Service, Dedicated, Restricted and Enterprise. More information is available in Fiscal Health Indicators: Financial Data (downloads/AFR Data.pdf) and the companion excel file Financial Data (downloads/AFR Data for Download.xlsx).

16.5 %
General Fund Balance as Pct. of Revenues

-6.3 %
General Fund Deficit or Surplus as Pct. of Revenue

$222.91
General Fund Revenues Per Capita

	2013	2014	Percent Change
General Fund Balance	$7,876,229	$9,829,891	24.8 %
General Fund Deficit or Surplus	($1,259,238)	($3,751,052)	197.9 %
General Fund Revenues	$58,807,916	$59,501,953	1.2 %

Personal Services	$39,392,058	65.6 %	$38,929,456	61.6 %
Supplies	$2,531,109	4.2 %	$2,225,998	3.5 %
Services and Charges	$18,043,457	30.0 %	$22,088,938	34.9 %
Debt Service - Principal and Interest	N/A	N/A	N/A	N/A
Capital Outlays	$100,530	0.2 %	$8,614	0.0 %
Other Disbursements	N/A	N/A	N/A	N/A
Operations	N/A	N/A	N/A	N/A

Annual Financial Reports: All Funds

-6.4 %
Deficit or Surplus as Pct. of Revenue

$430.16
Expenditures Per Capita

	2013	2014	Percent Change
Revenues	$104,115,677	$107,903,908	3.6 %
Expenditures	$102,539,318	$114,823,848	12.0 %
Deficit or Surplus	$1,576,360	($6,919,940)	-539.0 %
	2013	**2014**	**Change**
Deficit or Surplus as Pct. of Revenue	1.5 %	-6.4 %	-7.9 %
Expenditures Per Capita	$384.14	$430.16	$46.02

Revenues by Type	2013	Pct. of Total	2014	Pct. of Total
Total	$104,115,677	100.0%	$107,903,908	100.0%
Taxes and Intergovernmental	$75,649,220	72.7 %	$75,678,893	70.1 %
Licenses and Permits	$77,967	0.1 %	$79,108	0.1 %
Charges for Services	$12,137,972	11.7 %	$12,125,312	11.2 %

Adult Probation Administrative Fee Cashbook - 0012	$7,605	$0
Adult Probation Administrative Fees - 0012	$0	$7,716
JJC Equipment Cashbook - 0016	$2,477	$0
JJC Equipment Reimbursement - 0016	$0	$2,767
JJC Restitution - 0017	$0	$36,288
JJC Restitution Cashbook - 0017	$23,326	$0
JJC Probation User Fee Cashbook - 0018	$35,445	$0
JJC Probation User Fees - 0018	$0	$39,364
Accident Reports Sheriff - 1101	$31,769	$43,643
Public Housing Authority - 1103	$28,180	$28,180
Clerks Record Perpetuation - 1119	$220,071	$90,227
Community Based Corrections - 1122	$224,803	$210,234
Community Transition Program - 1123	$22,475	$22,475
Animal License Fee (Dog Tax) - 1129	$28,341	$35,366
County Disclosure Fees - 1131	$0	$405,590
Cumulative Bridge - 1135	$1,152,320	$1,358,813
Cum Capital Devlpmt Fund - 1138	$2,628,024	$2,395,057
County Drug Free Fund - 1148	$74,552	$118,234
Local Emergency Planning Fund - 1152	$17,739	$4,313
St Joseph Co. Em.Tel.Sys.Fund - 1153	$1,752,779	$308,455
Enhanced Access Fee - 1154	$432,484	$471,904
Firearms Training & Police Ed. - 1156	$151,308	$165,246

Park & Recr Gift & Grant - 4100	$158,568	$144,317
Wyatt Economic Dev Area #1 - 4300	$6,092,660	$6,440,078
County Poor Relief Bond - 4604	$198,165	$198,165
D.R.C.B. Fee Fund - 4900	$26,562	$28,050
Alt. Dispute Resolution Fund - 4901	$9,304	$7,656
Co Sheriff Cef - 4903	$129,832	$157,397
Sex/Violent Offender Fee - 4904	$19,734	$25,412
Sex/Violent Off. Add. Fee - 4905	$5	$5
Ptg Manor Farm Operation - 4906	$24,902	$25,204
Commissioner's Cert. Sale - 4907	$0	$0
County Owned Tax Sale - 4908	$1,568,759	$1,210,807
Drug Testing Fees - 4909	$119,680	$125,244
Adult Drug Testing Fees - 4910	$12,844	$4,554
Community Development - 4911	$14,565	$14,565
Federal D.E.A./Sheriff - 4912	$0	$137,297
Sheriff D.E.A. Fund - 4913	$3,518	$3,900
Pros D.E.A. Fund - 4914	$14,209	$14,209
Federal D.E.A./Prosecutor - 4915	$130,377	$0
Healthwin - 4916	$329,399	$428,739
Public Defenders Fees - 4919	$310,512	$327,205
Co. Emergncy Command Ctr. Fund - 4920	$317,926	$317,926
County Building Fund - 4921	$0	$0
Comm. Corrections Bldg. Fund - 4922	$391,430	$391,430
Local Hwy. User Tax Projects - 4923	$899,530	$310,590
Adult Pro. Admin. Fee - 4925	$216,064	$218,437
CEDIT/PSAP Construction Fund - 4933	$0	($559,900)

Health Local Hlth Services Grt - 9101	$99,271	$83,180
Drug Free Comm. Council Grant - 9102	$12,355	$6,360
Health H.U.D. Grant - 9103	($18,136)	($15,076)
2012 Problem Solving Grant - 9104	$3,811	$2,287
Family Court Grant - 9105	$385	$0
Data Share Initiative Grant - 9107	$30	$1,030
Adult Protective Services Grnt - 9108	($43,108)	($62,097)
Influenza Immunization Grant - 9109	($36,065)	($47,238)
Health Trust Fund - 9111	$264,803	$277,602
Juvenile Detention Alternative - 9112	$0	($22,381)
DV/PO Court Grant - 9113	$48,947	$31,180
Community Based Corrections - 9114	$481,276	$532,477
Community Transition Program - 9115	$55,272	$52,003
County Sales Disclos. Fee-old - 9701	$379,780	$0
Small Town Survey - 9702	$0	$0
Debt Service Funds		
Redv Bnd 2001Refin Bond 2010 - 4401	$3,978,318	$782,918
County Bonds & Interest - 4600	$1,425,993	$1,596,196
Enterprise Funds		
Restricted Funds		
Treasurer After Settlement Collections - 0001	$7,873,958	$9,615,625
Sheriff"s Inmate Trust and Unclaimed - 0002	$184,302	$0

Mich St Withholding - 5250	$5,627	$5,820
Federal Withholding - 5353	$0	$0
Fica - 5354	$0	$0
Perf - 5357	$100	$1
Ind Gross Withholding - 5361	$155,408	$155,979
Settlement - 6000	$0	$0
Public Safety L.O.I.T. - 6005	$4,287,139	$4,430,056
County Wheel Tax - 6020	$378	$378
C.V.E.T. Fund - 6023	$0	$0
Excise Surtax Fund - 6024	$0	$0
Sewage Liens Collections - 6042	$8	$40
HEA 1001-08ST Homestead Credit - 6103	$22,344	$0
Fines & Forfeitures - 7101	$137,477	$126,194
Special Death Benefit Fees - 7104	$1,340	$1,655
State Sales Disclosure Fees - 7105	$2,750	$2,800
Coroner Trng. & Cont. Ed. Fees - 7106	$2,448	$3,888
Adult/Juv. Interstate Compact - 7107	$4,116	$6,116
Mortgage Recording Fee-State - 7108	$1,380	$1,283
Inheritance Tax - 7202	$527,385	$74,239
Education Plate Fee Distr - 7301	$0	$0
Riverboat Revenue Sharing - 7303	$0	$0
Convention Exhibition Center - 7304	$2,400,769	$3,311,648
C.E.D.I.T. Fund - 7312	$9,391,663	$8,409,039
C.O.I.T. Fund (H.S.C.) - 7313	$6,567,597	$4,431,800
C.O.I.T. Fund (P.T.R.C.) - 7315	$1,476,367	$0

Young Adult (25 to 44)	66,139	24.8 %
Adult (45 to 64)	69,078	25.9 %
Older Adult (65 plus)	36,788	13.8 %

Educational Attainment, 2014	Population	Pct. of Total
Total Population 25 and Older	172,005	100%
High School Graduate (incl. equiv.)	55,042	32.0 %
Associate Degree	13,483	7.8 %
Bachelor's Degree	28,388	16.5 %
Graduate or Professional Degree	18,336	10.7 %

Households, 2014	Households	Pct. of Total
Total Households	101,759	100%
Family Households	65,242	64.1 %
Non-family Households	36,517	35.9 %
Living Alone	30,289	29.8 %

Resident Occupations, 2014	Population	Pct. of Total
Employed civilian pop. 16 years and over	122,074	100%
Management, professional, and related	41,429	33.9 %
Service	21,990	18.0 %
Sales and office	30,891	25.3 %
Farming, fishing, and forestry	223	0.2 %
Construction, extraction, and maintenance	8,548	7.0 %
Production, transportation, and material moving	18,993	15.6 %

INDIANA Gateway for government units

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Fiscal Health Indicators

The Fiscal Health Indicators provide easy access to data that help assess the financial resiliency of local governments across the state.

