AGENDA

Monday, May 1, 2017

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**

   April 17, 2017

5. **Petitions, Communications, Remonstrance and Memorials**

   Appeal No. 2017-15 Use Variance for Telecommunications tower S-2 PUD S. of 1415 University Drive Ct. - J&J Investments LLC

6. **Report of Special Committee**
7. **Ordinances on First Reading**
8. **Resolutions**

   R2017-07 Honoring 100th Anniversary of the Knights of Columbus

   R2017-08 declaratory Resolution River Walk Development Group LLC - Multi-Family Residential

9. **Ordinances on Second Reading**

   P.O. NO. 2017-16 Establishing Normain Heights Conservation District (Assigned to Land Use Planning Committee) Amendment Required

   P.O. NO. 2017-17 EDC Bond for The Mill at Ironworks Project (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

April 17, 2017

Be it remembered that the Common Council of the City of Mishawaka, Indiana met in the Council Chambers of the Mishawaka City Hall on Monday April 17, 2017, at 7:00 p.m. The meeting was called to order by President Ross Deal all were asked to stand for the Pledge of Allegiance.

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

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

The minutes from the April 03, 2017 meeting were approved as received from the City Clerk's Office.

Clerk Block read a letter from the Historic Preservation Commission regarding recommendations from their April 4, 2017 meeting.

Clerk Block presented the following Encumbrances and TIF Report to the council, no action was required.

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

Clerk Block read the following Ordinances by title.

<u>PROPOSED ORDINANCE NO. 2017-16</u>

AN ORDINANCE TO ESTABLISH NORMAIN HEIGHTS AS A CONSERVATION DISTRICT WITHIN THE CITY OF MISHAWAKA, INDIANA
(Establishing Normain Heights Conservation District)
(Assigned to Land Use Planning Committee)

PROPOSED ORDINANCE NO. 2017-17

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $11,250,000 OF CITY OF MISHAWAKA, INDIANA TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2017 (THE MILL AT IRONWORKS PROJECT); DESIGNATING THE BONDS AS LIMITED OBLIGATIONS OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED TO THE ISSUANCE AND SALE OF THE BONDS; AND AUTHORIZING PROPER OFFICERS TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION THEREWITH AND APPROVING AND AUTHORIZING OTHER ACTIONS IN RESPECT THERETO.
(EDC Bond for the Mill at Ironworks Project)
(Assigned to the Budget and Finance Committee)

Clerk Block read **RESOLUTION NO. 2017-06** by title

RESOLUTION NO. 2017-06

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, APPROVING A REPORT OF COMPLIANCE WITH THE STATEMENTS OF BENEFITS FOR CERTAIN PROPERTY OWNERS
(Tax Abatement Compliance Report 2016)

Ken Prince, City Planner stated for the Tax Abatement Compliance this year there were three (3) outliers. He mentioned the Barak Ironrock Development were two of the outliers. Mr. Prince recalled the development agreement between the Redevelopment Commission and the Ironrock would proceed with the condominiums and a café. He said they submitted two (2) abatements that were approved, one for the condominiums and one for the café. Mr. Prince stated due to the agreement expiring in December, they did not ask to submit a compliance report knowing the project was not moving forward. He said the third outlier was Bayer project, they submitted and received a 10-year abatement for the proposed office building off of Beacon Parkway. Mr. Prince understood Bayer purchased the property and still intended to proceed. He said it seemed to be a corporate finance issue that was delaying the construction. Mr. Prince briefly discussed other Compliance reports that were submitted by the following companies: BD Mishawaka Development LLC, North American Composites, Long Term Care Investments V, LLC, Barak River Rock, LLC, WellPet, LLC (Regrind System 2014 & High Speed Packaging Line 2015) Deerborn Crane and Engineering Company, Inc., Bayer Healthcare, and Patrick Industries Inc.

Mr. Bellovich asked did Patrick Industries purchase two buildings. Mr. Prince replied yes, they only had an abatement on one of the buildings.

Questioned was called for at 7:11 P.M. for **RESOLUTION NO. 2017-06 Vote: Motion carried by unanimous roll call vote (summary: Yes = 8). Yes: Mrs. Voelker, Mr. Tanner, Mr. Mammolenti, Mr. Banicki, Mr. Emmons, Mr. Bellovich, Mr. Canarecci, Mr. Deal.**

The following Ordinance were on second reading and opened for public hearing.

Clerk Block read **PROPOSED ORDINANCE NO 2017-14** by title

<u>PROPOSED ORDINANCE NO. 2017-14</u>

**AN ORDINANCE TRANSFERRING FUNDS FROM
THE LOIT SPECIAL DISTRIBUTION FUND OF THE
CITY OF MISHAWAKA TO THE LOCAL ROAD & BRIDGE
MATCHING GRANT FUND OF THE CITY OF MISHAWAKA
FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2017
AND AN ORDINANCE DECLARING AN EMERGENCY
AND DETERMINING THE EXPENDITURE OF ADDITIONAL
FUNDS FOR THE YEAR ENDING DECEMBER 31, 2017**
(Transfer Funds from LOIT $1,535,000)

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

Rebecca Miller, City Controller requested approval for the transfer of $767,500 from LOIT Special Distribution Fund to the Local Road and Bridge Matching Grant Fund. She said it was the necessary match for the Community Crossings Grant, a transfer along with the $767,500 received from the state must be appropriated. Ms. Miller also requested for approval for the additional appropriation in the amount of $1,535,000. She explained the Ordinance would take care of both the transfer and appropriation in this new fund. Ms. Miller continued to say this was the final piece of the multi-step process for the Community Crossings Grant.

Questioned was called for at 7:14 P.M. for **PROPOSED ORDINANCE NO. 2017-14**
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 8). **Yes:** Mrs. Voelker, Mr. Tanner, Mr. Mammolenti, Mr. Banicki, Mr. Emmons, Mr. Bellovich, Mr. Canarecci, Mr. Deal. Thus, it becomes **ORDINANCE NO. 5572**

Clerk Block read **PROPOSED ORDINANCE NO 2017-15** by title.

<u>PROPOSED ORDINANCE NO. 2017-15</u>

**AN ORDINANCE DECLARING AN EMERGENCY AND
DETERMINING THE EXPENDITURE OF ADDITIONAL
FUNDS FOR THE YEAR ENDING DECEMBER 31, 2017**
(Additional Funds – CEDIT - $55,000)

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

Rebecca Miller, City Controller requested an additional appropriation out of CEDIT. She said this item was originally in the LOIT Special Distribution budget. Ms. Miller explained it would be owned by the Park Department, she felt it would be best suited for the funds to come out of CEDIT.

Questioned was called for at 7:16 P.M. for **PROPOSED ORDINANCE NO. 2017-15**
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 8). **Yes:** Mrs. Voelker, Mr. Tanner, Mr. Mammolenti, Mr. Banicki, Mr. Emmons, Mr. Bellovich, Mr. Canarecci, Mr. Deal. Thus, it becomes **ORDINANCE NO. 5573**

NEW BUSINESS

Mr. Mammolenti and Mr. Deal's announced their Neighborhood Meeting would be Wednesday, April 19th at 7:00PM at the new 911 Call Center located at 58266 Downey Ave.

ADJOURNMENT 7:17 P.M.

Deborah S. Block ________________ /s/	Ross Deal ________________ s/
Deborah S. Block, IAMC, MMC, City Clerk	Ross Deal, President

www.telecompark.com
HAYES TOWERS

RECEIVED
DEBORAH S. BLOCK, MMC
APR 25 2017
CITY CLERK
MISHAWAKA, IN

03/22/2017

Board of Zoning Appeals
600 E. Third Street
City of Mishawaka, Indiana 46544

The undersigned appellant respectfully shows the Board:

1. Charles S. Hayes Inc. dba Hayes Towers is the lessee, of the following described real estate located in Granger, IN, Mishawaka-Harris Township, St. Joseph County, State of Indiana, to-wit:

   A parcel located in the Northeast Quarter of Section 27, Township 38 North, Range 3 East, City of Mishawaka, Harris Township, St. Joseph County, Indiana, and being a Part of Lot 2 of the Recorded Plat of "Cass Road Plaza Minor Subdivision" which is recorded as Instrument No. 9719943 In the Office of The Recorder of Saint Joseph County, Indiana, being more particularly described as commencing at the Northwest Corner of Lot 2; thence North 88°33'37" East along the North line of said Lot 2 and the South Right-Of-Way University Drive East, 40.00 Feet; thence South 00°50'25" East, 424.25 Feet to the point of beginning. thence North 89°09'35" East, 70.00 Feet, thence South 00°50'25" East, 70.00 Feet; thence South 89°09'35" West, 70.00 Feet; thence North 00°50'25" West, 70.00 Feet to the point of beginning.

   Containing 4900.00 Square Feet

   Subject To All Legal Right-Of-Ways, Easement, and Restrictions of Record.

2. The above-described real estate presently is part of the Cass Road PUD under the Zoning Ordinance of the City of Mishawaka.

3. Appellant proposes to occupy the above-described property in the following manner:

Hayes Towers proposes to occupy above-described property with a 195' high (200' overall) monopole type telecommunication tower, various equipment shelters, equipment platforms, generators and related equipment.

4. Appellant desires to obtain a use variance to build a telecommunication tower in an area that is part of a Planned Unit Development.

5. The Zoning Ordinance of the City of Mishawaka requires a use variance in order to build a telecommunication tower.
   According to Mishawaka Ordinance Section 137-586 telecommunication towers are only permitted as a conditional use in areas zoned I2.

6. Explain why strict adherence to the Ordinance requirements would create an unusual hardship.
   Without the use variance, no telecommunication towers could be built in this area.

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

No. The proposed use will not be injurious to the public health, safety, morals or general welfare because the compound will be securely fenced and no dangerous materials will be used at the site.

(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. The proposed project will be designed, constructed, operated and maintained in a manner harmonious with the character of adjacent property and the surrounding area. In preparing this petition, Hayes Towers consulted with the Mishawaka City Planner's Office.

(3) Does the need for the variance arise from some condition peculiar to the property involved?

The property is uniquely qualified for a telecommunication tower because it is located off a main thoroughfare and near many cell phone users.

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

814 MARIETTA STREET, SOUTH BEND, Certified WBENC Women's Business Enterprise INDIANA 46601 (574) 233-1296

The area surrounding University Drive Ct. in Granger is in need of an enhanced cellular network. The enhanced network is only possible if a Use Variance is granted and a telecommunication tower is built.

(5) *Will approval interfere substantially with the Mishawaka 2000 Comprehensive Plan?*

No. The proposed use will not interfere with the Mishawaka 2000 Comprehensive Plan because it will not place demands on public services and facilities in excess of current capacity. No sewer or water or other public services are required at the site, no additional traffic will be generated, and adequate electric service is available. The telecommunication tower is necessary to fill gaps in coverage in the area surrounding the proposed tower.

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

Anne Hayes

CONTACT PERSON:
Anne Hayes
814 Marietta St
South Bend, IN 46601
574-233-1296

ahayes@telecompark.com

Board of Zoning Appeals
City of Mishawaka, Indiana
600 E Third Street
Mishawaka, IN 46544

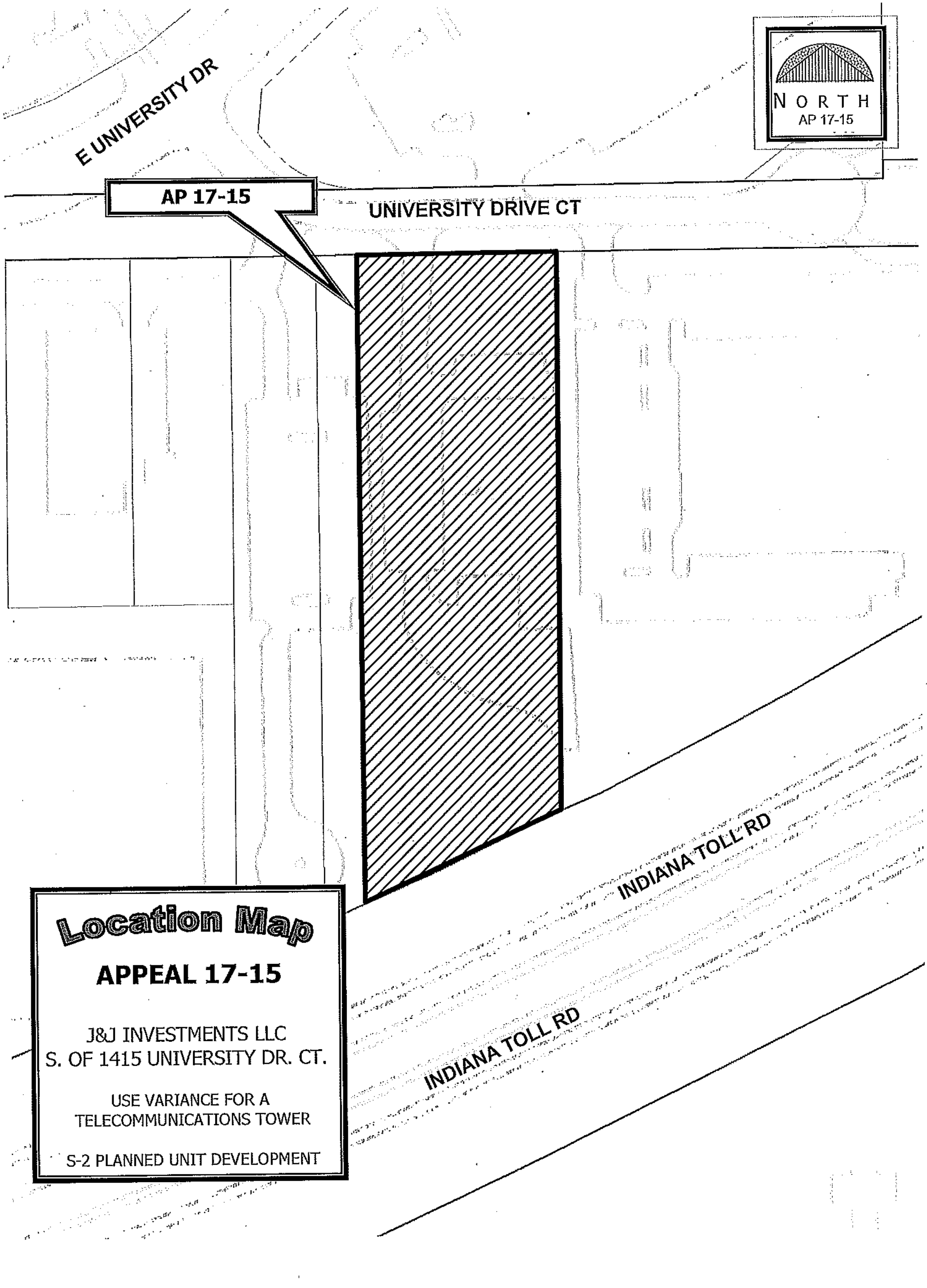
Re: Petition for Use Variance – For the construction of a monopole type communications tower.

To: The Honorable Board,

Please be advised that Charles S. Hayes Inc. dba Hayes Towers, has been directed to represent my interest at the public hearing of the Board of Zoning Appeals of Mishawaka, Indiana at which this petition is to be considered.

Maria Slager, Manager

J&J Investments LLC – Maria Slager


E UNIVERSITY DR
AP 17-15
UNIVERSITY DRIVE CT
NORTH
AP 17-15
INDIANA TOLL RD
INDIANA TOLL RD
Location Map
APPEAL 17-15
J&J INVESTMENTS LLC
S. OF 1415 UNIVERSITY DR. CT.
USE VARIANCE FOR A
TELECOMMUNICATIONS TOWER
S-2 PLANNED UNIT DEVELOPMENT

City of Mishawaka

RESOLUTION R2017-07

Whereas, the Mishawaka Knights of Columbus Council 1878 is celebrating its 100th anniversary and is one of the oldest fraternal organizations in the City of Mishawaka and such a milestone should be acknowledged and celebrated: and

Whereas, the Mishawaka Knights of Columbus has maintained a physical location in downtown Mishawaka for the past 100 years, currently at 114 West First Street; and

Whereas, countless numbers of Mishawaka Knights and their families have contributed volunteer hours to many charities and have provided a place for Catholics and non-Catholics alike to enjoy various functions and spread goodwill amongst area residents; and

Whereas, the Mishawaka Knights of Columbus has been a venue for many public and private events benefitting both downtown Mishawaka and the entire Mishawaka community.

NOW, THEREFORE BE IT RESOLVED by the Mishawaka Common Council, Mayor David A. Wood, City Clerk Deborah Block do hereby proclaim the 13th day of May in the year of our Lord, Two Thousand Seventeen, and the Independence of the United States, the Two Hundred Forty First, and the Mishawaka's founding, the One Hundred Eighty Fourth, as

"Knights of Columbus Day"

in our community and We urge all our citizens to join in saluting, congratulating and thanking all the members of Mishawaka Council 1878 for the many significant and valuable contributions they have made and continue to make to the City of Mishawaka, God, our community, and the world!