Type in the name of a local government unit:

Harris township, St. Joseph County

Excel

Harris township, St. Joseph County

2014 Census Population: 23,520

Debt

Local governments may enter into debt for the purposes of funding capital projects such as the construction of facilities. This debt will often be payable over several years and will require the payment of interest on the amount of debt outstanding. Governments may use a wide variety of revenue sources for repayment of outstanding debt, including property taxes, local income taxes or utility fees. Multiple revenue sources may be dedicated to the repayment of an individual debt, with the revenues often identified as "primary" or "secondary". More information is available in Fiscal Health Indicators: Debts (downloads/Debt.pdf) and the companion excel file Debt data (downloads/Debt for Download.xlsx).

N/A	N/A	N/A
Amount of Outstanding Debt as of July 1, 2015	*Outstanding Debt Per Capita*	*Outstanding Debt per $100 Net Assessed Value*

N/A	N/A
2014 Retiree(s) Receiving Post Retirement Benefits	*2014 Post Retirement Benefits Paid*

Net Assessed Value & Exempt Properties

A key value in determining property tax rates is the amount of net assessed value for the unit (as certified to the Department of Local Government Finance by the county auditor). Certified net assessed value is the sum of the assessed values of real estate and personal property after the removal of any applicable deductions or exemptions and after removing the assessed value which is being directed to TIF districts. The certified net assessed value (CNAV) is commonly referred to as the property tax base for the local government.

Deductions reduce the gross assessed value by a certain amount or percentage. Exemptions typically will make the entire assessed value of the parcel or record exempt from taxation, essentially taking the parcel or record out of the property tax base for a local government. In certain instances, though, it is also possible to have partial exemptions, which exempt just a portion of the parcel or record from taxation. More information is available in these two documents: Fiscal Health Indicators: Net Assessed Value (NAV) (downloads/NAV Change.pdf) and Fiscal Health Indicators: Government Acreage as Percent of Total Acres (downloads/Exempt AV.pdf), as well as these companion excel files Net Assessed Value (NAV) (downloads/NAV Change for Download.xlsx) and Government Acreage as Percent of Total Acres (downloads/Govt as Percent of Total Acres for Download.xlsx).

$944,490,902	$32,254,180	3.4 %
2014 Certified Net Assessed Value	*2014 Exempt Assessed Value*	*2014 Exempt Assessed Value as Percent of Certified Net Assessed Value*

	2013	2014	Percent Change
Certified Net Assessed Value	$942,856,286	$944,490,902	0.2 %
Exempt Assessed Value	$32,098,680	$32,254,180	0.5 %
	2013	**2014**	**Change**
Exempt Assessed Value as Percent of Certified Net Assessed Value	3.4 %	3.4 %	0.0 %

6,566	134	2.0 %
Total Acreage	*Government*	*Government*

Tax Increment Financing (TIF)

Counties, cities, and towns can establish tax increment finance (TIF) districts through a redevelopment commission or authority. TIF districts allow the redevelopment commission or authority to receive tax revenues from growth in assessed value within the TIF district and then use those revenues for projects within the TIF district. These projects typically are designed to encourage further development and growth within the TIF district or surrounding area. More information is available in Fiscal Health Indicators: Tax Increment Finance (downloads/TIF Data.pdf) and the companion excel file Tax Increment Finance (downloads/TIF Data for Download.xlsx).

$118,149,587 *Certified Incremental TIF Assessed Value*

12.5 % *Incremental TIF as Percent of Certified AV*

$0 *Certified Passthrough TIF AV*

0.0 % *Passthrough TIF as Percent of Certified AV*

	2013	2014	Percent Change
Certified Net Assessed Value	$942,856,286	$944,490,902	0.2 %
Certified Incremental TIF Assessed Value	$124,029,828	$118,149,587	-4.7 %
Certified Passthrough TIF AV	$0	$0	0.0 %
	2013	**2014**	**Change**
Incremental TIF as Percent of Certified AV	13.2 %	12.5 %	-0.6 %
Passthrough TIF as Percent of Certified AV	0.0 %	0.0 %	0.0 %

TIF Name (TIF ID)	2013 Parcel Count	2013 Base AV	2013 Inc. AV	2014 Parcel Count	2014 Base AV	2014 Inc. AV

Local Option Income Taxes

Counties have the ability to impose local income taxes on their residents or employees working within the county as a way to generate additional revenue for

State of Indiana. Non-school political subdivisions will submit an Annual Financial Report to the State Board of Accounts after the conclusion of a year. Schools submit semi-annual financial results to the Indiana Department of Education. This data forms the basis for the indicators included in this section. Please note that Indiana local governments primarily report on a cash basis for accounting. This may impact the interpretation of fund balances and other financial data.

As each unit will have their own set of funds and methods for reporting activities within these funds, the Department has provided standardization for the purposes of Fiscal Health Indicators. To do so, the Department first assigned each fund to the specific categories of General, Rainy Day, Debt Service, Dedicated, Restricted and Enterprise. More information is available in Fiscal Health Indicators: Financial Data (downloads/AFR Data.pdf) and the companion excel file Financial Data (downloads/AFR Data for Download.xlsx).

5,954.5 %
General Fund Balance as Pct. of Revenues

-964.0 %
General Fund Deficit or Surplus as Pct. of Revenue

$0.42
General Fund Revenues Per Capita

	2013	2014	Percent Change
General Fund Balance	$688,011	$592,142	-13.9 %
General Fund Deficit or Surplus	($97,193)	($95,869)	-1.4 %
General Fund Revenues	$11,217	$9,944	-11.3 %
	2013	**2014**	**Change**
Balance as Pct. of Revenues	6,133.4 %	5,954.5 %	-178.9 %
Deficit or Surplus as Pct. of Revenues	-866.5 %	-964.0 %	-97.6 %
Per Capita Revenues	$0.48	$0.42	($0.06)

General Fund Revenues by Type	2013	Pct. of Total	2014	Pct. of Total
Total	$11,217	100.0%	$9,944	100.0%
Taxes and Intergovernmental	$10,393	92.7 %	$9,235	92.9 %
Licenses and Permits	N/A	N/A	N/A	N/A
Charges for Services	N/A	N/A	N/A	N/A
Fines, Forfeitures, and Fees	N/A	N/A	N/A	N/A

	2013	2014	Percent Change
Revenues	$12,051	$32,055	166.0 %
Expenditures	$143,947	$159,414	10.7 %
Deficit or Surplus	($131,896)	($127,359)	-3.4 %
	2013	**2014**	**Change**
Deficit or Surplus as Pct. of Revenue	-1,094.5 %	-397.3 %	697.2 %
Expenditures Per Capita	$6.14	$6.80	$0.66

Revenues by Type	2013	Pct. of Total	2014	Pct. of Total
Total	$12,051	100.0%	$32,055	100.0%
Taxes and Intergovernmental	$11,227	93.2 %	$30,762	96.0 %
Licenses and Permits	N/A	N/A	N/A	N/A
Charges for Services	$0	0.0 %	$300	0.9 %
Fines, Forfeitures, and Fees	N/A	N/A	N/A	N/A
Utility Penalties	N/A	N/A	N/A	N/A
Other Receipts	$824	6.8 %	$994	3.1 %

Expenditures by Type	2013	Pct. of Total	2014	Pct. of Total
Total	$143,947	100.0%	$159,414	100.0%
Personal Services	$51,699	35.9 %	$51,553	32.3 %
Supplies	$738	0.5 %	$1,704	1.1 %
Services and Charges	$22,207	15.4 %	$18,590	11.7 %
Debt Service - Principal and Interest	N/A	N/A	N/A	N/A
Capital Outlays	$33,767	23.5 %	$34,272	21.5 %
Other Disbursements	N/A	N/A	N/A	N/A
Operations	N/A	N/A	N/A	N/A

Enterprise Name	2013 Deficit or Surplus to Revenue Ratio	2014 Deficit or Surplus to Revenue Ratio	Change

Enterprise Name	2013 Debt to Charge for Services Ratio	2014 Debt to Charge for Services Ratio	Change

Demographics

Demographics are provided by the U.S. Census Bureau from the American Community Survey.

$84,448
Median Household Income

4.3
Poverty Rate

2.80
Average Houshold Size

Population by Age, 2014	Population	Pct. of Total
Total	23,520	100%
Preschool (0 to 4)	1,506	6.4 %
School Age (5 to 17)	5,363	22.8 %
College Age (18 to 24)	1,608	6.8 %
Young Adult (25 to 44)	5,916	25.2 %
Adult (45 to 64)	6,688	28.4 %
Older Adult (65 plus)	2,439	10.4 %

Educational Attainment, 2014	Population	Pct. of Total
Total Population 25 and Older	15,043	100%
High School Graduate (incl. equiv.)	3,310	22.0 %
Associate Degree	1,401	9.3 %
Bachelor's Degree	4,582	30.5 %
Graduate or Professional Degree	3,020	20.1 %

Households, 2014	Households	Pct. of Total
Total Households	8,187	100%
Family Households	6,324	77.2 %

RECEIVED
DEBORAH S. BLOCK, MMC

DEC 15 2016

CITY CLERK
MISHAWAKA, IN

APPEAL #16-48

RESOLUTION NO. 2016- 34

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, APPROVING A PETITION OF THE MISHAWAKA BOARD OF ZONING APPEALS FOR THE PROPERTY LOCATED AT:

2826 Lincolnway East, Mishawaka, Indiana

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

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

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

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

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

Section I. The Common Council has provided notice of the hearing on the Petition from the Board of Zoning Appeals pursuant to Indiana Code requesting that a Use Variance for property located at **2826 Lincolnway East, Mishawaka, Indiana**, more particularly known and described as follows:

Part of the West Half of the Northwest Quarter of Section 13, Township 37 North, Range 3 East, Mishawaka, Indiana, described as follows: Commencing at the point of intersection of the West line of Section 13, Township 37 North, Range 3 East, with the center line of Lincoln Highway East, a distance of 990.67 feet to a point of curvature in said center line; thence easterly, on a curve to the left having a radius of 309.7 feet, a distance of 122.16 feet to the point of tangency; thence Northeasterly, tangent to said curve, a distance of 270.82 feet to the point of beginning; thence left (North) 83 degrees 33 degrees and on the Westerly line of land heretofore conveyed to George F. Laing and Carrie M. Laing, his wife, to the St. Joseph and Elkhart Power Company (now owned by Indiana and Michigan Electric Company) by Warranty Deed dated July 26, 1902 and recorded July 28, 1902, in St. Joseph County, Indiana, Deed Record 122, at page 482, a distance of 825 feet, more or less, to the low water line of the St. Joseph River; thence Southwesterly following the low water line of the St. Joseph River, to the point of intersection with a line that is 306.14 feet perpendicularly West of and parallel with the said Westerly line of the St. Joseph County and Elkhart Power Company property (now owned by Indiana and Michigan Electric Company); thence South, on said parallel line, a distance of 738 feet, more or less, to a point on the aforementioned curve in the center line of

Lincoln Highway East, thence Easterly on said curved center line, a distance of 37.13 feet, to the point of tangency; thence Northeasterly, tangent to said curve, a distance of 270.82 feet to the point of beginning.

The Use Variance will allow a tattoo and body piercing establishment within the C-1 General Commercial District, subject to the following conditions of approval:

1. The tattoo and body piercing studio must comply with all regulations and permitting requirements per Chapter 18-Business Regulations, Article X-Tattoo and Body Piercing Establishments of the City of Mishawaka.

2. There shall be no loitering or disruptive behavior in or around the business. If problems are encountered as identified by the Mishawaka Police Department, and those problems are not corrected, the variance shall be revoked by default.

3. No one under the age of 18 shall be permitted to have art work done to their body unless accompanied by their parent or legal guardian and proof of identification is shown. Identification must include a certified birth certificate.

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

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

1. The approval will not be injurious to the public health, safety, morals, and general welfare of the community because the tattoo studio will be located within a building in an existing commercial plaza and be permitted, operated and managed according to all applicable regulatory codes. Additionally, tattoos have experienced resurgence in popularity and acceptance in recent decades and coupled with advancements in tattoo pigments and ongoing refinement of the equipment used, has led to an improvement in the quality of tattoos being produced.

2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner because the studio will be located in a building that is surrounded by commercial and office development on three sides with vacant undeveloped property on the fourth side. Although the number of parking spaces provided in the plaza is less than what is required per code, adequate parking is available on the Appellant's property for the proposed uses of the building.

3. The need for the variance arises from some condition peculiar to the property involved in that the location, size and the open nature of the plaza provides an inherent separation between residential and commercial uses.

4. The strict application of the terms of this chapter will result in practical difficulties in the use of the property because tattoo establishments are permitted in C-1 General Commercial zoned properties and only with approval of a conditional use permit. The location of properties zoned C-1 General Commercial that would meet the strict requirements of the code for a tattoo business within the City is almost nonexistent.

5. The approval will not interfere substantially with the Mishawaka 2000 Comprehensive Plan which indicates General Commercial.

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

PASSED by the Common Council of the City of Mishawaka, Indiana, this _____ day of_____, 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

THIS IS NOT A FILL-IN FORM, BUT A SAMPLE APPEAL TO BE USED AS A GUIDE WHEN PREPARING YOUR APPEAL

RECEIVED
DEBORAH S. BLOCK, MMC
NOV 29 2016
CITY CLERK
MISHAWAKA, IN

DATE:

TO: Board of Zoning Appeals
City of Mishawaka, Indiana

The undersigned appellant respectfully shows the Board:

1. I, ***Twin Branch Retail Center LLC,*** am the owner of the following described real estate located within the City of Mishawaka, Penn Township, St. Joseph County, State of Indiana, to- wit:

(PROVIDE ACCURATE LEGAL DESCRIPTION AND ALSO THE COMMON ADDRESS—A TAX KEY NUMBER IS NOT A LEGAL DESCRIPTION)

2826 Lincoln Way East

2. The above-described real estate presently has a zoning classification of Parcel I: Part of the West Half of the Northwest Quarter of Section 13, Township 37 North, Range 3 East, Mishawaka, Indiana, described as follows: Commercing at the point of intersection of the West line of Section 13, Township 37 North, Range 3 East, with the center line of Lincoln Highway East, a distance of 990.67 feet to a point of curvature in said center line; thence easterly, on a curve to the left having a radius of 309.7 feet, a distance of 122.16 feet to the point of tangency; thence Northeasterly, tangent to said curve, a distance of 270.82 feet to the point of beginning; thence left (North) 83 degrees 33 degrees and on the Westerly line of land heretofore conveyed to George F. Laing and Carrie M. Laing, his wife, to the St. Joseph and Elkhart Power Company (now owned by Indiana and Michigan Electric Company) by Warranty Deed dated July 26, 1902 and recorded July 28, 1902, in St. Joseph County, Indiana, Deed Record 122, at page 482, a distance of 825 feet, more or less, to the low water line of the St. Joseph River; thence Southwesterly following the low water line of the St. Joseph River, to the point of intersection with a line that is 306.14 feet perpendicularly West of and parallel with the said Westerly line of the St. Joseph County and Elkhart Power Company property (now owned by Indiana and Michigan Electric Company); thence South, on said parallel line, a distance of 738 feet, more or less, to a point on the aforementioned curve in the center line of Lincoln Highway East, thence Easterly on said curved center line, a distance of 37.13 feet, to the point of tangency; thence Northeasterly, tangent to said curve, a distance of 270.82 feet to the point of beginning. C-2 Shopping Center Commercial District under the Zoning Ordinance of the City of Mishawaka.