Ross Deal, President, 3rd District	S. Michael Compton, 5th District
Matt Mammolenti, Vice President, At Large	Ron Banicki, 6th District
Dale "Woody" Emmons, 1st District	Joe Canarecci, At Large
Mike Bellovich, 2nd District	Bryan Tanner, At Large
Kate Voelker, 4th District	
Deborah S. Block, City Clerk, IAMC, MMC	David A. Wood, Mayor

CITY OF MISHAWAKA

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

April 26, 2017

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

RECEIVED
DEBORAH S. BLOCK, MMC
APR 26 2017
CITY CLERK
MISHAWAKA, IN

RE: Declaratory Resolution 2017-08
Tax Abatement- River Walk Development Group LLC
Proposed River Walk Multi-Family Residential Development

Dear Council Members and Clerk:

Please find attached Declaratory Resolution 2017-08 pertaining to a petition for tax abatement that has been filed for consideration at the Monday, May 1st meeting. The request was submitted by Barnes & Thornburg LLP, acting as general Counsel for the River Walk Development Group LLC. Scott Sivan, the developer of the recently completed River Rock apartments, is serving as the Managing Partner of the development group.

The developer is proposing to construct a multi-family residential building on an approximate 2 acre city-owned area generally located north of the Riverwalk, east of N. Main Street, south of an east-west alley south of Mishawaka Avenue, and adjacent to Sarah Street if extended to the St. Joseph River. The parcels included are shown on Exhibit A as attached to the resolution.

Per the project description submitted with the abatement application and prior Development Agreement entered into by the City of Mishawaka Redevelopment Commission and the developer, the multi-family residential project will include the construction of one (1) building containing approximately 120,000 square feet. The building will provide 50-60 residential units proposed for occupancy as condominium (owner-occupied) and/or apartment (rental) units based upon market demand. The building will be a pedestal-type structure proposed to have parking on the first/at-grade level and the residential units on the upper levels. The top levels are proposed to be terraced providing for larger balconies on the upper floors. The project is anticipated to be built in one phase with construction beginning in 2018. The developer is seeking approval of the tax abatement at this time prior to commencing with construction-level plans. The estimated completion is August 2019. Construction costs are anticipated to be $12,500,000 to $13,500,000.

The proposed request is for a five-year abatement on the improvements with a higher than normal annual percent abatement schedule. This abatement schedule is identical to the tax abatement that was approved for the Barak Iron Rock condominium project planned at west end of Beutter Park. A copy of the tax

City Hall • 600 East Third Street • Mishawaka IN • 46544-2241
Community Development • Redevelopment • Economic Development Phone: (574) 258-1609 Fax: (574) 968-6999
Planning • Historic Preservation Phone: (574) 258-1625 Fax: (574) 968-6999
E-mail: planning@mishawakacity.com and communitydevelopment@mishawakacity.com

abatement application, the applicant's Counsel prepared resolution, and other relevant materials, including the developer's presentation slides from the February 27th Redevelopment Commission meeting, is attached for your review and information.

Identical to the Barak River Rock and Barak Iron Rock projects which both received abatements in 2013 and 2015, respectively, this property is located within the City's consolidated TIF District. As such, the City of Mishawaka Redevelopment Commission was required to consider the request as the TIF designating body. This is an extra step in the normal abatement process. Consideration of abatements outside the TIF areas of the City is under the exclusive jurisdiction of the Mishawaka Common Council as the legislative body of the City. The Redevelopment Commission approval was required and appropriate because revenue generated from the new tax increment by developments such as this may be counted on to pay off debt obligations within the tax increment district. Thus, if the abatement were to be approved within the TIF district, it could jeopardize the repayment of bonds or other infrastructure improvements within the district. In this case, given the size of the TIF district relative to the size of the proposed project, this abatement request was determined by the Commission to not have a negative impact on the Commission's ability to complete projects or repay debt within the district. As such, on February 27, 2017, the Redevelopment Commission approved the request and forwarded it on to the Mishawaka Common Council.

Unlike typical abatement requests, the Redevelopment Commission, as the owner of this property, has entered into a Development Agreement with the River Walk Development Group LLC. As part of that agreement, the Commission agreed to support an abatement for this project at the proposed abatement schedule. Relative to the specifics of the request, the Developer is requesting an aggressive 5-year abatement schedule that would abate 100%, 95%, 90%, 85%, and 80% of the new taxes associated with real property over the life of the abatement. As previously indicated, this schedule is identical to what was requested and approved for the Barak Iron Rock project in 2015.

As you are aware, tax abatement requests before the Common Council are considered in two steps. The first step is the Declaratory Resolution where the abatement is essentially accepted for consideration.

Once the Declaratory Resolution is approved, the Clerk's Office has specific advertising requirements to notify other taxing entities within the jurisdiction that could be impacted by the abatement. This allows for input from those other taxing units prior to the Council's consideration and vote on the request. The second step is the hearing and consideration of a confirming resolution where the merits of the request are considered. The only item being considered at the May 1st meeting is the Declaratory Resolution, which staff is recommending approval of to allow the appropriate advertising to take place. If approved, staff will prepare a more detailed financial analysis of the request as part of your consideration of the confirming resolution which would tentatively be reviewed at your Monday, May 15th meeting.

Please do not hesitate to contact me with any questions.

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
Community Development • Redevelopment • Economic Development Phone: (574) 258-1609 Fax: (574) 968-6999
Planning • Historic Preservation Phone: (574) 258-1625 Fax: (574) 968-6999
E-mail: planning@mishawakacity.com and communitydevelopment@mishawakacity.com

RESOLUTION NO. 2017-08

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA DECLARAING CERTAIN AREAS WITHIN THE CITY OF MISHAWAKA, INDIANA, COMMONLY KNOWN AS

VACANT LAND AT 100 BLOCK OF EAST MISHAWAKA AVENUE EAST OF SARAH STREET

TO BE AN ECONOMIC REVITALIZATION AREA AND ECONOMIC DEVELOPMENT TARGET AREA FOR PURPOSES OF A REAL PROPERTY TAX ABATEMENT FOR

RIVER WALK DEVELOPMENT GROUP, L.L.C. AND/OR ITS ASSIGNS

WHEREAS, a petition for real property tax abatement has been filed with the City Clerk of the City of Mishawaka, Indiana for consideration by the Common Council of the City of Mishawaka, Indiana, requesting that eighteen (18) vacant unaddressed parcels located north of the St. Joseph River, east of North Main Street, south of an east-west alley south of Mishawaka Avenue, and adjacent to Sarah Street, being more specifically Parcel Numbers 71-09-16-226-001.000- 023, 71-09-16-226-002.000-023, 71-09-09-488-013.000-023, 71-09-09-488-014.000-023, 71-09-09-488-015.000-023, 71-09-09-488-016.000-023, 71-09-09-488-017.000-023, 71-09-09-488-018.000-023, 71-09-09-488-019.000-023, 71-09-09-488-020.000-023, 71-09-09-488-021.000-023, 71-09-09-488-022.000-023, 71-09-09-489-004.000-023, 71-09-09-489-005.000-023, 71-09-16-226-003.000-023, 71-09-16-226-004.000-023, 71-09-16-226-005.000-023, and 71-09-16-226-006.000-023 as shown on the attached Exhibit A, to be an Economic Revitalization Area and Economic Development Target Area under the provisions of Indiana Code § 6-1.1-12.1-1 et seq. (the "Act").

WHEREAS, the City, through its redevelopment commission has conducted an investigation and prepared a report with information sufficient for the Common Council to determine that the area qualifies as an Economic Revitalization Area and Economic Development Target Area under Indiana Code § 6-1.1-12.1-1 et seq., and has further prepared maps and plats showing the boundaries and such other information regarding the area in question as required by law; and

WHEREAS, the Redevelopment Commission has reviewed said report and recommended to the Common Council that the area qualifies as an Economic Revitalization Area and Economic Development Target Area.

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

1. The Common Council hereby determines and finds that the Petition for Real Property Tax Abatement and the Statement of Benefits form completed by the Petitioner meet the requirements under the Act for tax abatement;

2. That the description of the proposed redevelopment or rehabilitation meets the applicable standards for such development;

3. That the estimate of the value of the redevelopment or rehabilitation is reasonable for projects of this nature;

4. That the estimate of the number of individuals who will be employed or whose employment will be retained by the Petitioner can reasonably be expected to result from the proposed described redevelopment or rehabilitation;

5. That the estimate of the annual salaries of those individuals who will be employed or whose employment will be retained by the Petitioner can be reasonably expected to result from the proposed redevelopment or rehabilitation;

6. That the other benefits about which information was requested are benefits that can be reasonably expected to result from the proposed described redevelopment or rehabilitation;

7. That the totality of benefits is sufficient to justify the requested deduction, all of which satisfy the requirements of the Act;

8. The Common Council hereby accepts the report and recommendation of the Redevelopment Commission that the area herein described be designated as an Economic Revitalization Area and Economic Development Target Area, and hereby adopts a Resolution designating this area as an Economic Revitalization Area and Economic Development Target Area for purposes of real property tax abatement;

9. The designation as an Economic Revitalization Area and Economic Development Target Area shall be limited to five (5) calendar years from the date of the adoption of this Resolution by the Common Council;

10. The Common Council directs the City Clerk to cause notice of the adoption of this Declaratory Resolution for Real Property Tax Abatement to be published pursuant to Indiana Code § 5-3-1 and Indiana Code § 6-1.1-12.1-2.5, said publication providing notice of the public hearing before the Common Council on the proposed confirming of said declaration; AND

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

ADOPTED by the Common Council of the City of Mishawaka, Indiana, St. Joseph County, Indiana, this ___ day of May, 2017.

____
Ross J. Deal, President

ATTEST:

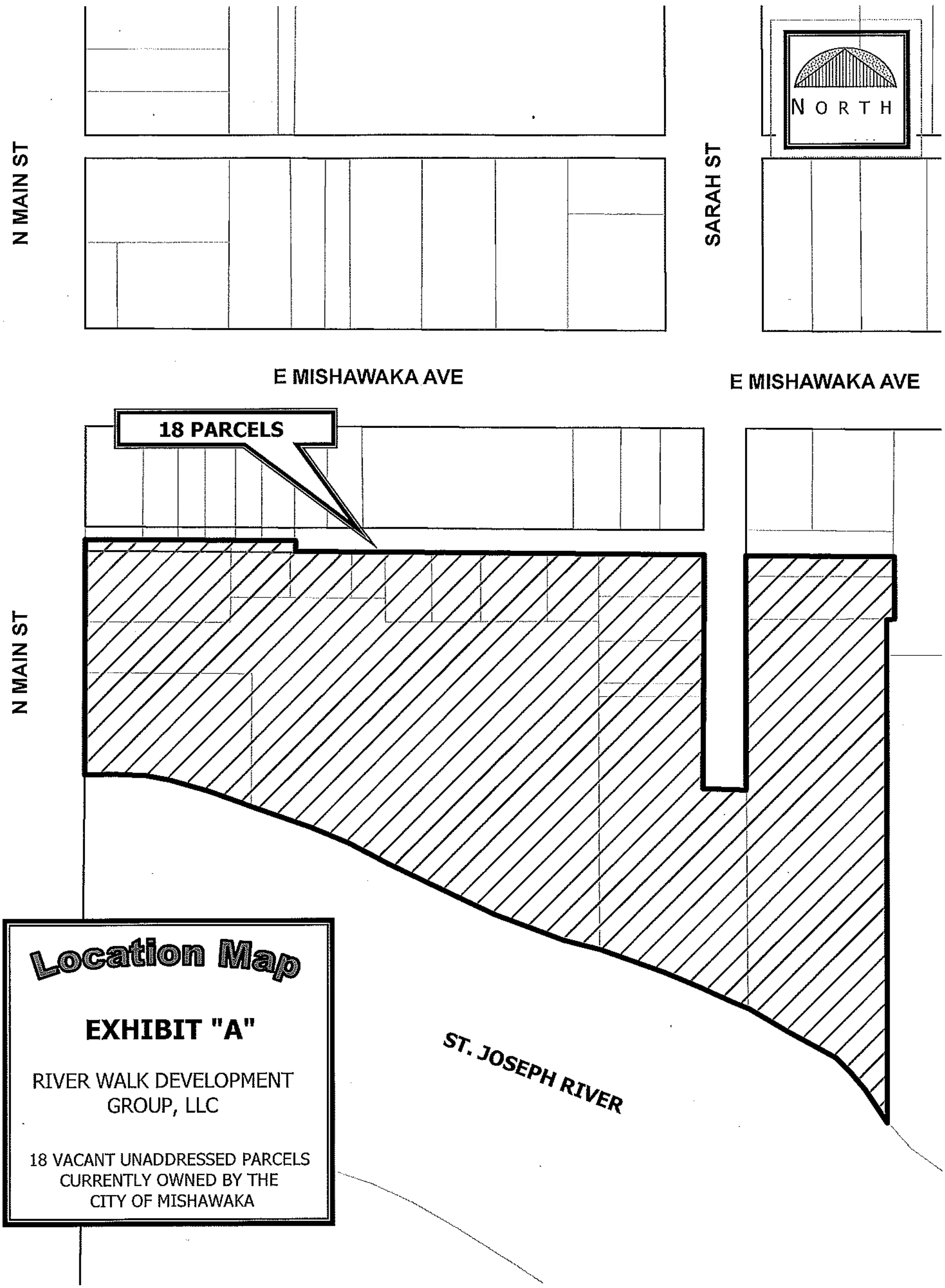
____
Deborah S. Block, City Clerk

PRESENTED by me to the Mayor of the City of Mishawaka, Indiana, on this _____ day of ______________________, 2017.

____
Deborah S. Block, City Clerk

APPROVED AND SIGNED by me this _____ day of ______________________, 2017, at _____ o'clock ____.M.

____
David A. Wood, Mayor



Location Map

EXHIBIT "A"

RIVER WALK DEVELOPMENT GROUP, LLC

18 VACANT UNADDRESSED PARCELS CURRENTLY OWNED BY THE CITY OF MISHAWAKA

BARNES &THORNBURG LLP

700 1st Source Bank Center
100 North Michigan
South Bend, IN 46601-1632 U.S.A.
(574) 233-1171
Fax (574) 237-1125

www.btlaw.com

February 22, 2017

VIA HAND DELIVERY

Mr. Kenneth Prince
Redevelopment Commission
City of Mishawaka
600 East 3rd Street
Mishawaka, Indiana 46544

RE: River Walk Development Group, L.L.C.
Application for Real Property Tax Abatement

Dear Ken:

Thank you for meeting with Scott Sivan and talking to me to discuss and review the proposed filing of River Walk Development Group's Application for Real Property Tax Abatement consideration. We are pleased to enclose an original and three (3) copies of each of the following documents for filing with your office (together with a check payable to the City of Mishawaka in the amount of $300):

1. Application for Real Property Tax Abatement;

2. Form SB-1 - Statement of Benefits;

3. Proposed form of Resolution for the Redevelopment Commission; and

4. Proposed forms of both a Declaratory and Confirming Resolution for consideration by the Common Council of the City of Mishawaka.

We greatly appreciate your guidance and support for this project. As always, please feel welcome to let Scott or me know if we can provide any additional information in anticipation of the Redevelopment Commission meeting. We would also appreciate your (a) returning a file-stamped copy of these documents to me (using the self-addressed, stamped envelope enclosed for your convenience) and (b) confirming the date for presentation to the Commission. Thank you again for your professional assistance.