3. Appellant presently occupies *(or proposes to occupy)* the above-described property in the following manner: A women's dress apparel and accessories store and a tattoo and body piercings studio

4. Appellant desires to *(Explain what is proposed that violates the Ordinance.) have the building and the property zoned for a tattoo studio in addition to the women's retail dress shop.*
5. The Zoning Ordinance of the City of Mishawaka requires *Currently section 137-326 does not list tattoo establishments a permitted use for the building or property.*
6. Explain why strict adherence to the Ordinance requirements would create an unusual hardship. Commercial zoning states a tattoo and body piercing studio is not a permitted use for the building in that district.

7. Answer the following necessary questions for a **USE VARIANCE:**

AP 16-48

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BUILDING, PLANNING
COMMUNITY DEVELOPMENT

(1) Will approval be injurious to the public health, safety, morals or general welfare of the community? *no it will not. All our employees and workers will adhere to the rules and guidelines of the U.S. Occupational Safety and Health Administration (29CFR 1910.1030), the Indiana State Department of Health (410 IAC 1-5), and the St. Joseph County Health Department (County Code 114).*

(2) Will the use and value of the area adjacent to the property included in the variance be affected in a substantially adverse manner? *No, My goal for my business is to project the most professional business image possible. This will happen with contact, follow-up, and follow-through with customers, and surrounding businesses.*

(3) Does the need for the variance arise from some condition peculiar to the property involved? *.Yes the property is zoned, however it is not currently zoned for a tattoo parlor*

(4) Does strict application of the terms of this chapter constitute an unnecessary hardship if applied to the property for which the variance is sought? *Yes it would cause a hardship due to loss profits from the additional uses.*

(5) Will approval interfere substantially with the Mishawaka 2000 Comprehensive Plan? *I believe my small business plan will generate additional consumer traffic and spending which will in turn generate profits and additional tax income for our community and the city of Mishawaka*

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

Signature of Property Owner/Title Holder
Print Name Here

Second Property Owner/Title Holder
Print Name Here

CONTACT PERSON:
Name:
Address:
Day Phone Number:
Fax Number:
Email:

Michelle L. Hilbert
507 Loveland Pass Ct.
Osceola, IN. 46561

574-850-9162
michellehilbert17@gmail.com

Michelle L. Hilbert

Twin Branch Retail Center, LLC 9171 N. Milwaukee Avenue Niles, IL 60714 (847) 663.1170

November 3, 2016

Ref: 2826 Lincolnway East Mishawaka, IN 46544

To Whom It May Concern:

The purpose of this letter is to inform you that the prospective tenant name of Michelle Hilbert show sign of interest on renting the property locate at 2826 Lincolnway East Mishawaka, IN. She is pursuing this rental location to conduct three types of retail businesses where one of them involves in tattoo services. As of the property owner, I am okay with the proposition as long as she meets the guideline of the city codes and possess liability insurance according to the terms of the lease.

If you have any other questions or concerns, I can be reach at 847.663.1170.

Regards,

Haemin Chong
The president, Twin Branch Retail Center, LLC

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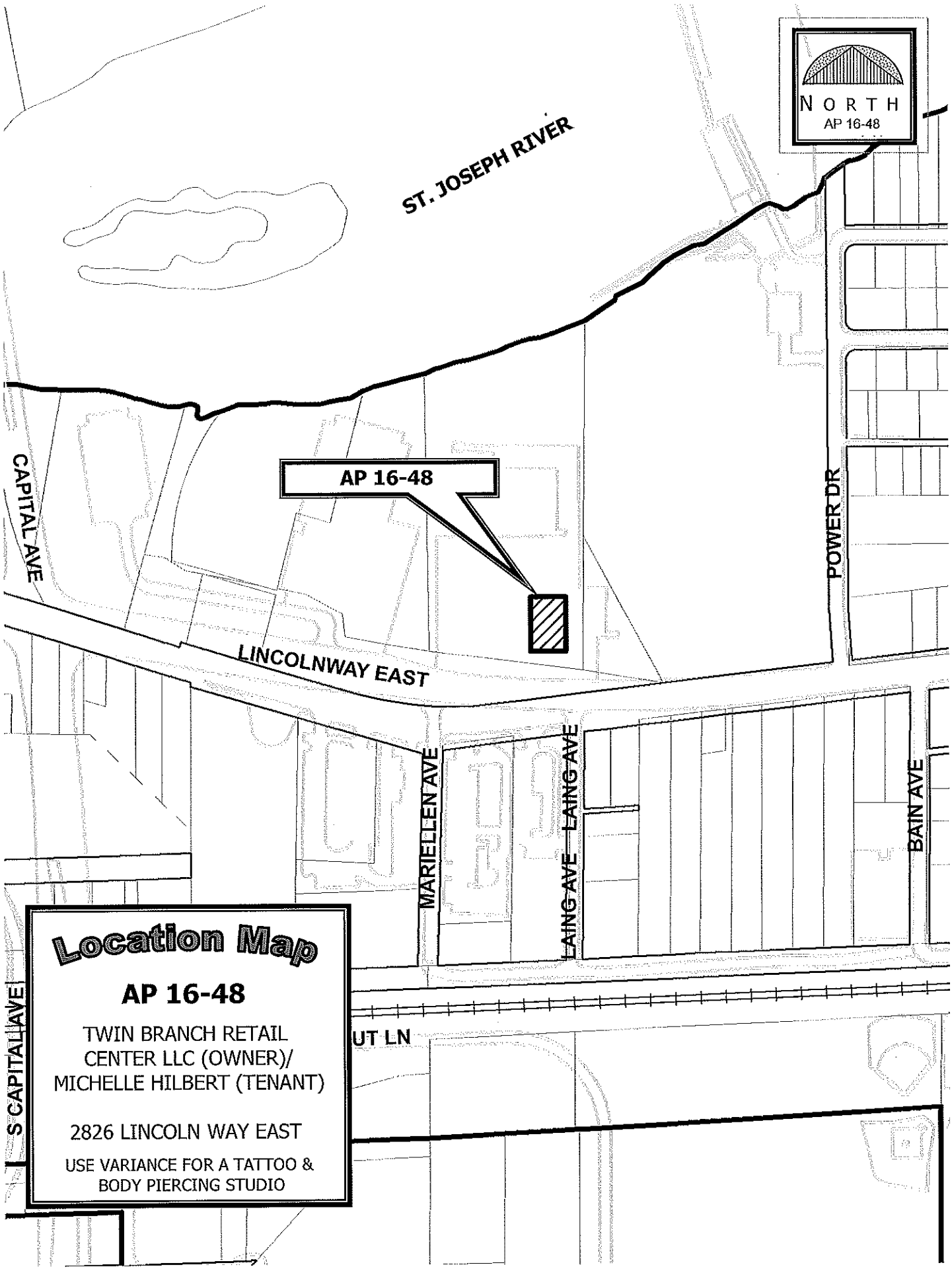
BUILDING, PLANNING
COMMUNITY DEVELOPMENT



Location Map

AP 16-48

TWIN BRANCH RETAIL CENTER LLC (OWNER)/ MICHELLE HILBERT (TENANT)

2826 LINCOLN WAY EAST

USE VARIANCE FOR A TATTOO & BODY PIERCING STUDIO

City of Mishawaka

RESOLUTION NO. R2016-35

WHEREAS: the South Bend Tribune Headline reads "Marian Boys Repeat as 1-A State Soccer Champs". The Marian Knights Boys Soccer Team won the 2015 Class 1-A State Championship with a dominant 4-0 win over Providence High School at Indiana University-Purdue University Indianapolis' Carroll Stadium on Saturday, October 29th, 2016.

WHEREAS: this Marian Knights Team won the 9th Sectional, 6th Regional, 3nd Semi-State and 2st consecutive State Title for the Marian Boys Soccer Program; and,

WHEREAS: the Marian Knights Official State Championship Roster was complete with outstanding student athletes: #2-Christian Manzo, #3-Oscar Tavarez, #4-Maximiliano Frausto, #5-Justin Saavedra, #6-Alex Kokot, #7-Christian Juarez, #8-Johnathan Tavarez, #9-Roberto Ontiveros, #10-Jordan Morris, #11-William Tiller, #13-Gabriel Davey, #14-Alfredo Medina, #15-Alejandro Rodela, #16-Juan Botello, #17-Gabriel Martinez, #19-Jacob Schmidt, #20-Michael Baughman, #21-Adam Evans, #23-Edward Morrison, #26-Francisco Tavarez, #31-Dominic Blum, #41-Jonathan Wang, #191-Matteus Webb, Goal Keepers- Hunter Renner, Michael Cataldo, Anthony Garatoni, Michael Wuszke; and,

WHEREAS: all teams are dependent upon their Coaching Staff and it is an honor to recognize this talented and dedicated group of Coaches for their time, patience, understanding and mentoring of this State Championship Team: Head Coach-Ben Householter, who has 19 years of experience as Marian's Varsity Boys Soccer Coach, Assistant Coach-Alfredo Juarez, Assistant Coach-John Jonas, Assistant Coach-Matt Englert, Assistant Coach-Alex Juarez, Team Managers, Athletic Trainers, Assistant Athletic Director-Kyle Hanyzewski, Athletic Director-Steve Ravotto and Principal-Mark Kirzeder; and,

NOW THEREFORE, let it be Known and Resolved by the City of Mishawaka Common Council, Mayor and City Clerk, that December 19, 2016 is hereby proclaimed

Marian Knights Boys Soccer Team Day

in our community and we call upon all of our citizens to join us in saluting and congratulating this talented and truly remarkable group of young men and thanking them for their efforts on behalf of their school, the community and the citizens of Mishawaka.

Dale "Woody" Emmons,
1st District

Ron Banicki, President,
6th District

Mike Bellovich, 2nd District

Matt Mammolenti At Large

Ross Deal, Vice President
3rd District

Bryan Tanner At Large

Kate Voelker, 4th District

Joe Canarecci, At Large

S. Michael Compton
5th District

Deborah S. Block, IAMC, MMC
City Clerk

David A. Wood, Mayor

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DEBORAH S. BLOCK, MMC
NOV 17 2016
CITY CLERK
MISHAWAKA, IN

1st Reading 11-21-16
2nd Reading
Passed
Failed
Continued To

PETITION #16-32

CITY OF MISHAWAKA, INDIANA

PROPOSED ORDINANCE NO. 2016-35

ORDINANCE NO. _____

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

WHEREAS, a Petition has been presented to the Common Council of the City of Mishawaka, Indiana, praying that certain territory lying contiguous to the corporate limits of the City of Mishawaka, Indiana, be annexed to and declared to be a part of the City of Mishawaka, and that it be provided with a Zoning Classification, and

WHEREAS, the Mishawaka City Plan Commission, to which Commission the petition was duly referred, has recommended the annexation and the zoning as hereinafter set forth, including the imposition of reasonable conditions, to wit, the recommendations of the Department of City Planning.

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

Section 1. The following described real estate be and the same is hereby annexed to and declared to be a part of the City of Mishawaka, Indiana:

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

The above described real estate shall hereafter be annexed into and within the City of Mishawaka, Indiana, and a part of that district designated in the Zoning Ordinance of the City of Mishawaka, Indiana, and shall carry a classification for zoning of R-3 Multi-Family Residential District.

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

1. Existing Conditions - The subject parcels are located along a low to moderately travelled section of Cleveland Road on which traffic volumes are expected to remain relatively constant. Cleveland Road between State Road 23 and Fir Road does not serve as a major east-west corridor into the city. Adjacent land uses include single-family residential properties to the north, west, and east, and a single-family residential and commercial property to the

south. This commercial property is currently under development as a medical office complex.

2. Character of Buildings in Area - The character of buildings and land uses located along the Cleveland Road corridor from State Road 23 to the west to Fir Road to the east vary greatly. Buildings and uses include low-density single family residential homes, an assisted living/memory care facility, an independent living senior facility, a residential apartment complex, a church, and a medical office complex.

3. The most desirable/highest and best use – With the recent completion of Beacon Parkway to the north, commercial and multi-family residential development along Fir Road, and to a lesser extent along Cleveland Road, is expected to increase. Therefore, the most desirable use for the property is either commercial or multi-family residential reflecting the changing land use patterns in the area.

4. Conservation of property values - The proposed zoning will not be injurious to property values in the surrounding area because the proposed multi-family residential use is compatible with the adjacent single-family residential and medical office complex uses.

5. Comprehensive Plan – This property is not included within the extents of the Mishawaka 2000 Comprehensive Plan. However, the proposed multi-family use is reasonably consistent with adjacent and changing land uses along the Cleveland and Fir Road corridors.

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

Proposed Ordinance No. 2016-35

Ordinance No. _____

APPROVED by me this _____ day of _____, 2016, at _____o'clock _____.M.

_____
David A. Wood, Mayor

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:

Ret 16-32

LARRY M. & CHRISTINE A. COLE

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. & 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,

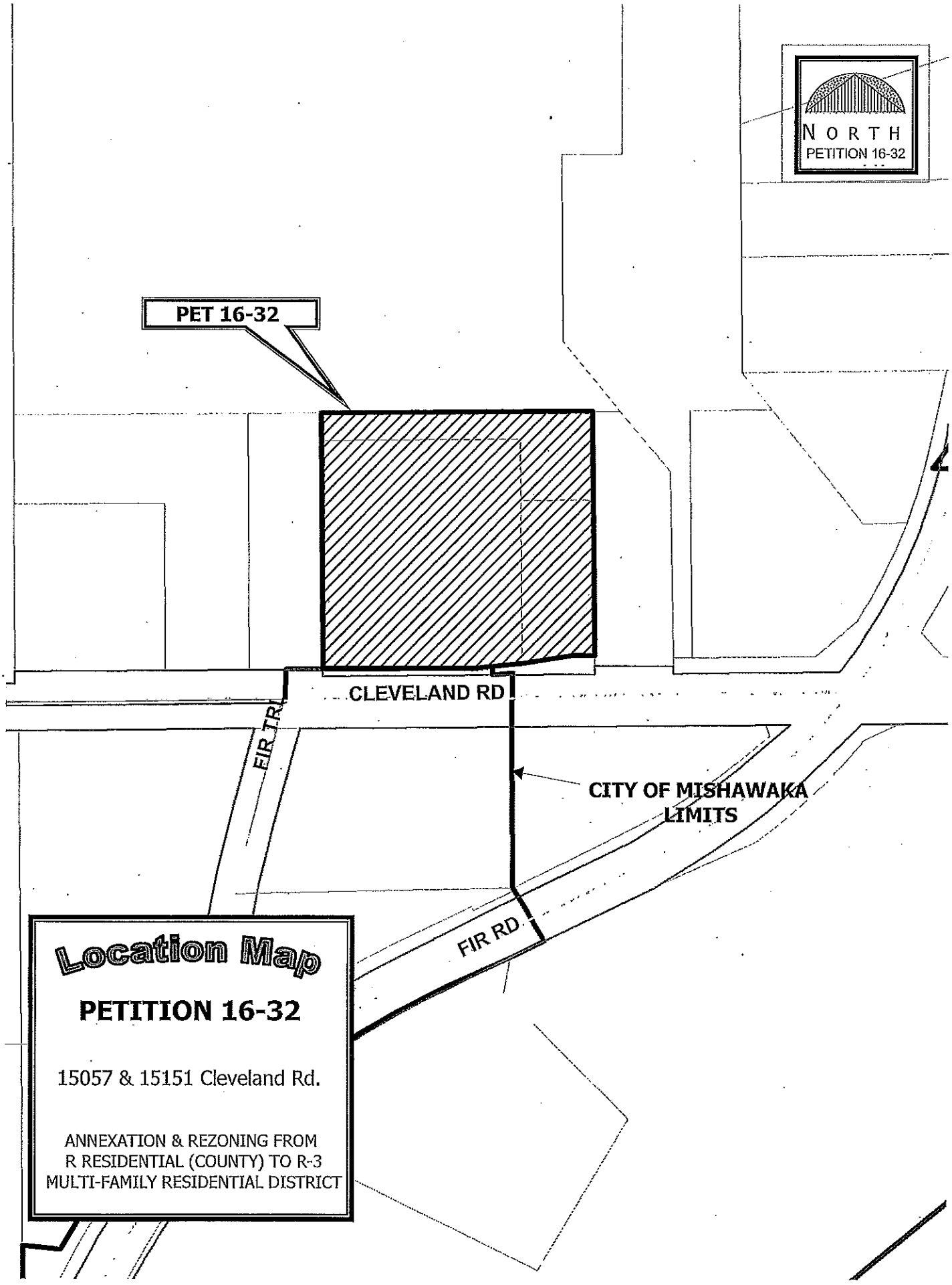
THIS LETTER IS TO INFORM THE MEMBERS THAT I (WE) HAVE GRANTED AUTHORITY TO DANCH, HARNER & ASSOCIATES TO REPRESENT ME (US) AT THE PLANNING COMMISSION AND COMMON COUNCIL MEETING(S) AT WHICH MY (OUR) PETITION WILL BE HEARD.