Very truly yours,

BARNES & THORNBURG LLP

Richard J. Deahl

RECEIVED
FEB 22 2017
BUILDING, PLANNING
COMMUNITY DEVELOPMENT

RJD:slr
Enclosure
cc: Mr. Scott Sivan
Andrew G. Helfrich, Esq.
DMS 1296629v1

City of Mishawaka
Building – Community Development - Planning

APPLICATION FOR DESIGNATION AS AN ECONOMIC REVITALIZATION AREA

REAL PROPERTY TAX ABATEMENT

1. Name of the company for which Economic Revitalization Area (ERA) designation is being requested:

RIVER WALK DEVELOPMENT GROUP, L.L.C. (and its successors/assigns)

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

Name and Title: **Mr. Scott Sivan, Managing Partner**

Address: **300 S. St. Louis Boulevard, Suite 103, South Bend, Indiana 46617**

Telephone: **(574) 302-7236**

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

Name and Title: **(Same as above)**

Address: ________________

Telephone: ________________

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

a) Street Address: **Vacant Land located West of Sarah Street and South of Lots on the Southeast corner of Main Street and Mishawaka Avenue; Mishawaka, Indiana.**

b) Township: **Penn Township (Mishawaka)**

c) Taxing District Number: **71-023**

d) Council District Number: **4th District, City of Mishawaka**

e) Tax Parcel Number(s):

Parcel Nos.: **71-09-16-226-001.000- 023**
71-09-16-226-002.000-023
71-09-09-488-013.000-023
71-09-09-488-014.000-023
71-09-09-488-015.000-023
71-09-09-488-016.000-023
71-09-09-488-017.000-023
71-09-09-488-018.000-023
71-09-09-488-019.000-023
71-09-09-488-020.000-023
71-09-09-488-021.000-023
71-09-09-488-022.000-023
71-09-09-489-004.000-023
71-09-09-489-005.000-023
71-09-16-226-003.000-023
71-09-16-226-004.000-023
71-09-16-226-005.000-023
71-09-16-226-006.000-023

(and any combinations/future parcel numbers assigned to these parcels/lots)

f) Current Zoning of the Property: **C-3 City Center Commercial Zoning District**

g) Case/approval number of any variance, rezoning, or approval petition(s) which is/are required or have been obtained for this project: ______

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

Land: **$Exempt (Owned by City of Mishawaka Redevelopment Commission)**

Improvements: **$None/Exempt (Owned by City of Mishawaka Redevelopment Commission)**

Inventory: **$0.00 (N/A)**

Equipment: **$0.00 (N/A)**

6. Has this project/tax abatement request been discussed with City of Mishawaka Staff and has a site visit been conducted? __X__ Yes ____ No

7. Does your company currently conduct manufacturing operations at this location? If so, how long has your company been at this location? **N/A**

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

b) Please list any special certifications/designations. **N/A**

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

Please see Description of Applicant and Project attached as Exhibit A

An affiliate of applicant has one project at 116 W. Mishawaka Ave, Mishawaka, IN 46545

What is the size of the real estate that will be developed? (in acres) **A portion of ~2.92 Acres**

9. What is the estimated construction or rehabilitation cost? **~$ 12.5 – 13.5 MM**

10. Have building permits been obtained? *(Please note that state statute requires petitioner to file abatement application **before** obtaining permits) ____ Yes **X** No

11. What is the anticipated date for construction to begin? **February, 2018**

12. What is the anticipated date for project completion? **August, 2019**

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

Please see Description of Applicant and Project attached as Exhibit A

a) Are your employees represented by a union? If so, by whom? **No.**

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

Skilled	____	Average hourly wage rate for skilled positions	____
Semi-skilled	____	Average hourly wage rate for unskilled positions	____
Clerical	____	Average hourly wage rate for clerical positions	____
Salaried	____	Average salary (per hour) for salaried positions	$20

TOTAL NUMBER OF EXISTING EMPLOYEES (permanent and full-time) 2

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

Sick and vacation time.

d) Approximate value of benefits for existing and new employees on a per hour basis (e.g. benefits are valued at an additional $3.00 per hour, etc.) **N/A**

e) What is the total dollar amount spent on retained salaries? **N/A**

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

Skilled	____	Average hourly wage rate for skilled positions	____
Semi-skilled	~	Average hourly wage rate for unskilled positions	~15.00
Clerical	~	Average hourly wage rate for clerical positions	~13.00
Salaried	~	Average salary (per hour) for salaried positions	~45,000

TOTAL NUMBER OF NEW EMPLOYEES (permanent and full-time) ~ 2

g) What is the total dollar amount to be spent on new salaries? ~ $75,000

h) What is the blended hourly wage rate (the blended rate of hourly and salaried employees), excluding benefits and overtime, for: **N/A.**

Current hourly employees	____________
Retained hourly employees	____________
New hourly employees	____________

i) (if applicable)What is the usual market for goods or services produced by the company? List the percentage of the company's product or service that reaches: **N/A.**

Inside St. Joseph County:	____________%
Outside St. Joseph County, but inside Indiana:	____________%
Outside Indiana, but within 500 miles	____________%
Outside of 500 miles	____________%
Outside of the United States:	____________%

j) (if applicable)List the name and location (City and State) of your five largest vendors or suppliers: **N/A.**

15. Describe the project for which tax abatement is being requested. Include the types of improvements that will be made, and indicate whether improvement is freestanding or an expansion to existing facility. In addition, indicate whether your company will utilize the entire project space or lease a portion of it to an outside company.

Please see Description of Petitioner and Project attached as Exhibit A

16. Briefly describe the product or service of the company/business which will occupy the property for which tax abatement is being requested.

Please see Description of Petitioner and Project attached as Exhibit A

17. What evidence can be provided to show the positive impact the abatement will have on the project property and surrounding area?

Please see Description of Petitioner and Project attached as Exhibit A

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

Please see Description of Petitioner and Project attached as Exhibit A

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

Petitioner has sought the support and assistance from the City of Mishawaka with respect to parcel assembly, alley vacation, zoning and similar matters regarding the proposed development, all in accordance with the Development Agreement entered into between the Petitioner and the City of Mishawka Redevelopment Commission.

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

Petitioner has not applied for assistance from the State of Indiana regarding the proposed development project.

21. Miscellaneous Attachments Required:

- Attach the legal description of the property where the project will take place, marked Exhibit B, and hereby incorporated herein. **To be completed.**
- Attach a map and/or a plan of the property where the project will take place, marked Exhibit C, and is hereby incorporated herein.

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

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

RIVER WALK DEVELOPMENT GROUP, L.L.C.
(and its Successors and Assigns)

____
Signature of Owner or Authorized Representative

Printed: Scott Sivan
Title: Managing Partner

February 21, 2017
Date

EXHBIT A
DESCRIPTION OF PETITIONER AND PROJECT

River Walk Development Group, L.L.C., a Delaware limited liability company (the "Petitioner" or "Developer") is a party to a certain Development Agreement with the City of Mishawaka Redevelopment Commission dated May 23, 2016 for the proposed development of certain vacant property generally located immediately north of the St. Joseph River between Main Street and Sarah Avenue, Mishawaka, Indiana (the "Development Agreement"). As more particularly set forth in the Development Agreement, the proposed project includes new investment to construct a multi-family building containing approximately 120,000 square feet. This building will contain approximately 50-60 residential units for occupancy as condominiums and/or apartments. The Developer projects the completion of the building on or before August 2019. The Developer anticipates, at this time, that construction of the entire development will proceed in a single phase at an investment of between $12,500,000 and 13,500,000. As noted above, the proposed project involves a significant investment in the construction of a multi-family project to spur continued residency and growth in downtown Mishawaka. This project, as generally depicted on Exhibit C, is designed with unique architectural features and enhancements to support and promote the advancement of the Mishawaka River Center Master Plan. In particular, the design of the proposed project includes pedestrian friendly features, architectural aspects and positioning to enhance the aesthetic views from and connectivity of residential areas with the Mishawaka City Center.

The Developer's proposed project is intended to provide significant benefits to the City of Mishawaka, including (among others) the following:

- The Developer anticipates investing approximately $12,500,000 - 13,500,000in the construction of the building improvements;
- The Developer anticipates relying on local service providers and suppliers when reasonably possible for construction services and materials for completion of the project;
- The overall design of the project includes an emphasis on architectural features and pedestrian friendly attributes to support the Mishawaka's River Center Master Plan and to create an inviting and vibrant community within and stemming from the project;
- The Developer anticipates that, upon completion, the Developer will employ certain management and maintenance personnel, thereby creating at least 2 to 4 new jobs with an estimated payroll of amounts in excess of $80,000 – 150,000;

- The overall design and Developer's plan to complete construction of the entire project in a single phase, will result in great density and an influx of 100 to 120 new high quality residents to support and frequent existing local retail and service businesses and other establishments, which should provide more local revenues and employment as those businesses expand and new ones open for operation;

- The proposed development is also intended to serve as a catalyst for further projects with residential density and to support contributions for increasing traffic, patronage, and vibrancy of the downtown Mishawaka area.

As noted above, the Developer anticipates investing between $12,500,000 and $13,500,000 to successfully complete the construction of the proposed project. The success of the project and benefits provided to the City can be bolstered by efforts to manage the real property tax liabilities during construction and the marketing period to lease-up and/or sell individual units comprising the project. The Developer kindly requests the Mishawaka City Council's support of a five (5) year real property tax abatement, with the following deduction schedule:

Number of Years	Applicable Deduction %
1	100%
2	95%
3	90%
4	85%
5	80%

A five (5) year abatement corresponds with the Developer's commitment for total project completion and will span periods of construction and the initial marketing lease-up phase of the project. Importantly, the tax abatement will assist the petitioner with managing property tax expenses to spur initial growth and occupancy for the mutual benefit of the City and the stability of the project through rapid occupancy. Any property tax savings realized during the period of construction (through the five-year abatement) will certainly be recovered by the City over time based on the anticipated assessment of the property for many years to come.

EXHIBIT B

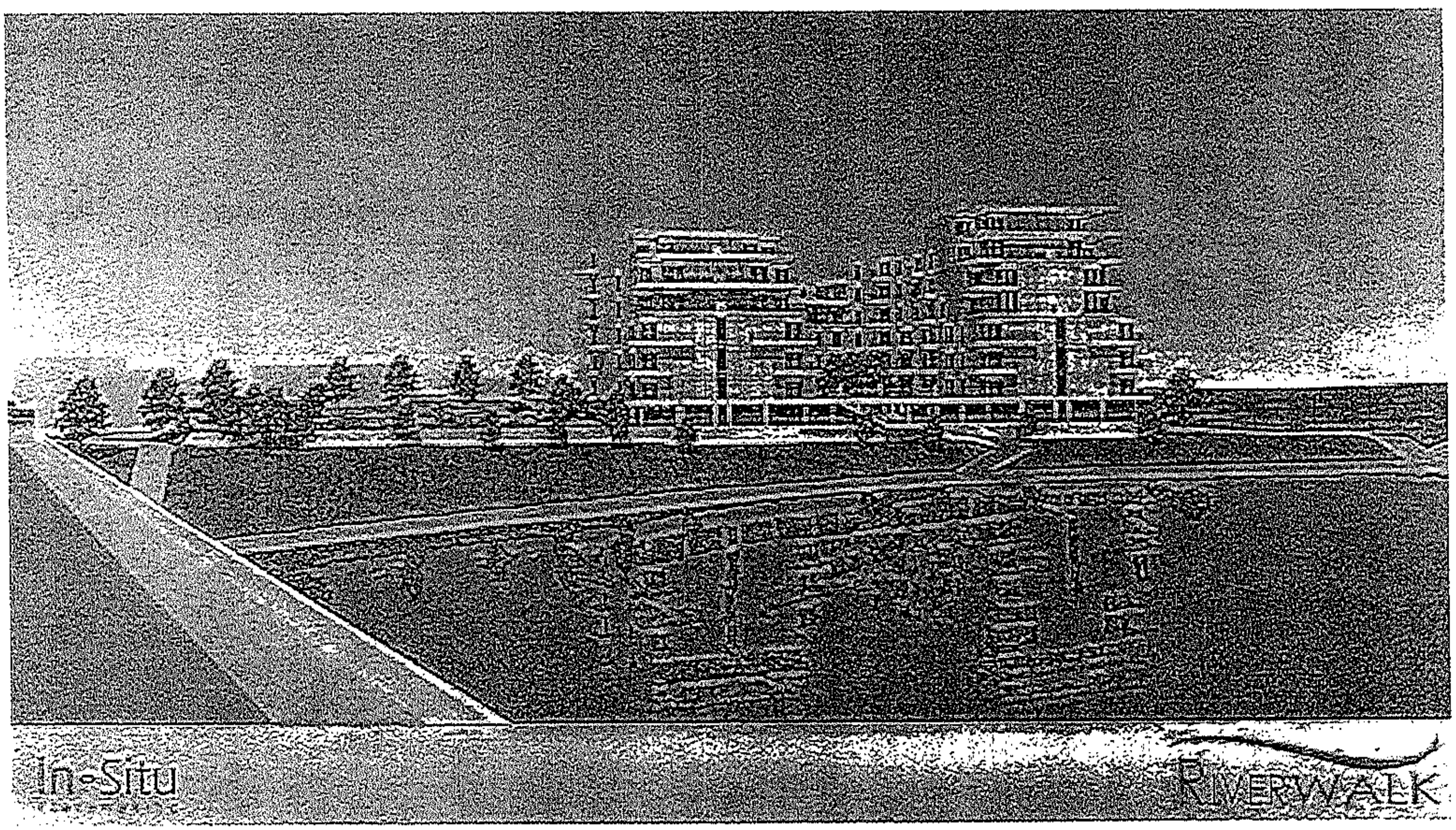
LEGAL DESCRIPTION

To be completed.

EXHBIIT C
PRELIMINARY DEVELOPMENT PLAN

[PLEASE SEE ATTACHED]

River Walk Development



STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS

State Form 51767 (R6 / 10-14)
Prescribed by the Department of Local Government Finance

20 19 PAY 20 20
FORM SB-1 / Real Property
PRIVACY NOTICE Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (*check one box*):
☑ Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
☐ Residentially distressed area (IC 6-1.1-12.1-4.1)

INSTRUCTIONS:

1. *This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.*
2. *The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.*
3. *To obtain a deduction, a Form 322/RE must be filed with the County Auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between March 1 and May 10 of a subsequent year.*
4. *A property owner who files for the deduction must provide the County Auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)*
5. *For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer: River Walk Development Group, L.L.C.

Address of taxpayer (*number and street, city, state, and ZIP code*): 300 S. St. Louis Boulevard, Suite 103; South Bend, Indiana 46617

Name of contact person	Telephone number	E-mail address
Scott Sivan, Managing Partner	(574) 302-7236	sivan@barakriverrock.com

SECTION 2 — LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of designating body		Resolution number
Common Council of the City of Mishawaka		
Location of property	**County**	**DLGF taxing district number**
Please see Exhibit A	St. Joseph	71-023

Description of real property improvements, redevelopment, or rehabilitation (*use additional sheets if necessary*):
Investment of at least $12,500,000 - $13,500,000 in the development and construction of a multi-family housing project containing approximately 120,000 square feet

Estimated start date (*month, day, year*): May 2018
Estimated completion date (*month, day, year*): August 2019

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

Current number	Salaries	Number retained	Salaries	Number additional	Salaries
0	0	N/A	N/A	2+	~$75,000

SECTION 4 — ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

	REAL ESTATE IMPROVEMENTS	
	COST	ASSESSED VALUE
Current values	$0	Exempt
Plus estimated values of proposed project	$12.5MM – $13.5MM	Reg. 17
Less values of any property being replaced	N/A	N/A
Net estimated values upon completion of project	$12.5MM – $13.5MM	Reg. 17

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

Estimated solid waste converted (*pounds*) ____________

Estimated hazardous waste converted (*pounds*) ____________

Other benefits

SECTION 6 — TAXPAYER CERTIFICATION

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

Signature of authorized representative		Date signed (*month, day, year*)
		February 22 2017
Printed name of authorized representative	**Title**	
Scott Sivan	Managing Partner	

FOR USE OF THE DESIGNATING BODY

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

A. The designated area has been limited to a period of time not to exceed five (5) calendar years* *(see below)*. The date this designation expires is ____________.

B. The type of deduction that is allowed in the designated area is limited to:
1. Redevelopment or rehabilitation of real estate improvements ☑ Yes ☐ No
2. Residentially distressed areas ☑ Yes ☐ No

C. The amount of the deduction applicable is limited to $ ____________.

D. Other limitations or conditions *(specify)* N/A

E. Number of years allowed: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☑ Year 5 (* see below) ☐ Year 6 ☐ Year 7 ☐ Year 8 ☐ Year 9 ☐ Year 10

F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?
☑ Yes ☐ No
If yes, attach a copy of the abatement schedule to this form.
If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

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

Approved *(signature and title of authorized member of designating body)*	Telephone number (574 302 7236	Date signed *(month, day, year)* 2.22.17
Printed name of authorized member of designating body Scott Sivan	Name of designating body	
Attested by *(signature and title of attester)*	Printed name of attester	

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

A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. The deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)

B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

IC 6-1.1-12.1-17
Abatement schedules
Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:
(1) The total amount of the taxpayer's investment in real and personal property.
(2) The number of new full-time equivalent jobs created.
(3) The average wage of the new employees compared to the state minimum wage.
(4) The infrastructure requirements for the taxpayer's investment.
(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.
(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

EXHIBIT A
PROPERTY AND TERM/ABATEMENT SCHEDULE

1. **Property.**

Vacant Land located West of Sarah Street and South of Lots on the Southeast corner of Main Street and Mishawaka Avenue; Mishawaka, Indiana, including the following parcel Key Nos. (as the same may be replatted for project):

71-09-16-226-001.000- 023
71-09-16-226-002.000-023
71-09-09-488-013.000-023
71-09-09-488-014.000-023
71-09-09-488-015.000-023
71-09-09-488-016.000-023
71-09-09-488-017.000-023
71-09-09-488-018.000-023
71-09-09-488-019.000-023
71-09-09-488-020.000-023
71-09-09-488-021.000-023
71-09-09-488-022.000-023
71-09-09-489-004.000-023
71-09-09-489-005.000-023
71-09-16-226-003.000-023
71-09-16-226-004.000-023
71-09-16-226-005.000-023
71-09-16-226-006.000-023

2. **Abatement Schedule.** Five (5) year abatement as follows:

Years	Applicable Deduction %
1	100%
2	95%
3	90%
4	85%
5	80%

River Walk Development

In-Situ
Placemaking

RIVERWALK

Project Information
subtext

- River Walk will be a new Residential community composed of 60-70 units on the north bank of the St. Joseph River east of Main Street complementing the new River Rock community set to open in June this year.