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

SINCERELY,

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

File No. ~~162356~~
160936


NORTH
PETITION 16-32
PET 16-32
CLEVELAND RD
EIR 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

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

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

Date: November 30, 2016

To: Honorable Members of the Common Council

From: Rebecca Miller

Re: Additional Appropriation State Grants Fund

In finishing up projects for this year there is a need for funding for some necessary concrete work. I am requesting approval to appropriate approximately $70,000 that is contained in the State Grants Fund. The projects include:

- Eleventh St – curb and sidewalk work to resolve drainage issues
- Elizabeth St – curb improvements
- Third St – curbs around street trees and replace sidewalk
- ADA compliance – various locations

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 30 2016
CITY CLERK
MISHAWAKA, IN

RECEIVED
DEBORAH S. BLOCK, MMC
NOV 3 02016
CITY CLERK
MISHAWAKA, IN

1st Reading 12-5-16
2nd Reading
Passed
Failed
Continued To

PROPOSED ORDINANCE NO. 2016-36

ORDINANCE NO._____

AN ORDINANCE DECLARING AN EMERGENCY AND DETERMINING THE EXPENDITURE OF ADDITIONAL FUNDS FOR THE 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 appropriation of additional funds for the fiscal year ending December 31, 2016 in addition to that set out in detail in the published budget.

Section 2. There is hereby appropriated from the State Grants Fund of the City of Mishawaka the sum of $70,146.54 for assignment as follows:

State Grants

Capital Outlays		
243-50-442-04	Street/Sewer/Sidewalk/Curb	$70,146.54

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.

_____
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

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

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

Date: November 30, 2016

To: Honorable Members of the Common Council

From: Rebecca Miller

Re: Park Non Reverting fund

For your approval is the updated Park fee schedule for the Non Reverting fund which is updated from time to time. The Park Board has approved all updates.

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

c: David A. Wood, Mayor
Phil Blasko, Park Director

RECEIVED
DEBORAH S. BLOCK, MMC
NOV 3 02016
CITY CLERK
MISHAWAKA, IN

1st Reading 12-5-16
2nd Reading
Passed
Failed
Continued To

RECEIVED
DEBORAH S. BLOCK, MMC
NOV 3 02016
CITY CLERK
MISHAWAKA, IN

PROPOSED ORDINANCE NO. 2016-37

ORDINANCE NO._____

AN ORDINANCE AMENDING ORDINANCE 3592 AS AMENDED ESTABLISHING A SPECIAL NON-REVERTING OPERATION FUND AND A SPECIAL NON-REVERTING CAPITAL FUND WITH THE MISHAWAKA PARK AND RECREATION DEPARTMENT BUDGET

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

Section 1. Ordinance No. 3592 as amended, Section 4 is hereby deleted in its entirety and replaced with the following.

Section 4. The following improvement fees now in use by the Department of Parks and Recreation are to hereby be deposited into either the "Parks and Recreation Special Non-Reverting Operating Fund" or the "Park and Recreation Non-Reverting Capital Fund" as directed by the Park Board:

SEE ATTACHED SCHEDULE

Section 2. This ordinance shall be in full force and effect after its passage, signing, attestation and 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

Mishawaka Parks and Recreation Fee Structure

POOL RATES

Season Passes	**General PLPS**	**N/R Park NRPP**	**Total**
Adult Resident (ages 18+)	$42.00	$18.00	$60.00
Adult Non-Resident (ages 18+)	$66.50	$28.50	$95.00
Family Resident	$87.50	$37.50	$125.00
Family Non-Resident	$129.50	$55.50	$185.00
Youth Resident (ages 5-17)	$38.50	$16.50	$55.00
Youth Non-Resident (ages 5-17)	$63.00	$27.00	$90.00
Senior Resident (ages 62+)	$38.50	$16.50	$55.00
Senior Non-Resident (ages 62+)	$63.00	$27.00	$90.00
Daily Rates	**General MFAD**	**N/R Park NRPA**	**Total**
Toddler (ages 0-4)	$0.00	$0.00	$0.00
Youth (ages 5-17)	$2.45	$1.05	$3.50
Adult (ages 18+)	$3.15	$1.35	$4.50
Family (Monday-Friday)	$7.00	$3.00	$10.00
Senior (ages 62+)	$2.80	$1.20	$4.00
Re-Entry (6:00 pm-9:00 pm)	$1.40	$0.60	$2.00
Lap Swim	$1.75	$0.75	$2.50
Group Rates			
Base Rate (10+ people)	$1.40	$0.60	$2.00
Supervisor (1 required per every 10 people)	$2.80	$1.20	$4.00
Other Fees			
Swimming Lessons **(SWIM)**	$24.50	$10.50	$35.00
Merrifield Pool Rental (per hour) **(PLRT)**	$56.00	$24.00	$80.00

RECEIVED
DEBORAH S. BLOCK, MMC
NOV 3 02016
CITY CLERK
MISHAWAKA, IN

GOLF RATES

Season Passes	**General**	**N/R Park**	**N/R Str Plan**	**Total**
	GCPS	**NRGP**	**NRSP**	
Junior Resident (ages 7-22 w/ valid College ID)	$87.50	$22.50	$15.00	$125.00
Junior Non-Resident (ages 7-22 w/ valid College ID)	$122.50	$37.50	$15.00	$175.00
Adult Resident (ages 18+)	$297.50	$112.50	$15.00	$425.00
Adult Non-Resident (ages 18+)	$402.50	$157.50	$15.00	$575.00
Adult Couple Resident (ages 18+)	$350.00	$135.00	$15.00	$500.00
Adult Couple Non-Resident (ages 18+)	$472.50	$187.50	$15.00	$675.00
Family Resident (those claimed on Federal 1040)	$385.00	$150.00	$15.00	$550.00
Family Non-Resident (those claimed on Federal 1040)	$490.00	$195.00	$15.00	$700.00
Senior Resident (62+ & fully retired)	$234.50	$85.50	$15.00	$335.00
Senior Non-Resident (62+ & fully retired)	$332.50	$127.50	$15.00	$475.00
Senior Couple Resident (62+ & fully retired)	$262.50	$97.50	$15.00	$375.00
Senior Couple Non-Resident (62+ & fully retired)	$385.00	$150.00	$15.00	$550.00

Daily Fees	**General**	**N/R Park**	**N/R Str Plan**	**Total**
	GCGF	**NRGF**	**NRSP**	
Toddler (ages 0-6)	$0.00	$0.00	$0.00	$0.00
Junior 9 or 18 Hole - M-F (Ages 7-17)	$9.00	$2.00	$1.00	$12.00
Adult 9 Hole - M-F (ages 18+)	$9.00	$2.00	$1.00	$12.00
Adult 18 Hole - M-F (ages 18+)	$13.50	$3.50	$1.00	$18.00
Senior 9 or 18 Hole - M-F (ages 62+)	$9.00	$2.00	$1.00	$12.00
Twilight 9 or 18 Holes (after 4 p.m.)	$9.00	$2.00	$1.00	$12.00
9 Holes Only (all ages)	$9.00	$2.00	$1.00	$12.00
Weekend/Holiday 9 or 18 Hole (all ages)	$15.75	$4.25	$1.00	$21.00
League Fees 9 or 18 Hole	$9.00	$2.00	$1.00	$12.00

Cart Fees (Includes Applicable Tax)	**General**	**N/R Park**	**N/R Str Plan**	**Total**
	GCCR	**NRCR**	**NRSP**	
Cart 9 Holes	$6.00	$2.00	$0.00	$8.00
Cart 18 Holes	$10.50	$3.50	$0.00	$14.00

Fall Special Rates	**General**	**N/R Park**	**N/R Str Plan**	**Total**
Fall 18 Hole w/ 1/2 Cart	$19.50	$5.50	$1.00	$26.00
Fall 18 Hole (Without Cart)	$9.00	$2.00	$1.00	$12.00

Other Fees	**General**	**N/R Park**	**N/R Str Plan**	**Total**
	GCEQ			
Pull Cart 9 Holes	$2.00	$0.00	$0.00	$2.00
Pull Cart 18 Holes	$3.00	$0.00	$0.00	$3.00