- River Rock located just west of Main Street on Mishawaka Avenue, which has already transformed the skyline of downtown Mishawaka, is attracting young professionals to empty nesters from nearby Granger, South Bend, and of course Mishawaka, students from the various academic institutions in the area, as well as tenants from all over the U.S. who are relocating to this wonderful and welcoming place for professional and personal reasons.

- River Walk will be another modern architectural project with well planned, carefully designed and detailed, spacious one, two, and three bedroom units with extensive views of the St. Jo River and cascades.

- Like River Rock it will be walking and biking distance from downtown Mishawka and the River Walk parks area, just a short drive to the Grape Road Corridor, the second largest retail area in Indiana, Notre Dame, IUB, and the other academic facilities that are part this multi-faceted community.

- River Walk like River Rock will have covered parking and a raised private landscaped courtyard for the tenants. Every detail for the tenants comfort, ease, living pleasure and security has been considered. River Walk combined with River Rock will anchor the north edge of downtown Mishawaka while acting as the gate to the downtown on either side of the Main Street Bridge.

Welcome to River Walk

Area Map

Project location

In•Situ
Placemaking

RIVERWALK

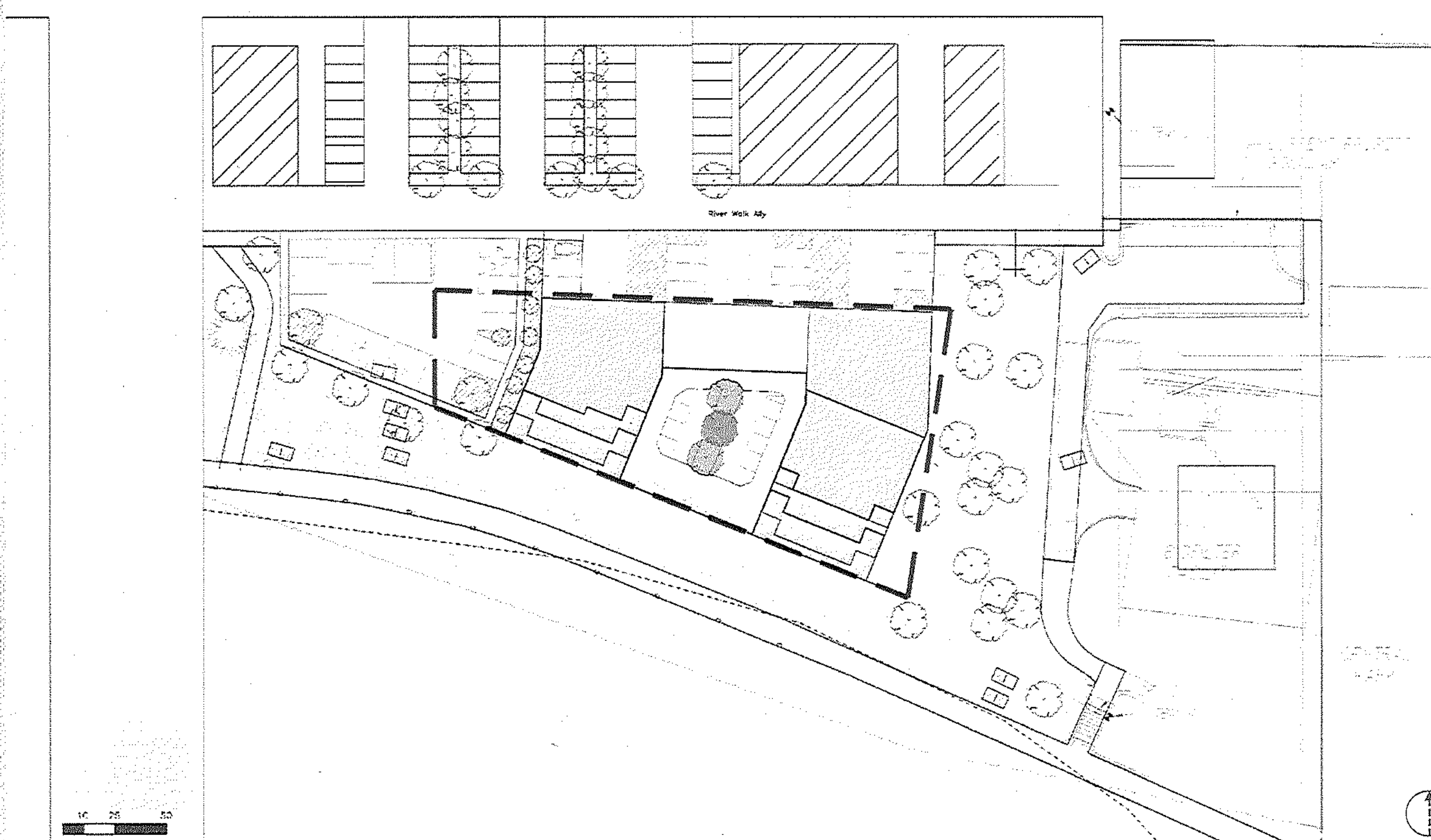
Design Renders
View from river's south bank

In-Situ Placemaking

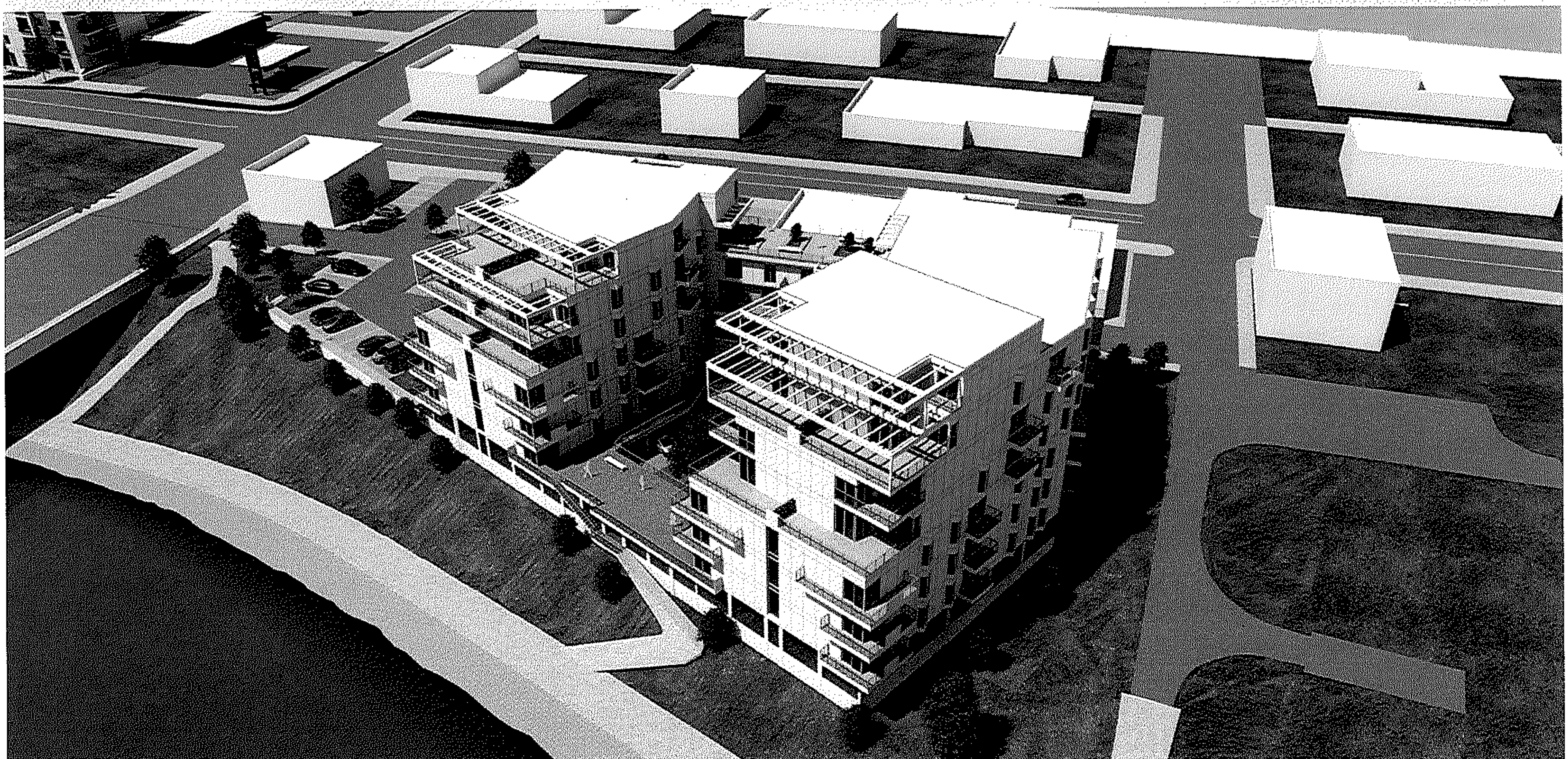
RIVERWALK

Design Renders
Aerial View from the south

Design Plans
Site Plan



Design Renders
Aerial View from the south



In-Situ Placemaking

RIVERWALK

Data Sheet

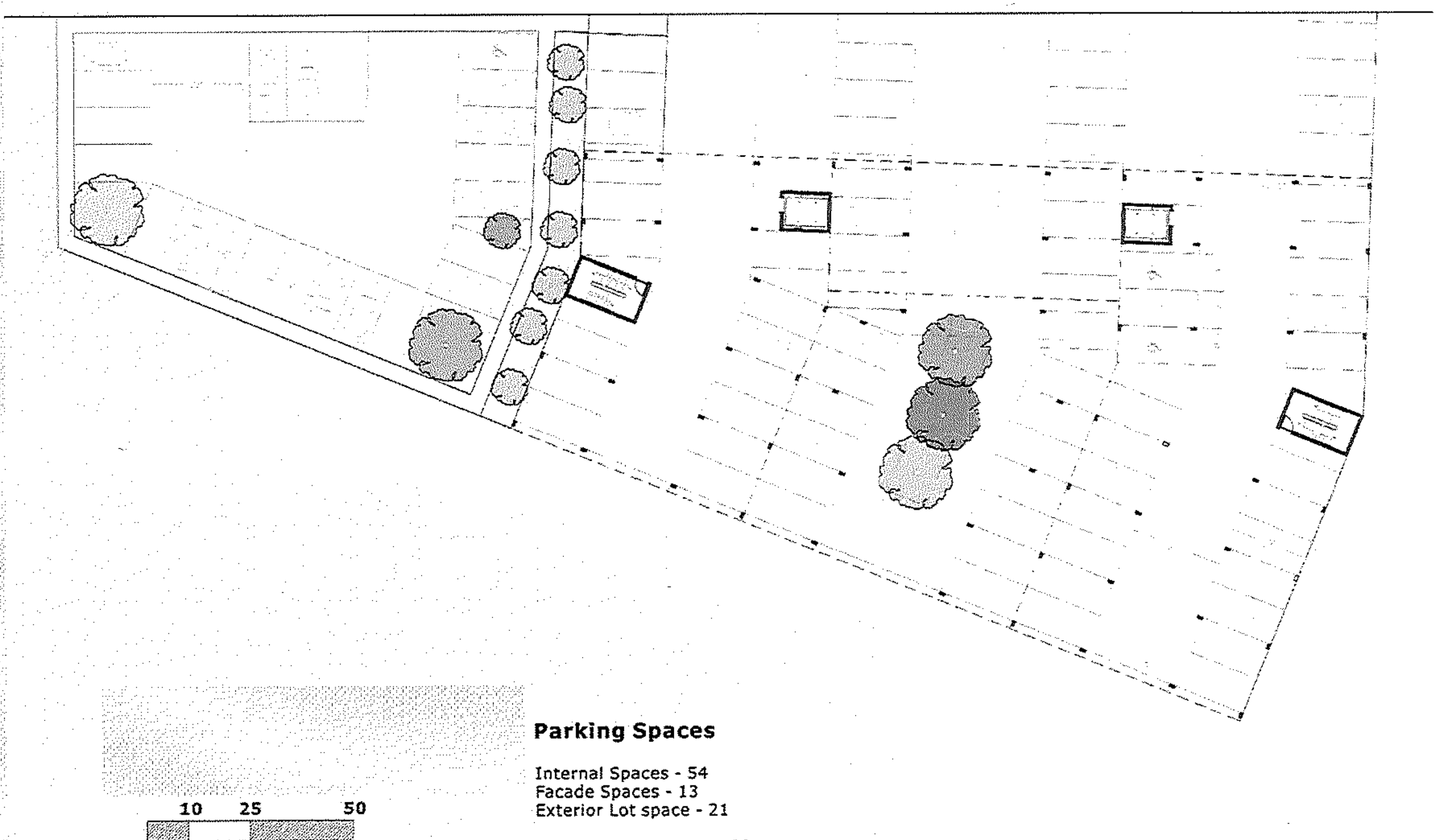
Public Spaces and passages

Parking Spaces								
Internal	54							
External	13+21							
total parking	**88**							
	ground floor	2nd floor	3rd floor	4th floor	5th floor	6th floor	7th floor	8th floor
passages, corridors, lifts and stairs	900	2440	2440	2440	2400	2350	2300	0
roofed parking	12000							
courtyard		3500						

Private Spaces

	1 Bedroom	2 Bedroom	3 Bedroom	duplex
avg. sqf.	780	1145-1250	1350-1600	2180
2nd Floor	8	5		
3rd Floor	8	5		
4th Floor	8	5		
5th Floor	7	3	1	
6th Floor	4	2	2	
7th Floor	4		1	
8th Floor				2
Total units per floor	39	20	4	2
Total units per Project	**65**			
Total Space per Units	30420	24000	5800	4360
Total Unit space	**64580**			

Design Plans
Ground Floor
parking

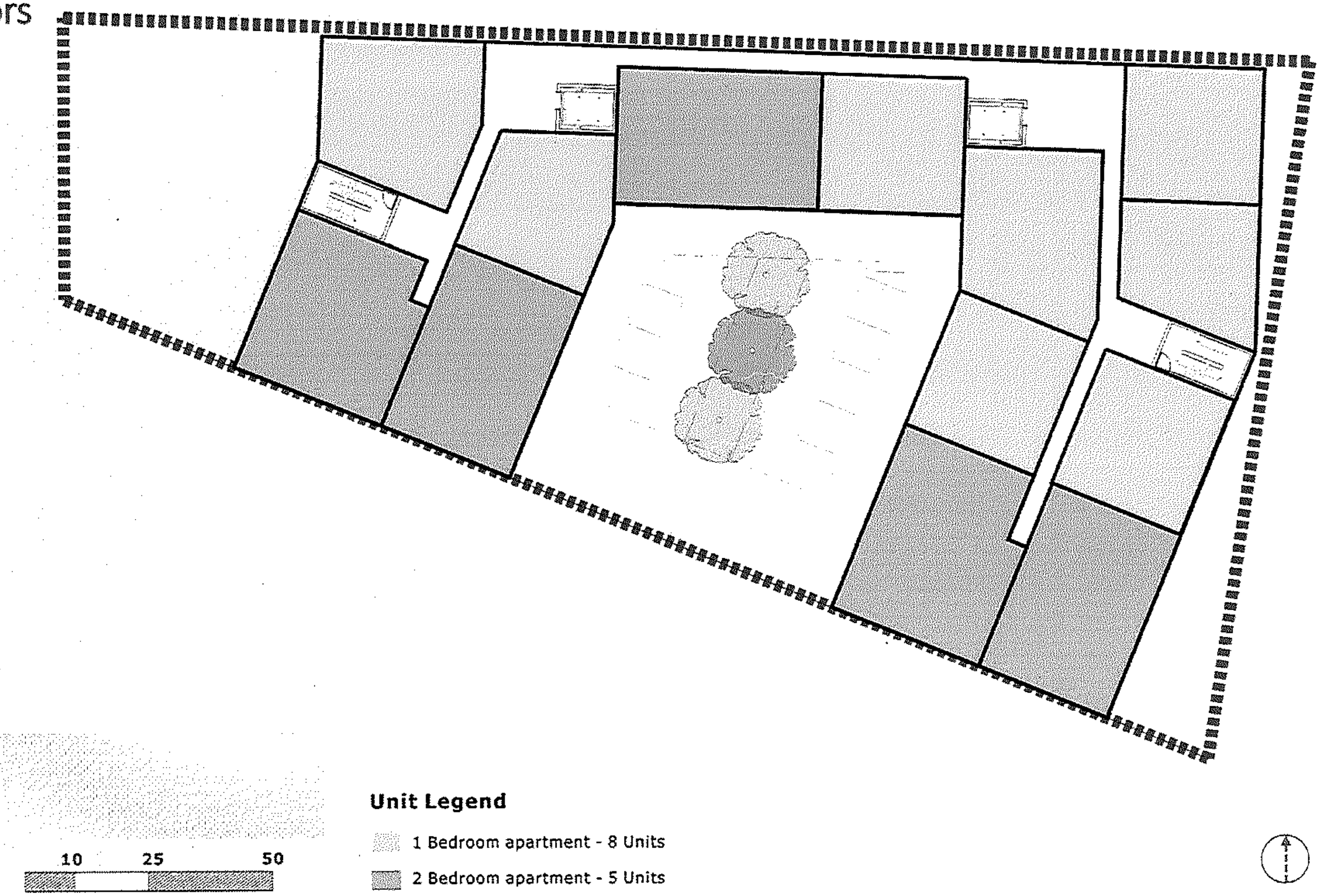


Parking Spaces

Internal Spaces - 54
Facade Spaces - 13
Exterior Lot space - 21

Total Parking Spaces - 88

Design Plans
Typical Floor Plan
2^{nd} 3^{rd} & 4^{th} floors



Unit Legend

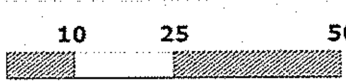
- 1 Bedroom apartment - 8 Units
- 2 Bedroom apartment - 5 Units