Mishawaka Parks and Recreation Fee Structure

ICE RINK RATES

Season Passes	**General**	**N/R Park**	**Total**
	IRPS	**NRPP**	
Adult Resident (ages 18+)	$24.50	$10.50	$35.00
Adult Non-Resident (ages 18+)	$31.50	$13.50	$45.00
Youth Resident (ages 5-17)	$21.00	$9.00	$30.00
Youth Non-Resident (ages 5-17)	$28.00	$12.00	$40.00
Family Resident	$35.00	$15.00	$50.00
Family Non-Resident	$45.50	$19.50	$65.00
Senior Resident (ages 62+)	$21.00	$9.00	$30.00
Senior Non-Resident (ages 62+)	$28.00	$12.00	$40.00
Daily Rates	**General**	**N/R Park**	**Total**
	ICER	**NRIR**	
Toddler (ages 0-4)	$0.00	$0.00	$0.00
Youth (ages 5-17)	$2.10	$0.90	$3.00
Adult (ages 18+)	$2.80	$1.20	$4.00
Senior (ages 62+)	$2.45	$1.05	$3.50
Re-Entry (4:30 pm-9:00 pm)	$1.40	$0.60	$2.00
Skate Sharpening **(SKSP)**	$2.10	$0.90	$3.00
Skate Rental **(SKRT/NRSR)**	$1.40	$0.60	$2.00
Skate Lessons **(SKLS)**	$14.00	$6.00	$20.00
Skate Aid Trainers **(SATR)**	$1.40	$0.60	$2.00
Group Rates			
Base Rate (10+ people w/ supervisor)	$1.40	$0.60	$2.00
Field Trip	$0.70	$0.30	$1.00
Special Events	**General**	**N/R Park**	**Total**
Family Night	$10.50	$4.50	$15.00
Valentine's Couples Skate	$7.00	$3.00	$10.00
New Year's Eve	$7.00	$3.00	$10.00
Rink Rental	**General**	**N/R Park**	**Total**
	RKRT	**NRRR**	
Ice Rink Rental per hour	$77.00	$33.00	$110.00

WILSON DISC GOLF AND TUBING RATES

Season Passes	**General**	**N/R Park**	**Total**
Individual Resident	$31.50	$13.50	$45.00
Individual Non-Resident	$42.00	$18.00	$60.00
Family Resident	$70.00	$30.00	$100.00
Family Non-Resident	$105.00	$45.00	$150.00
Disc Golf	**General**	**N/R Park**	**Total**
	WDAD		
Admission	$2.10	$0.90	$3.00
Group Rates 10+ w/ Supervisor	$0.70	$0.30	$1.00
Disc Sales	**General**	**N/R Park**	**Total**
	DISC	**NRDS**	
Innova DX	$7.00	$3.00	$10.00
Innova DX Glow Dynamic Classic/Soft	$9.10	$3.90	$13.00
Innova Pro	$9.80	$4.20	$14.00
Dynamic Bio Fuzion	$10.50	$4.50	$15.00
Innova I-Dye Innova Champion/Blizzard Dynamic Lucid	$11.90	$5.10	$17.00
Innova Star/Gstar	$12.60	$5.40	$18.00
Innova Champion Glow	$13.30	$5.70	$19.00
George Wilson Golf Towel	$5.60	$2.40	$8.00
Tubing	**General**	**N/R Park**	**Total**
Admission **(WHAD/NRTA)**	$2.10	$0.90	$3.00
Group Rates 10+ w/ Supervisor **(WHAD/NRTA)**	$0.70	$0.30	$1.00
Tube Rental **(TUBE/NRTR)**	$1.40	$0.60	$2.00

Mishawaka Parks and Recreation Fee Structure

GARDEN & PAVILION RENTALS/OTHER RENTALS

Weddings/Gardens	**General**	**N/R Park**	**Total**
Bandshell **(BBSR)**	$100.00	$0.00	$100.00
Bandshell-Non-Profit **(BBSR)**	$55.00	$0.00	$55.00
Battell Rock Garden (per 2 hrs) **(NRBP)**	$0.00	$100.00	$100.00
Kate's Garden (per 2 hrs) **(NRKG)**	$0.00	$75.00	$75.00
Shiojiri Garden (per 2 hrs) **(NRSG)**	$0.00	$150.00	$150.00
Robert C. Beutter Riverfront Park (per 2 hrs) **(NRBT)**	$0.00	$225.00	$225.00
Run/Walks	**General**	**N/R Park**	Total
Beutter Park-Non-Profit (per 4 hrs) **(NRBT)**	$0.00	$200.00	$200.00
Beutter Park-For-Profit (per 4 hrs) **(NRBT)**	$0.00	$300.00	$300.00
Pavilions	**General**	**N/R Park**	**Total**
	PAVL	**NRPV**	
Bendix	$65.00	$5.00	$70.00
Central Park-Large **(NRCP)**	$75.00	$75.00	$150.00
Central Park-Ballband, Bendix, Dodge, Wheelabrator **(NRCP)**	$50.00	$50.00	$100.00
Henry Frank	$65.00	$5.00	$70.00
Hillis Hans	$65.00	$5.00	$70.00
Crawford	$65.00	$5.00	$70.00
Normain	$65.00	$5.00	$70.00
Prickett	$65.00	$5.00	$70.00
Rose North or South	$65.00	$5.00	$70.00
Twin Branch Bicentennial	$65.00	$5.00	$70.00
All Pavilions Non-Profit (except Central Park)	$50.00	$5.00	$55.00
Building Rentals	**General**	**N/R Park**	**Total**
Castle Manor **(CMRR)**	$225.00	$0.00	$225.00
Castle Manor - Non-Profit M-Th **(CMRR)**	$100.00	$0.00	$100.00
Eberhart Clubhouse Banquet Hall **(RRNT)**	$275.00	$0.00	$275.00
George Wilson Warming Room **(WHWS)**	$175.00	$0.00	$175.00
George Wilson Warming Room - Non-Profit, M-Th **(WHWS)**	$75.00	$0.00	$75.00
George Wilson Warming Room - Non-Profit, F-S **(WHWS)**	$175.00	$0.00	$175.00
Public Events Park Usage	**General**	**N/R Park**	**Total**
	PEPK		
Beutter Park (Non-Profit)	$350.00	$0.00	$350.00
Beutter Park (For-Profit)	$550.00	$0.00	$550.00
Central Park (Non-Profit)	$750.00	$0.00	$750.00
Central Park (For-Profit)	$1,000.00	$0.00	$1,000.00
Kamm Island (Non-Profit)	$900.00	$0.00	$900.00
Kamm Island (For-Profit)	$1,200.00	$0.00	$1,200.00
Wilson Park Rental	**General**	**N/R Park**	**Total**
Park Rental **(WLWL)**	$200.00	$0.00	$200.00
Stage **(MISP)**	$200.00	$0.00	$200.00
Electric (per panel) **(MISP)**	$80.00	$0.00	$80.00
Additional Items	**General**	**N/R Park**	**Total**
Barricade Rental (sets of 10)	$50.00	$0.00	$50.00
Trash Cans (10)	$0.00	$0.00	$0.00
Picnic Table Rental (sets of 10)	$100.00	$0.00	$100.00

Mishawaka Parks and Recreation Fee Structure

BALL DIAMOND RENTAL

Diamond/Field Rentals	**General DMLT**	**N/R Park NRSB**	**Total**
Lighted Diamonds (per 2 hrs)	$0.00	$10.00	$10.00
Non-Lighted Diamonds (per 2 hrs)	$0.00	$10.00	$10.00
Little League Diamonds (per 2 hrs)	$0.00	$5.00	$5.00
Tournament Rental (per Diamond, per Day)	$0.00	$150.00	$150.00

SPORT LEAGUES

Summer Softball	**General SMSB**	**N/R Park NRSB**	**Total**
Men's 12" Slow Pitch League Fee	$300.00	$0.00	$300.00
Women's Slow Pitch League Fee	$300.00	$0.00	$300.00
Coed League Fee	$300.00	$0.00	$300.00
Roster Fees (per League Team)	$0.00	$100.00	$100.00

Fall Softball	**General FLSB**	**N/R Park NRSB**	**Total**
Men's 12" Slow Pitch League Fee	$340.00	$0.00	$340.00
Women's Slow Pitch League Fee	$300.00	$0.00	$300.00
Coed League Fee	$320.00	$0.00	$320.00
Roster Fees per League Team	$0.00	$100.00	$100.00