Design Plans

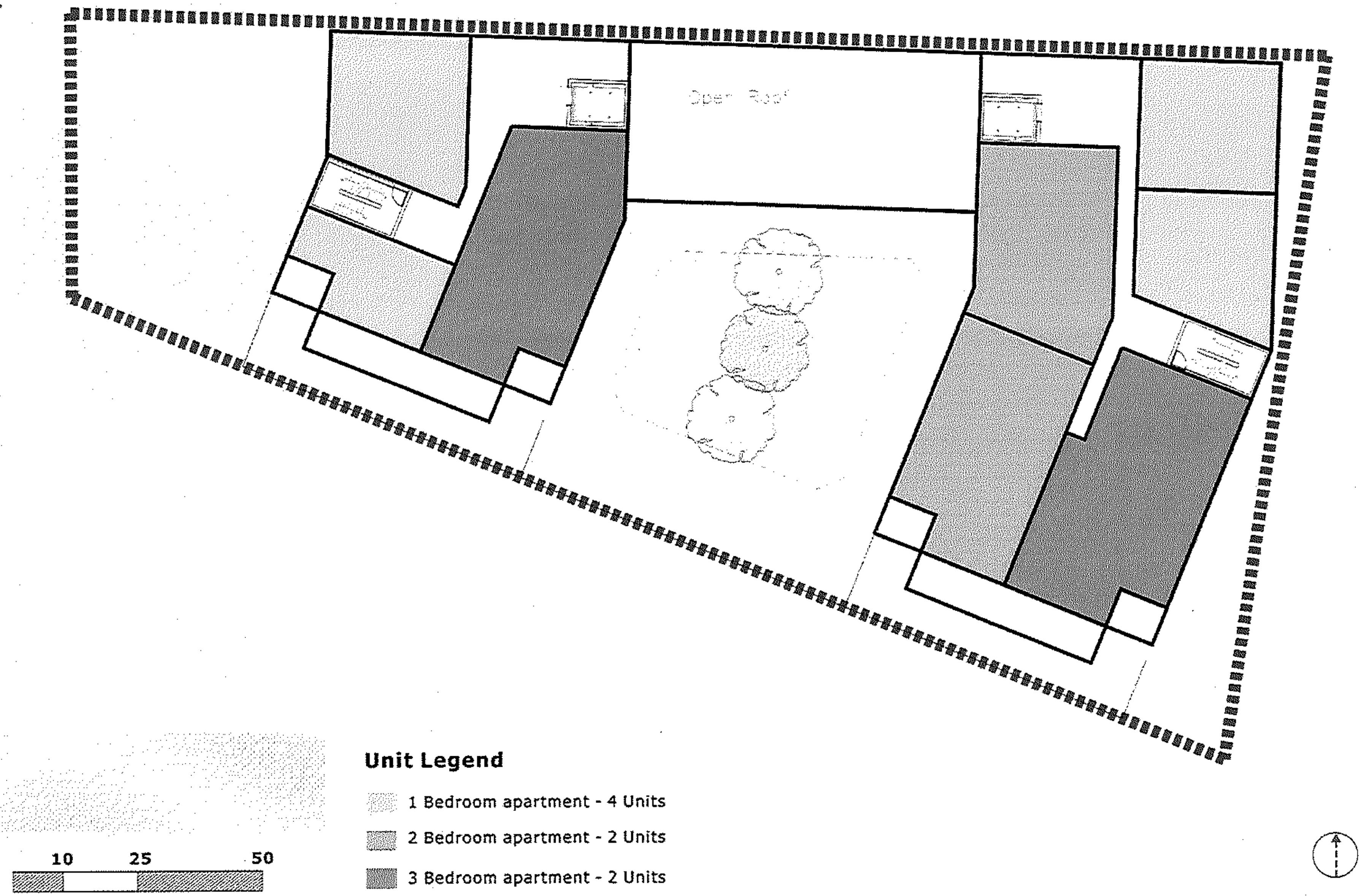
5th floor plan

Unit Legend

- 1 Bedroom apartment - 7 Units
- 2 Bedroom apartment - 3 Units
- 3 Bedroom apartment - 1 Unit

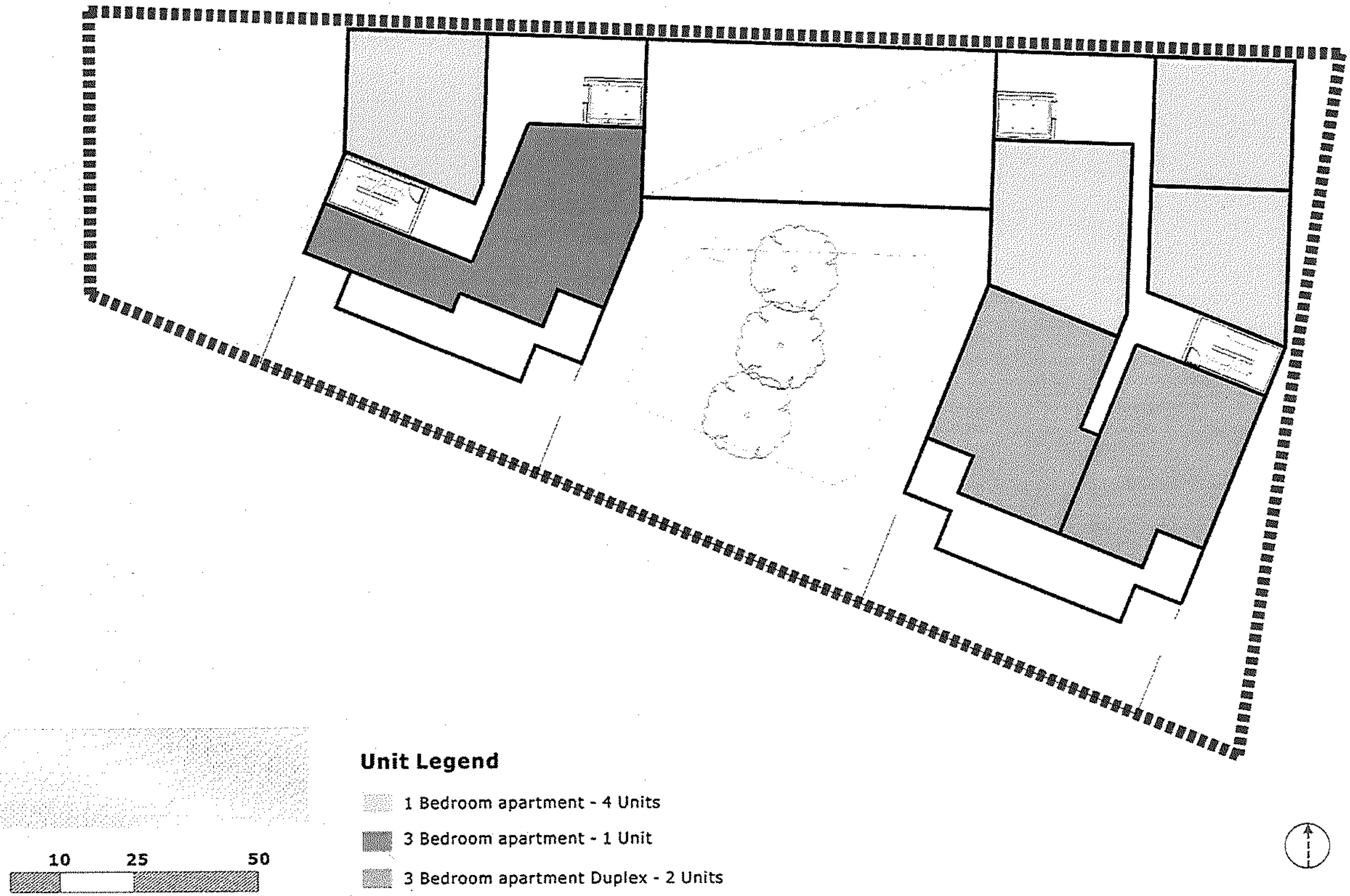


Design Plans
6th floor plan

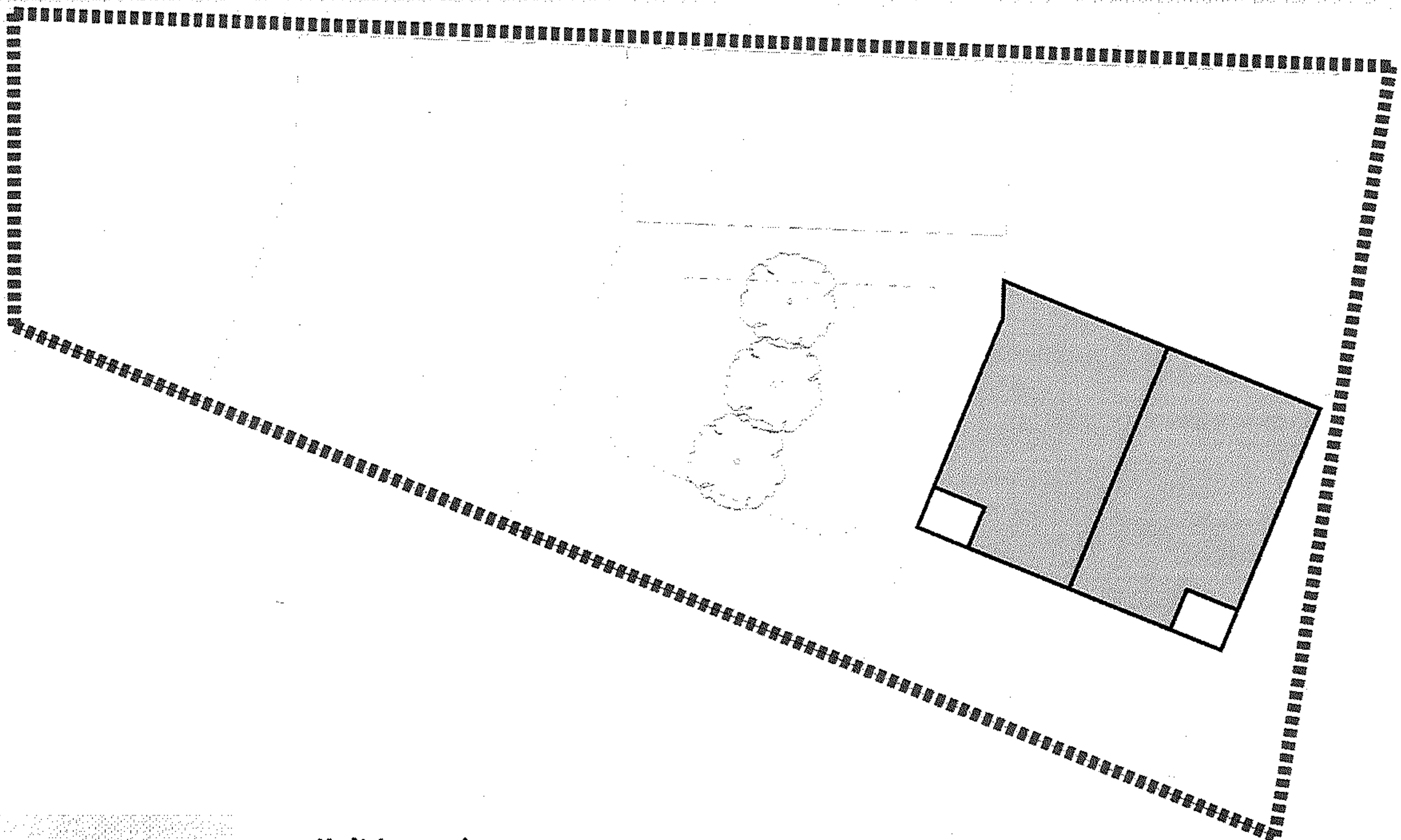


Design Plans

7th floor plan

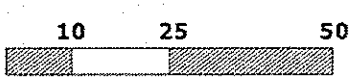


Design Plans
8th floor plan

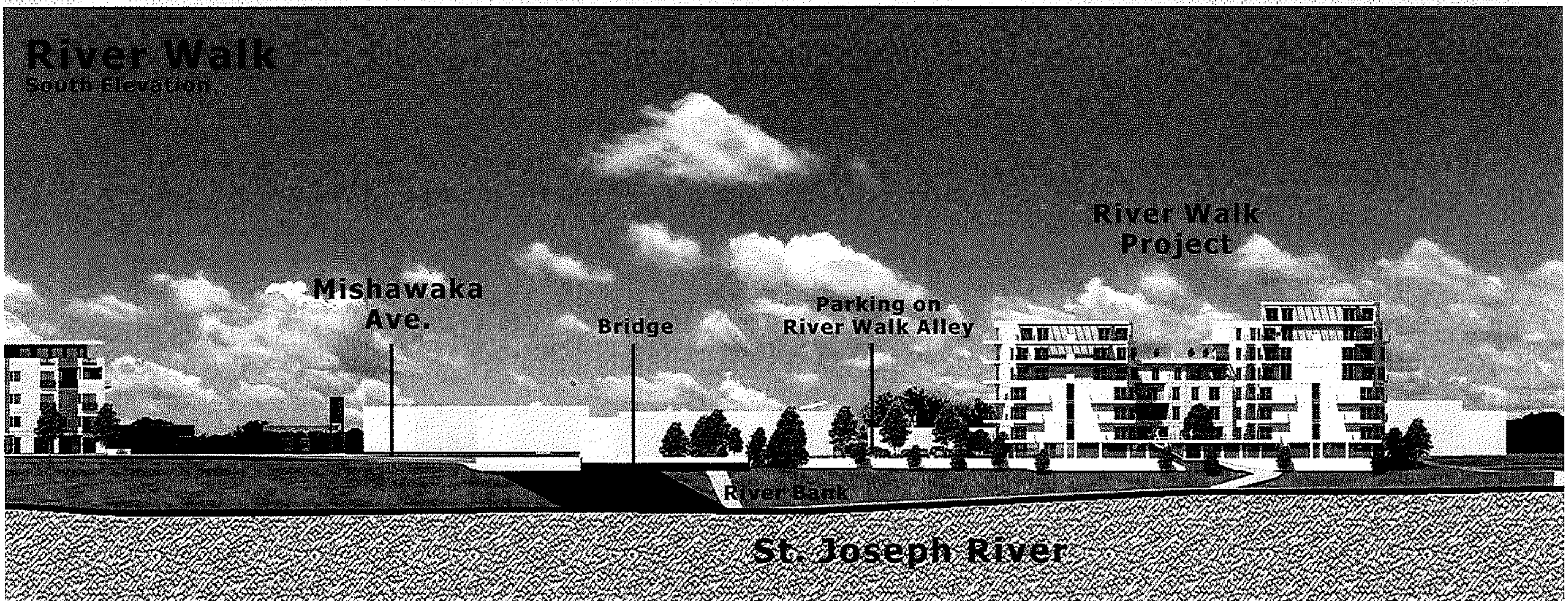


Unit Legend

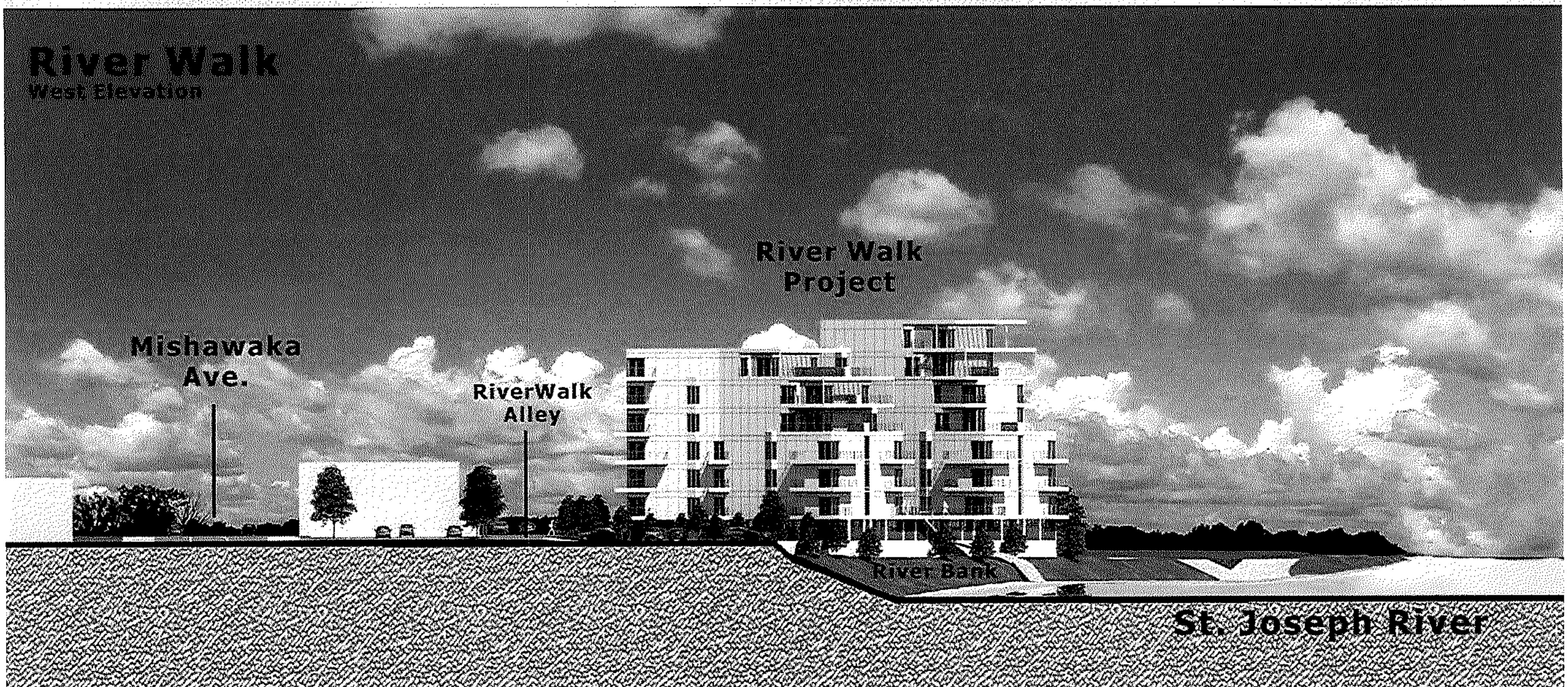
3 Bedroom apartment Duplex
(2nd floor from level 7)



Elevations
South



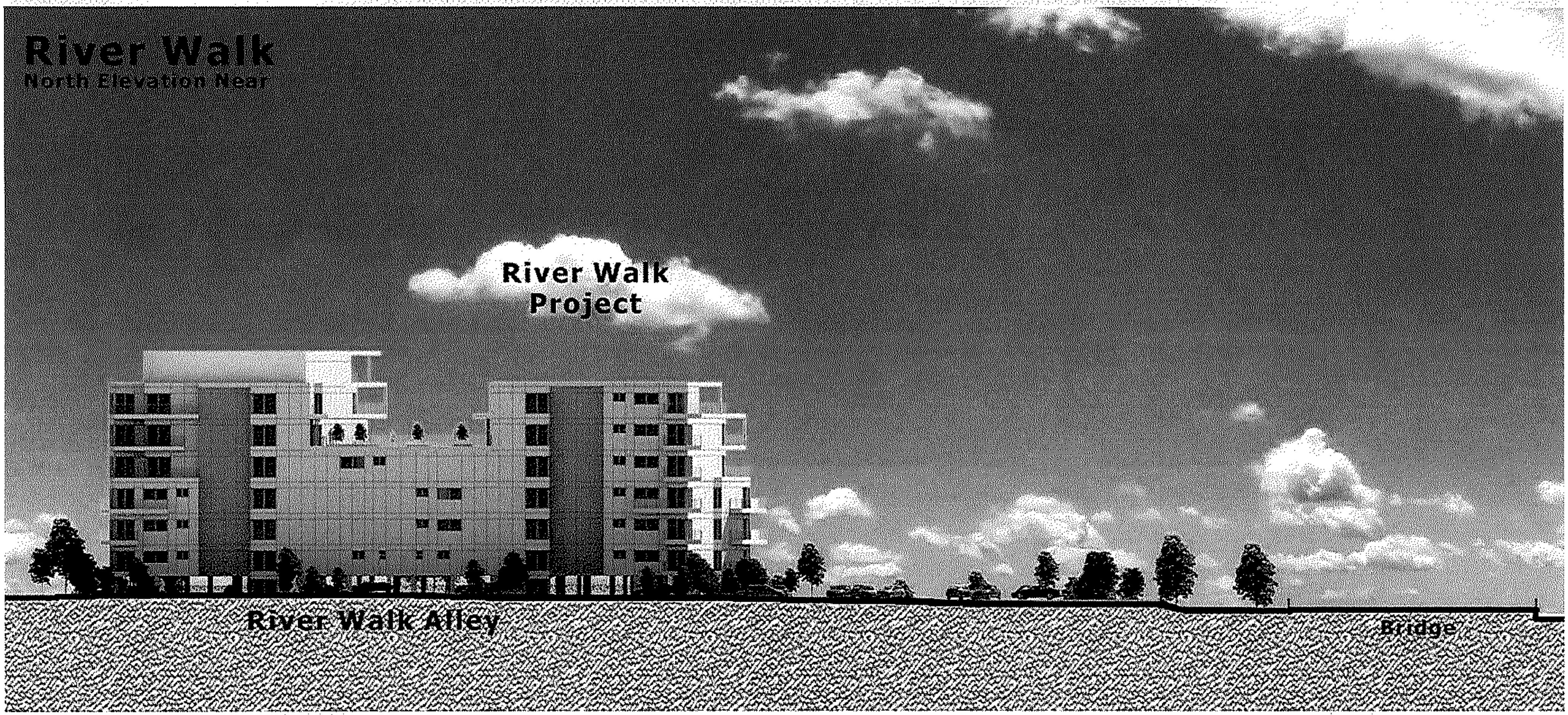
Elevations
West



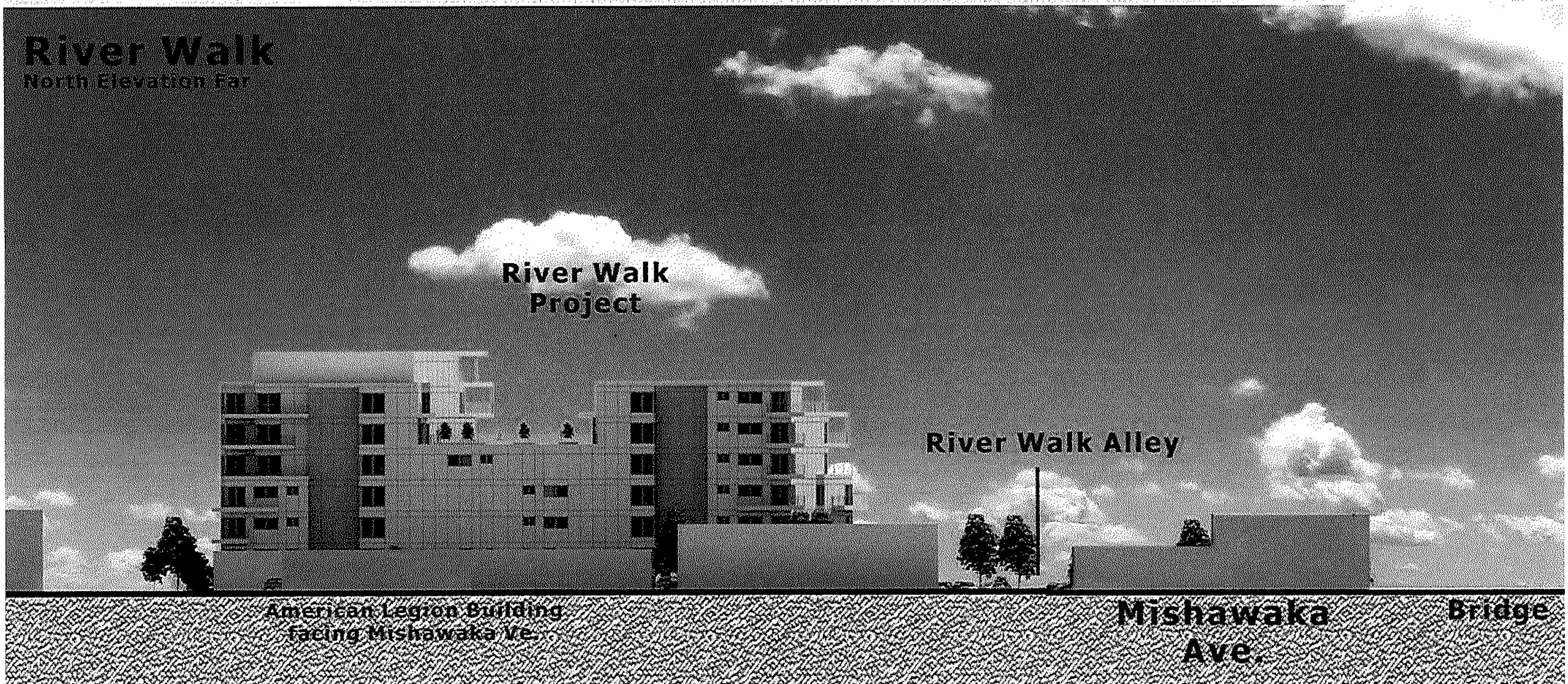
Elevations

East

Elevations
North
From River Walk Alley

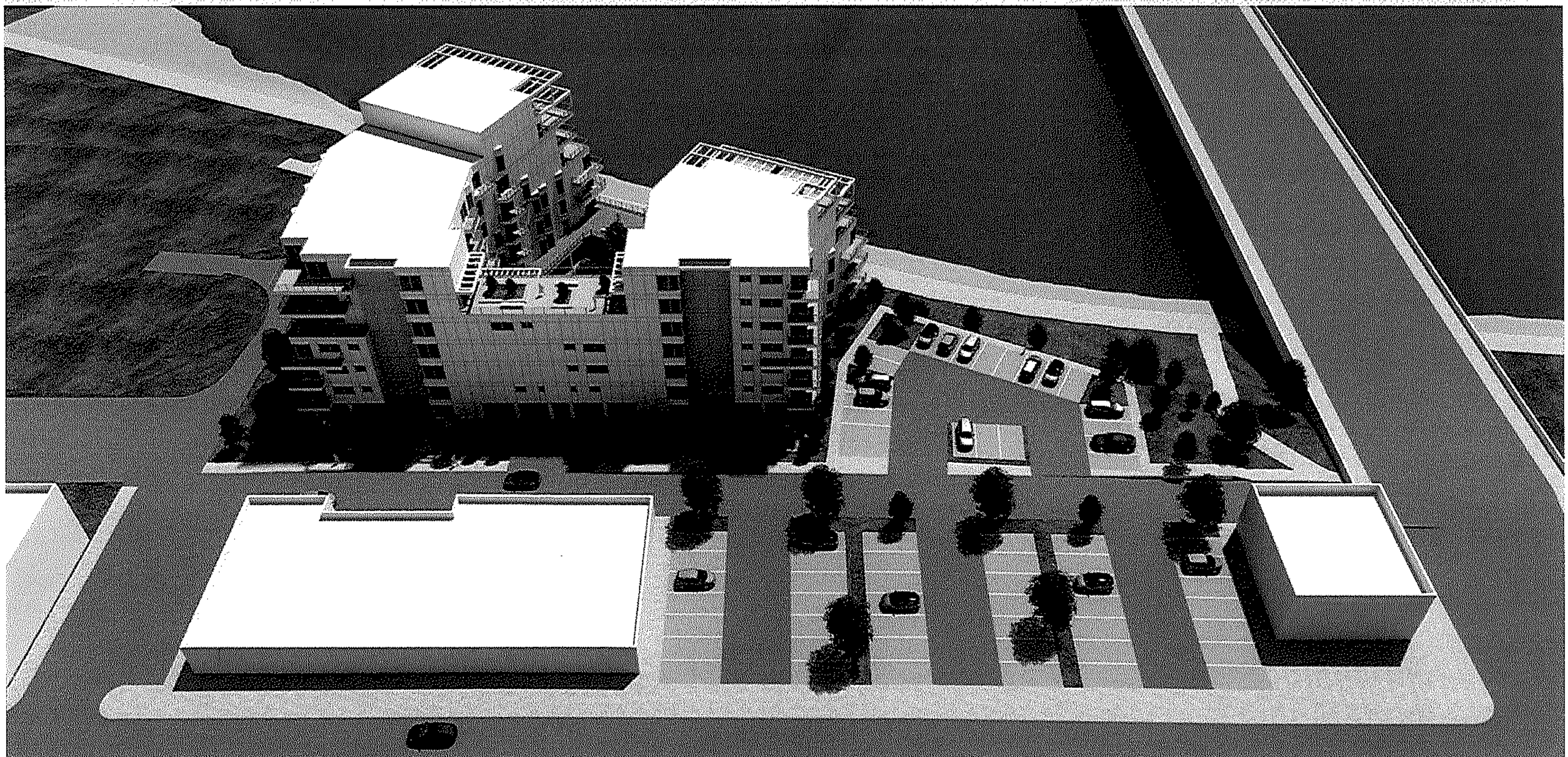


Elevations
North
From Mishawaka Ave.



Design Renders
North road entrance

Design Renders
Aerial North View



In•Situ Placemaking

RIVERWALK

Design Renders
Aerial project south view

In-Situ Placemaking

RIVERWALK

MISHAWAKA
HISTORIC
PRESERVATION
COMMISSION

RECEIVED
DEBORAH S. BLOCK, MMC

APR 26 2017

CITY CLERK
MISHAWAKA, IN

April 18, 2017

Honorable Members of the Common Council
City of Mishawaka, Indiana

RE: Historic Preservation Commission Recommendation
Amendment to Guidelines Document

Honorable Members:

On advice from legal counsel, we would like to change the term "Task Force" to the word "Association". These changes appear on page 17, as identified below. A revised copy of the entire guidelines document is also enclosed.

After the three year vote, guidelines will be reviewed every 5 years. In this event:

1. *Changes to the guidelines, if desired, may be initiated only by the Normain Heights Neighborhood ~~Task Force~~ Association.*
2. *The Normain Heights Neighborhood ~~Task Force~~ Association informs the MHPC of the proposed changes to the guidelines.*
3. *Actual revisions to the guidelines are finalized by the Mishawaka Historic Preservation Commission (MHPC).*
4. *All property owners in the NHCD are notified of the proposed changes in the guidelines. They are given copies of the proposed changes and notice of the time and place of the public hearing on the proposals.*
5. *The Normain Heights Neighborhood ~~Task Force~~ Association provides a system whereby all property owners have the opportunity to cast a vote on the proposals. Each lot will get one vote.*
6. *If a majority of the property owners who cast a vote to approve the changes, the new guidelines are sent to the MHPC for ratification.*

It may become necessary to revise sections of the guidelines because of state enabling legislation. In this event:

1. *The Normain Heights Neighborhood ~~Task Force~~ Association will draft the appropriate change.*
2. *The change will be advertised through the NHCD's traditional information methods: emails and newsletters.*
3. *After advertisement, the change will go to the MHPC meeting for a public hearing and approval.*

Sincerely,

Christa Hill

Christa Hill, Secretary, Historic Preservation Commission

TOMORROW LIVES IN THE LIGHT OF OUR PAST

Department of Community Development & Planning • City Hall • 600 East Third Street • Mishawaka, IN 46544
(574) 258-1625 Fax (574) 968-6999
www.Mishawaka.in.gov

1st Reading 4-17-17
2nd Reading
Passed
Failed
Continued To

PROPOSED ORDINANCE NO. 2017-16

ORDINANCE NO.