Volleyball Co-Ed	**General**	**N/R Park**	**Total**
Adult Volleyball (ages 18+)	$84.00	$36.00	$120.00

YOUTH ATHLETICS

	General	**N/R Park**	**Total**
Youth Tackle Football (Qualifying Child)	$87.50	$37.50	$125.00
Youth Tackle Football (Qualifying 1st Sibling)	$70.00	$30.00	$100.00
Youth Tackle Football (Qualifying 2nd Sibling)	$52.50	$22.50	$75.00
Youth Flag Football	$38.50	$16.50	$55.00
Track/Cross Country, Co-Ed	$31.50	$13.50	$45.00
Youth Soccer	$38.50	$16.50	$55.00
Basketball, Co-Ed	$38.50	$16.50	$55.00
Winter Clinics (Baseball, Basketball, Soccer & T-Ball)	$10.00	$0.00	$10.00
Youth T-Ball (age 3)	$17.50	$7.50	$25.00
Youth T-Ball (ages 4-5)	$24.50	$10.50	$35.00
Youth T-Ball (ages 6-7)	$31.50	$13.50	$45.00

MISCELLANEOUS FEES			
Daddy/Daughter Dance	**General DANC**	**N/R Park**	**Total**
Daddy Daughter Dance Fee	$30.00	$0.00	$30.00
Each Additional Daughter	$5.00	$0.00	$5.00

DAY CAMP			
Recreation Camp	**General CAMP**	**N/R Park**	**Total**
Activity/Registration Fee	$0.00	$25.00	$25.00
Weekly Attendance Fee (1st qualifying child)	$80.00	$10.00	$90.00
Weekly Attendance Fee (2nd qualifying child)	$70.00	$10.00	$80.00
Weekly Attendance Fee (3rd qualifying child)	$60.00	$10.00	$70.00
Morning Care (7:30 am-8:00 am)	$10.00	$0.00	$10.00
Afternoon Care (3:00 pm-5:30 pm)	$20.00	$0.00	$20.00
Basic Daily Drop In Fee	$30.00	$0.00	$30.00
Morning & Afternoon Care Combined	$25.00	$0.00	$25.00
Battell Center Camp	**General**	**N/R Park**	**Total**
Activity/Registration Fee	$0.00	$25.00	$25.00
Weekly Attendance Fee (1st qualifying child)	$70.00	$10.00	$80.00
Weekly Attendance Fee (2nd qualifying child)	$60.00	$10.00	$70.00
Weekly Attendance Fee (3rd qualifying child)	$50.00	$10.00	$60.00
Morning Care (7:30 am-8:00 am)	$10.00	$0.00	$10.00
Afternoon Care (3:00 pm-5:30 pm)	$20.00	$0.00	$20.00
Morning & Afternoon Care Combined	$25.00	$0.00	$25.00

BATTELL CENTER RENTAL RATES			
Room Rentals	**General BCRT**	**N/R Park (See Descr)**	**Total**
Community Room-M-F (per hour) **(NRRT)**	$12.50	$12.50	$25.00
Community Room-S-Su (per day) **(NRRT)**	$125.00	$125.00	$250.00
Gymnasium-Sports Rental-M-F **(NRGR)**	$25.00	$25.00	$50.00
Gymnasium-S-Su (0-4 hrs) **(NRGR)**	$75.00	$75.00	$150.00
Gymnasium-S-Su (5-8 hrs) **(NRGR)**	$150.00	$150.00	$300.00
Meeting Rooms-M-F (per hour) **(NRRT)**	$7.50	$7.50	$15.00
Meeting Rooms-Non-Profit (per hour) **(NRRT)**	$5.00	$5.00	$10.00
Meeting Rooms-S-Su (0-4 hrs) **(NRRT)**	$40.00	$40.00	$80.00
Meeting Rooms-S-Su (5-8 hrs) **(NRRT)**	$80.00	$80.00	$160.00
Party Package: Community Room & Gymnasium: Saturday or Sunday	**General BCRT**	**N/R Park NRGR**	**Total**
Community Room & (0-2 hrs) Gym Rental	$245.00	$105.00	$350.00
Community Room & (2-4 hrs) Gym Rental	$280.00	$120.00	$400.00
Community Room & (4-6 hrs) Gym Rental	$315.00	$135.00	$450.00
Community Room & (6-8 hrs) Gym Rental	$350.00	$150.00	$500.00
Lobby Rental	**General BCRT**	**N/R Park NRRT**	**Total**
Special Events (0-4 hrs)	$140.00	$60.00	$200.00
Special Events (4-8 hrs)	$210.00	$90.00	$300.00
Includes use of Community Room Kitchen (0-4 hrs)	$210.00	$90.00	$300.00
Includes use of Community Room Kitchen (4-8 hrs)	$280.00	$120.00	$400.00
Auditorium Rentals	**General**	**N/R Park**	**Total**
Non-Profit Rates	**BCDN**	**NRAR**	
Half Day (Non-Performance) Event	$70.00	$30.00	$100.00
Full Day (Non-Performance) Event	$105.00	$45.00	$150.00
Performance with Per-Day Rehearsal	$210.00	$90.00	$300.00
Per-Rehearsal Breakdown	$35.00	$15.00	$50.00
One Performance with 5 Day (M-F) Rehearsal	$245.00	$105.00	$350.00
One Performance with 10 Day (M-F) Rehearsal	$490.00	$210.00	$700.00
Additional Performances added to Options C-E	$140.00	$60.00	$200.00
Additional Room Use (Day of Performance) added to Options A-E	$21.00	$9.00	$30.00
For-Profit Rates			
Half Day (Non-Performance) Event	$140.00	$60.00	$200.00
Full Day (Non-Performance) Event	$175.00	$75.00	$250.00
Performance with Per-Day Rehearsal	$420.00	$180.00	$600.00
Per-Rehearsal Breakdown	$35.00	$15.00	$50.00
One Performance with 5 Day (M-F) Rehearsal	$525.00	$225.00	$750.00
One Performance with 10 Day (M-F) Rehearsal	$700.00	$300.00	$1,000.00
Additional Performances added to Options C-E	$280.00	$120.00	$400.00
Additional Room Use (Day of Performance) added to Options A-E	$21.00	$9.00	$30.00
Auditorium Performance 1 wk of Advertisement on BCC Watch Fire Sign (per week)	$17.50	$7.50	$25.00
Additional Rental	**General**	**N/R Park**	**Total**
Custodial/Maintenance OT **(REPK)**	$40.00	$0.00	$40.00

BATTELL CENTER RATES			
Special Events	**General**	**N/R Park**	**Total**
Breakfast w/ Santa, Family Nights, etc.	**BCSE**		
Per Person	$2.80	$1.20	$4.00
Couple	$4.20	$1.80	$6.00
Family	$7.00	$3.00	$10.00
Parents Night Out (per child)	$21.00	$9.00	$30.00
Auditorium Movie Showing Admission			
Youth (ages 5-17)	$1.40	$0.60	$2.00
Adult (ages 18+)	$2.80	$1.20	$4.00
Family	$7.00	$3.00	$10.00
Dinner/Movie Combo - Youth (ages 5-17)	$0.70	$0.30	$1.00
Dinner/Movie Combo - Adult (ages 18+)	$2.10	$0.90	$3.00
Dinner/Movie Combo - Family	$6.30	$2.70	$9.00
Preschool	**General**	**N/R Park**	**Total**
	BCEN		
Preschool Education (4 wks, 2x per week session, per child)	$21.00	$9.00	$30.00
Preschool Play Classes (4 sessions)	$10.50	$4.50	$15.00
Preschool Play Classes (drop-in, per child)	$3.50	$1.50	$5.00
Community Talent Show Ticket Fee	**General**	**N/R Park**	**Total**
Youth (ages 5-17)	$3.50	$1.50	$5.00
Adult (ages 18+)	$7.00	$3.00	$10.00
Youth Athletics	**General**	**N/R Park**	**Total**
Basketball (ages 3-6) **(BCRF/NRRF)**	$21.00	$9.00	$30.00
Soccer (ages 3-6) **(BCRF/NRRF)**	$21.00	$9.00	$30.00
Miscellaneous Fees	**General**	**N/R Park**	**Total**
Storage Fee Quarterly **(BSTR)**	$40.00	$0.00	$40.00
Storage Fee Annually **(BSTR)**	$100.00	$0.00	$100.00