HPC # 17-01

RECEIVED
DEBORAH S. BLOCK, MMC
APR 12 2017
CITY CLERK
MISHAWAKA, IN

AN ORDINANCE TO ESTABLISH NORMAIN HEIGHTS AS A CONSERVATION DISTRICT WITHIN THE CITY OF MISHAWAKA, INDIANA.

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

WHEREAS, a concerned group of owners in the Normain Heights neighborhood wishes to protect the fabric of the neighborhood by establishing Normain Heights as a Conservation District, and

WHEREAS, Normain Heights is designated on the National Register, and is a contributing neighborhood according to the 1995 Survey, indicating the importance of the history to be preserved and protected, and

WHEREAS, the Commission held a public hearing on April 4, 2017 for the purpose of allowing discussion and public comment on the proposed designation of the Normain Heights Conservation District, and

WHEREAS, Normain Heights Conservation District Guidelines are attached as Exhibit A, and Boundary Map as Exhibit B, and

WHEREAS, the Commission voted to send the Guidelines and map to the Common Council with a favorable recommendation for the creation of Normain Heights Conservation District.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, COUNTY OF ST. JOSEPH, STATE OF INDIANA, THAT:

SECTION 1: The map setting forth the proposed conservation district for the site is hereby approved by the Common Council and the Normain Heights Conservation District is hereby designated.

The Normain Heights Conservation District shall consist of the following addresses:

Ardennes:	104, 108, 113, 114, 117, 118, 121, 122, 125, 126, 131, 132, 135, 136, 139, 140, 202, 203, 207, 208, 211, 212, 215, 216, 221, 222, 225, 226, 229, 230, 236, 240, 244, 304, 308, 312, 316.
Bastogne:	111, 114, 117, 120, 121, 124, 127, 130, 131, 138, 141, 142, 203, 204, 207, 208, 211, 212, 216, 217, 221, 222, 226, 227, 230, 231.
Guam:	109, 114, 115, 118, 119, 123, 124, 128, 129, 132, 135, 138, 139, 203, 204, 207, 208, 211, 212, 217, 218, 223, 224, 228, 229, 232, 237, 243.
East Leyte:	111, 114, 117, 120, 121, 124, 125, 128, 131, 134, 135, 138, 139, 142, 203, 204, 207, 208, 212, 213, 217, 218, 221, 222, 226, 227, 230, 231.

North Main: 2333, 2339, 2343, 2344, 2347, 2348, 2353, 2356, 2357, 2361, 2403, 2406, 2407, 2410, 2411, 2416, 2417, 2421, 2422, 2425, 2503, 2506, 2507, 2510, 2513, 2519, 2522, 2603, 2604, 2609, 2610, 2614, 2617, 2620, 2623, 2703, 2704, 2709, 2710, 2716, 2717, 2722, 2729, 2732, 2733, 2739, 2740, 2743, 2747, 2803, 2806, 2807, 2810, 2811, 2816, 2817, 2821, 2822, 2825, 2903, 2907, 2911.

Normandy: 2303, 2304, 2309, 2310, 2313, 2314, 2319, 2320, 2323, 2324, 2327, 2328, 2333, 2334, 2337, 2338, 2343, 2344, 2347, 2348, 2353, 2354, 2358, 2359, 2364, 2404, 2408, 2409, 2414, 2415, 2419, 2424, 2425, 2428, 2431, 2434, 2503, 2504, 2509, 2510, 2514, 2515, 2519, 2520, 2524, 2603, 2604, 2608, 2609, 2612, 2615, 2616, 2619, 2622, 2626, 2704, 2705, 2708, 2711, 2714, 2721, 2722, 2725, 2728, 2732, 2803, 2804, 2809, 2812, 2817, 2818, 2821, 2824.

Palau: 111, 112, 117, 118, 121, 122, 125, 126, 129, 130, 135, 136, 139, 140, 202, 203, 207, 208, 211, 212, 216, 217, 221, 222, 225, 226, 230, 231.

Saint Lo: 111, 114, 117, 120, 121, 129, 130, 134, 135, 138, 139, 203, 204, 207, 208, 212, 2132, 216, 217, 222, 223, 226, 227, 230, 231, 234.

The individual properties making up the District are legally described as follows:
Lots 4 -316 Normain Heights, Lot 1 Normain Heights 1st Minor, and Lot 1 Main McKinley Corrective Plat.

SECTION 2: In accordance with IC 36-7-11-19, no earlier than 180 days before the three year anniversary date of the adoption of the Ordinance, but no later than 60 days before the three year anniversary date of the adoption of this Ordinance, property owners in the Normain Heights Conservation District shall be given the opportunity to object, in writing, to the elevation of the district to a full Historic District. Each lot will get one vote.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, COUNTY OF ST. JOSEPH, STATE OF INDIANA, THAT the above reference property be designated as Normain Heights Conservation District.
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_______________, 2017, at _________ o'clock p.m.

____
Presiding Officer

ATTEST:

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

PRESENTED by me to the Mayor this _____ day of _________, 2017, at _______o'clock, ___.m.

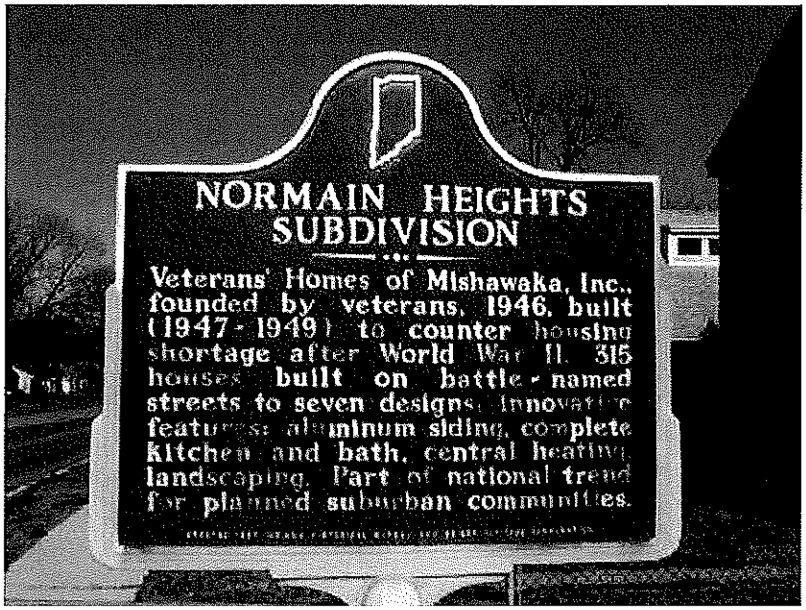
____
Deborah S. Block, IAMC, MMC, City Clerk

APPROVED by me this ____ day of _____________, 2017, at ____ o'clock ____.m.

____
David A. Wood, Mayor

Normain Heights

Conservation District Guidelines



MISHAWAKA
HISTORIC
PRESERVATION
COMMISSION

Mishawaka Historic Preservation Commission
City of Mishawaka, Planning Department
600 East Third Street
Mishawaka IN 46544
Phone: (574) 258-1625

TABLE OF CONTENTS

INTRODUCTION

A Conservation District is not the same as a Historic District but, will protect our homes from being moved or demolished. In a Conservation District, only new construction (should the need arise), demolition and moving of buildings shall be reviewed by the Mishawaka Historic Preservation Commission. The Commission does not regulate modifications or additions to existing home structures, although voluntary suggestions are available within this ordinance.

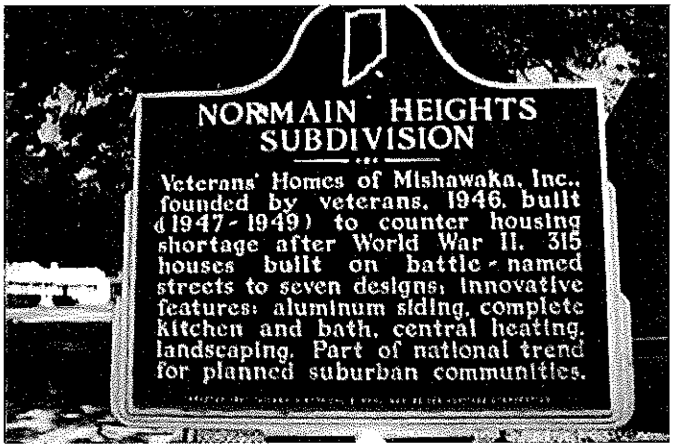
The goal is to harmonize new buildings and renovation with the historic fabric that remains. The guidelines are not meant to restrict creativity, but to set up a framework within which sympathetic design will occur. Within such a framework, there can be many different design solutions which may be appropriate. The intent of these design guidelines is to maintain the integrity of our mid-century neighborhood, as originally constructed; to protect property values for home owners; and to keep single family homes where they have been built traditionally; to regulate the building of new homes, assist with renovation and moving of existing homes. The following guidelines regulate new construction, should such a circumstance arise. They do not regulate modifications or additions to existing home structures, although we do suggest voluntary use of them as guiding principles.

The Normain Heights Neighborhood is zoned R-1 Single Family Residential which permits only single family style homes. Ideally, a new building in the Norman Heights Conservation District (NHCD) should fit seamlessly into the fabric of the neighborhood. The continuity of the streetscape, as seen from the road, should be consistent with the contributing buildings already on the street, maintaining existing scale, density, and atmosphere. The objective of the NHCD is to ensure the quality and compatibility of infill (new construction) by explaining the details that add value and reference in this historical neighborhood.

The Normain Heights Neighborhood Association has been active for many years, seeking to promote a safe and harmonious living environment for its residents, to protect this special place from incompatible development, and to preserve our valuable mid-century homes from destruction. The NHCD was implemented to help preserve our unique residential housing and to provide stability in a neighborhood where non-owner occupied homes are increasing. The distinctive makeup of our neighborhood should ensure that people are likely to purchase homes here and to work together for the enhancement of the neighborhood over time. With support from the Mishawaka Historic Preservation Commission (MHPC), we have established these design guidelines for any future changes in our NHCD, to preserve the historic character of this neighborhood. In Normain Heights, we value our history and the diverse families who live here and have pride in our neighborhood, all of which encourage us in this endeavor.

Building a History Together: Normain Heights

[Adapted from the National Register of Historic Places Nomination]



The subdivision acquired its name from a combination of its "northern" location along "main" street. The addition of "heights" was a common naming practice across the country for new housing developments.

The Normain Heights subdivision was born of a partnership between veterans, community organizations, government, and businesses. A housing shortage spread across the United States following World War II due to the decreased construction before and during the war and on the return of millions of veterans looking to start a family. As veterans flocked to the job-rich industries in Mishawaka and nearby South Bend, Mishawaka city government responded by appointing J.A. Riggs as Housing Coordinator in January of 1946 and the Chamber of Commerce formed a housing committee. It would be the veterans themselves, however, that would find an unprecedented solution to their housing needs.

The Plan

The American Legion Post 161 and the Veterans of Foreign Wars Post 360 both setup committees to overcome the housing challenge. These veterans' organizations also enlisted the help of the United Rubber Workers of America Local 65, which was the labor union at the largest employer in the area, the United States Rubber Company. Together, they formed a non- profit organization called Mishawaka Vets' Homes, Inc., which aimed at finding a collective use for the federally-backed home loans that veterans were guaranteed through the GI Bill.

According to the Veterans Administration, between 1944 and 1952, the federal government backed over two million home loans for World War Two Veterans. Normally at the time, veterans would seek loans individually and housing subdivision projects were privately developed. Instead, Mishawaka Vets' Homes decided to develop a subdivision by veterans for veterans.

Preliminary plans from development engineer Robert L. Pine sketched a new housing subdivision that would include local businesses, churches, a park, and a school. The design included 315 houses for low to middle-income families that sat along six curved avenues, all named after World War II battles: Ardennes, Palau, Saint Lo, Bastogne, Leyte, and Guam. These avenues sat between Main Street, which was extended from the South, and the new Normandy Drive to the east. All of the pieces began to fall in place. Private investment companies funded the project loan totaling \$2,499,000, setting in motion the plans to purchase an eighty-acre farm plot from the Felton family and start construction. Within a month of gaining non-profit status in August 1946, nearly one hundred veterans placed the required $300 down payment on a home.

Every effort was made to cut costs and lessen the burden of buying a new home for each veteran. Organizers even invited community members to enter the property and harvest firewood for their own needs in hopes of clearing the land for free. The streets, curbs, sidewalks, sewer, and water lines were all in place and factored into the price of each home by the groundbreaking for the first house in November 1947. Within a year, over seventy houses were completed; landscaping and all. September 1949 marked the completion of all 315 houses, with nearly three quarters of them occupied. But what did the houses look like?

The Houses

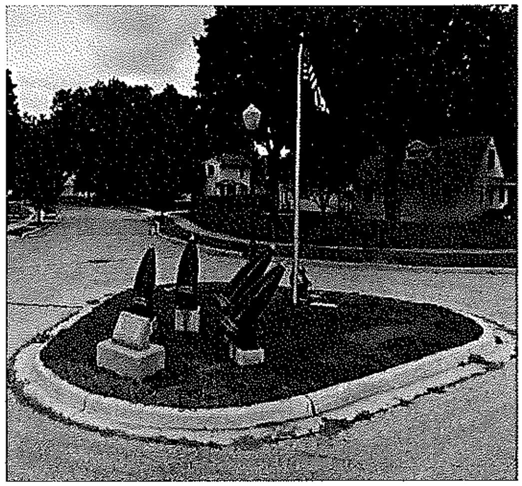
The leadership of Mishawaka Vets' Homes wanted to provide the new homeowners in Normain Heights with a home that they could take pride in and would last. They made certain that these homes would not be prefabricated and would offer veterans the opportunity to customize their new homes. To do so, Architect Karl Schwartz created seven different designs that helped avoid the "cookie-cutter" look of most other post-war housing developments. The designs included four one-story variations, a one-and-a-half story, a split level, and a two-story house (See Design Guidelines for more details). Some were built to a mirror-image of the design or aligned differently on the lot to distinguish them from others. Among the designs, the one- story house with three bedrooms and a basement was the most popular.

Local labor and donated materials like aluminum siding from the Reynolds Company, allowed the veterans to build their fully-equipped homes on site while saving money and stimulating the local economy. The aluminum siding undoubtedly contributed to a modern, uniform appearance across the entire subdivision and became a dominant aesthetic in the neighborhood. Other detailing included double-hung wood windows and a signature picture window that provided light to the living rooms on several of the style options. Veterans and their families found their houses on move-in day fully-equipped with a kitchen and their choice of a gas, coal, or oil furnace.

Four Square, One and Half Story, 2 Bedroom

The Legacy

Normain Heights remains as a proud and patriotic working class neighborhood in Mishawaka. Homeowners have modified and adapted their houses as their needs changed over the years, but most of the houses remain and stand as a testament to the times. While the very construction of Normain Heights and its battle-named streets honor World War Two, the subdivision also retains its war memorial. The original engraved stone monument was dedicated in October of 1948 in memory of Pfc. John F. Nagy, who according to the *South Bend Tribune*, represented "all those in the armed forces who made the supreme sacrifice." After repeated collisions with automobiles at the intersection of Normandy and Guam Avenues, the first memorial was replaced with a new memorial consisting of four artillery shells in 1991.



World War Two Memorial at the Intersection of Normandy and Guam Avenues

Most importantly, the families who first moved there between 1948 and 1949 still have a presence in the neighborhood. By the time of the nomination to the National Register of Historic Places in 2002, 9% of residents were still the original veterans or their widows, and over twenty of their children returned to raise their own families.

For the complete history of Normain Heights, please see the National Register of Historic Places nomination form provided by the Indiana Department of Historic Preservation and Archaeology.

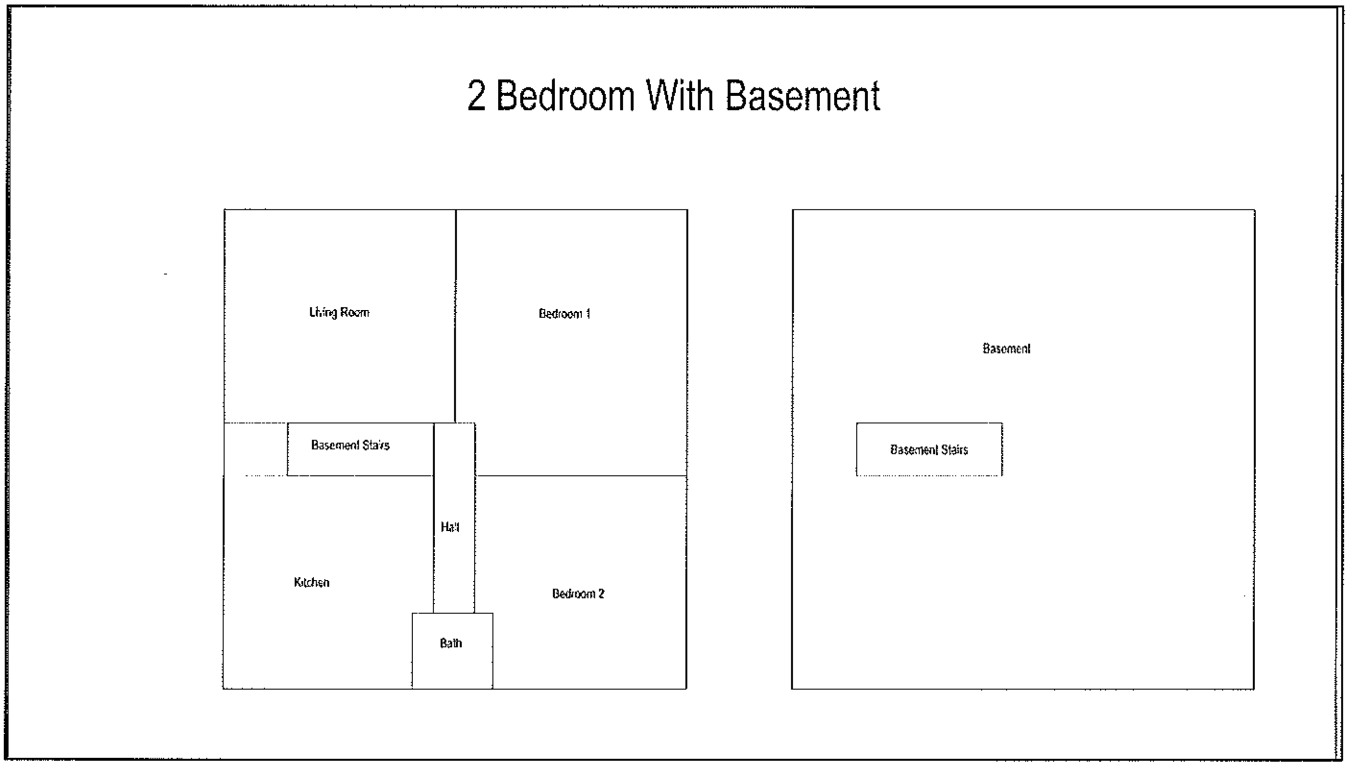
SUBDIVISION STYLE AND DESIGN

Traditional Post War Tract House Forms

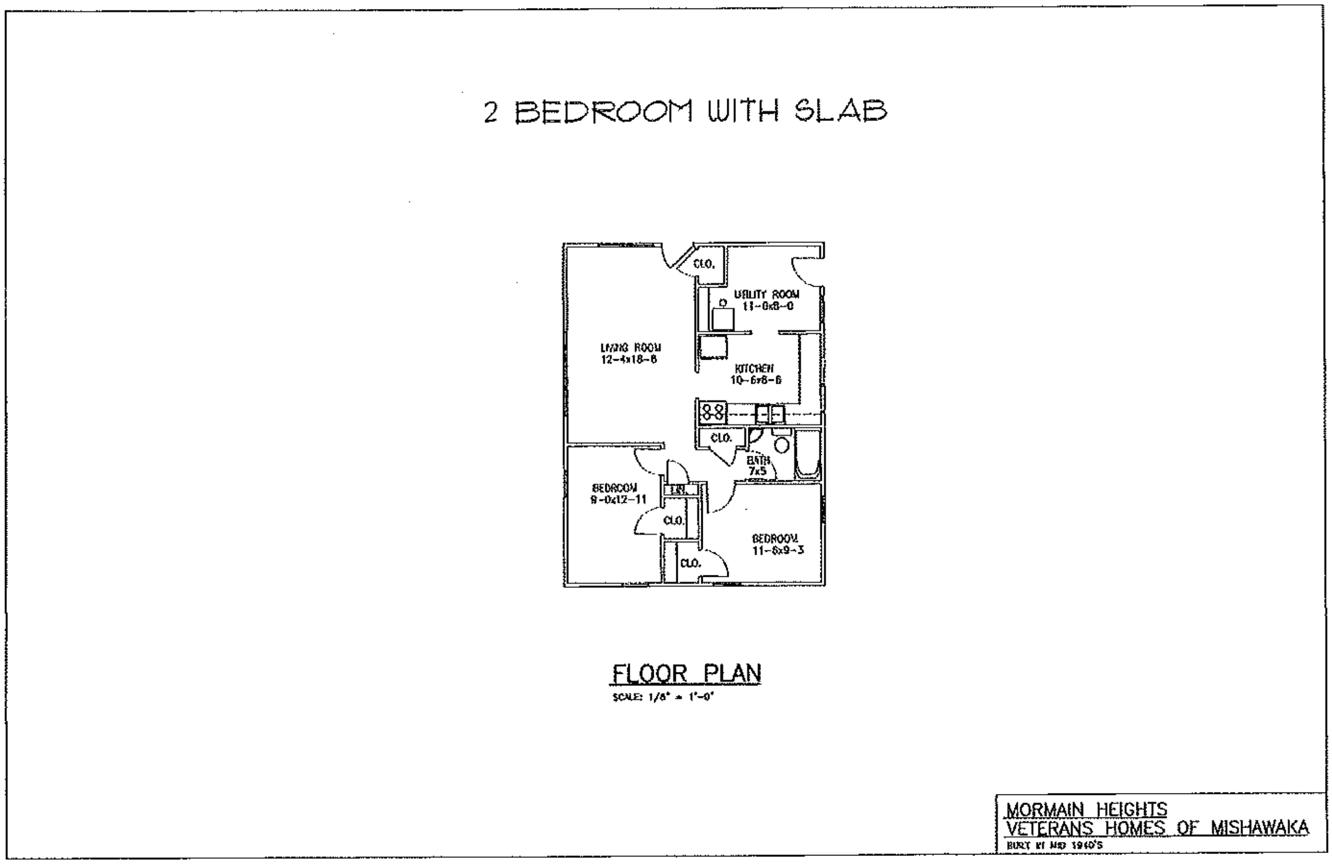
The area included in the Normain Heights Conservation District displays housing forms and styles that were primarily constructed in the mid to late 1940's. These forms reflect the Tract Home style of development. Tract housing is a type of residential development in which many identical or nearly identical homes are built adjacent to one another. These "Cape Cod" style dwellings had a simple rectangular plan with a single gabled roof and a centered front door under a low eave. The high demand for housing for returning veterans prompted housing communities such as Normain Heights to spring up all across the country.

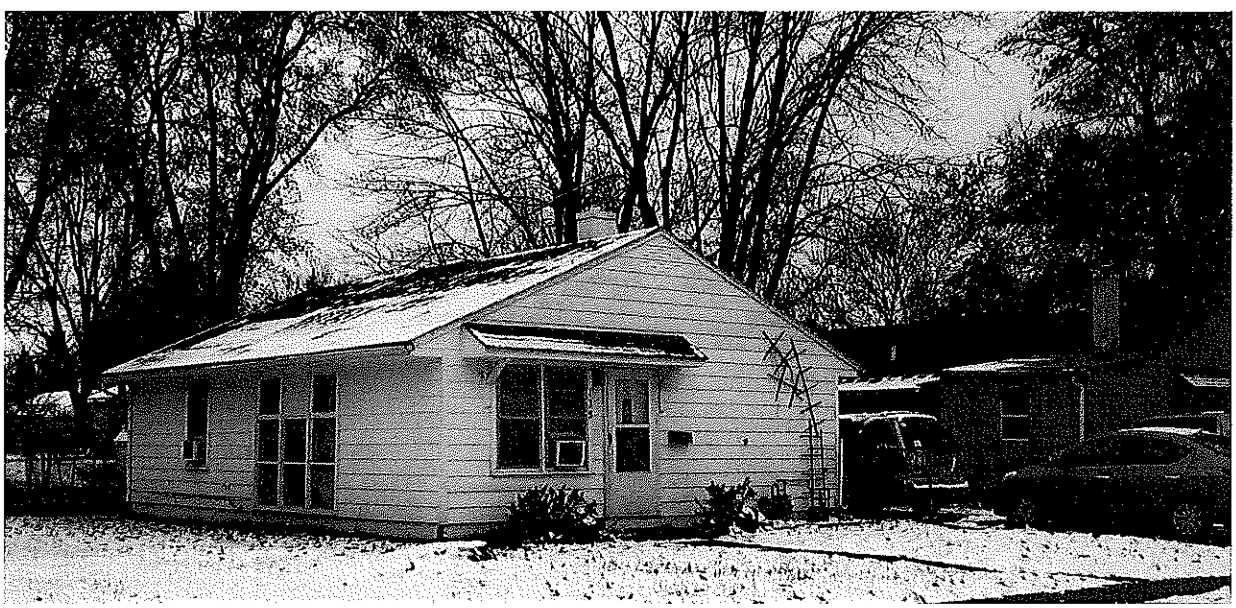
The contributing homes as built during the Veterans Affairs program dates and located in the Normain Heights neighborhood are single family dwellings comprised of seven style variations with a basement or slab foundation design, which have not been significantly altered since being built, which underscores that these high-quality homes remain durable examples of their kind. There are a number of unique style characteristics of these homes. Many of the single family ranch homes were one story, had a low horizontal form, and had a concrete slab foundation or basement, had a low pitched hip roof constructed with asphalt shingle, wood double-hung or casement windows. Many had large single pane picture windows or window walls. The one and a half story houses were simple with modest details. They had a low or intermediate roof pitch, gable roof design, relatively small windows with a wood frame, and these typically did not have attached garages or carports.

House Inventory

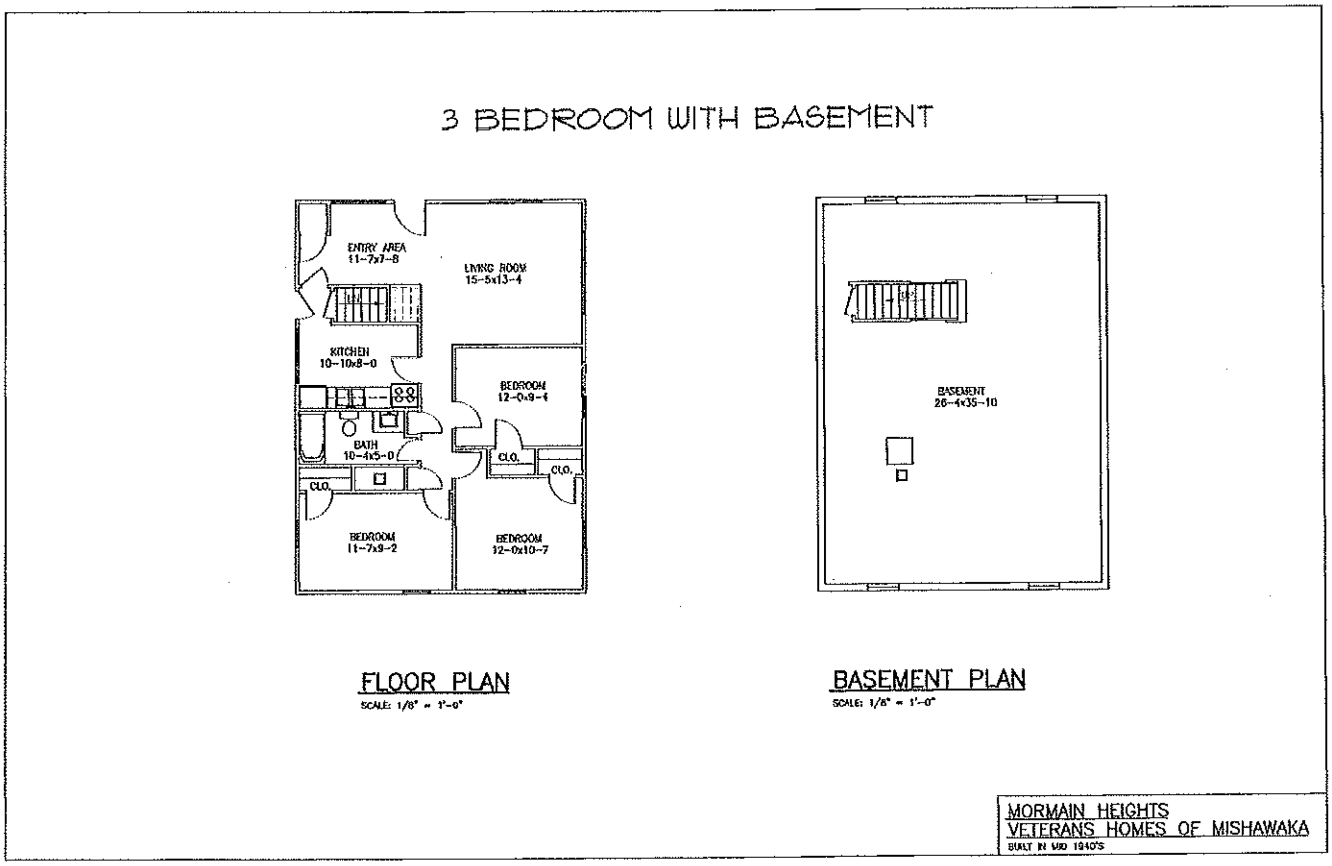


Two-Bedroom with basement: Bastogne
(Photo Credit: Ruth Pavich)



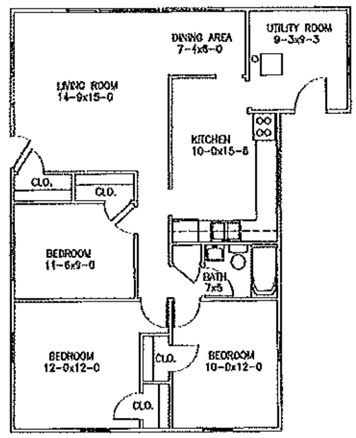


Two-Bedroom slab: Palau
Photo Credit: Mary Beth Torma



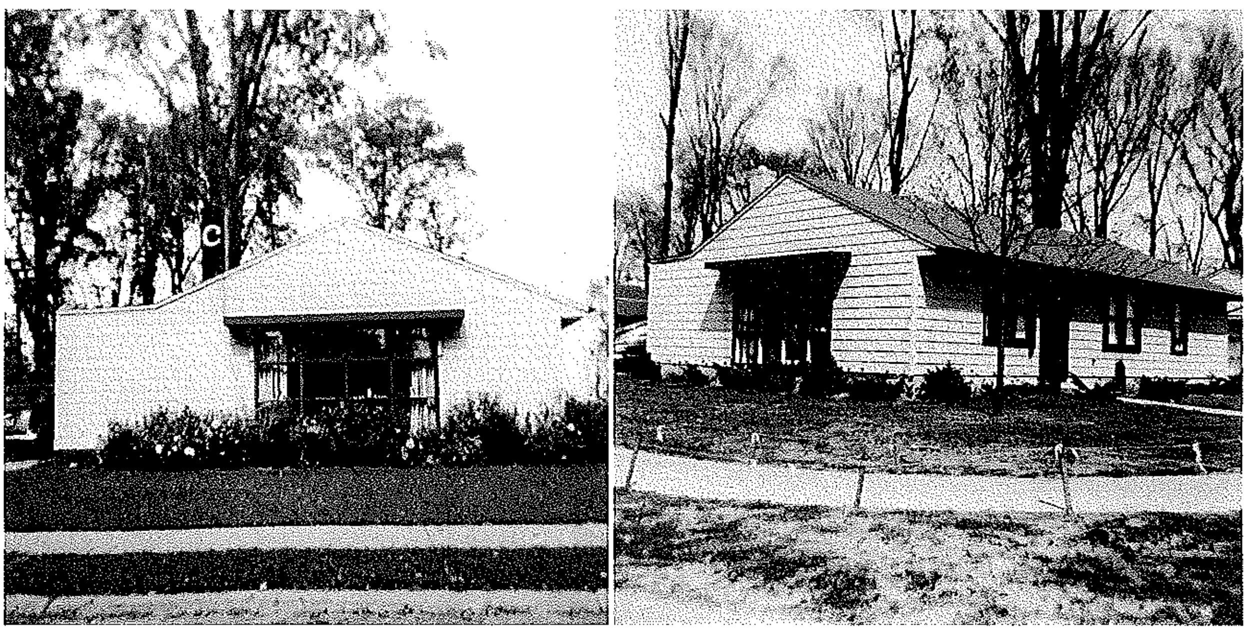
Three-Bedroom with basement: St. Lo
Photo Credit: Mary Beth Torma

3 BEDROOM WITH SLAB

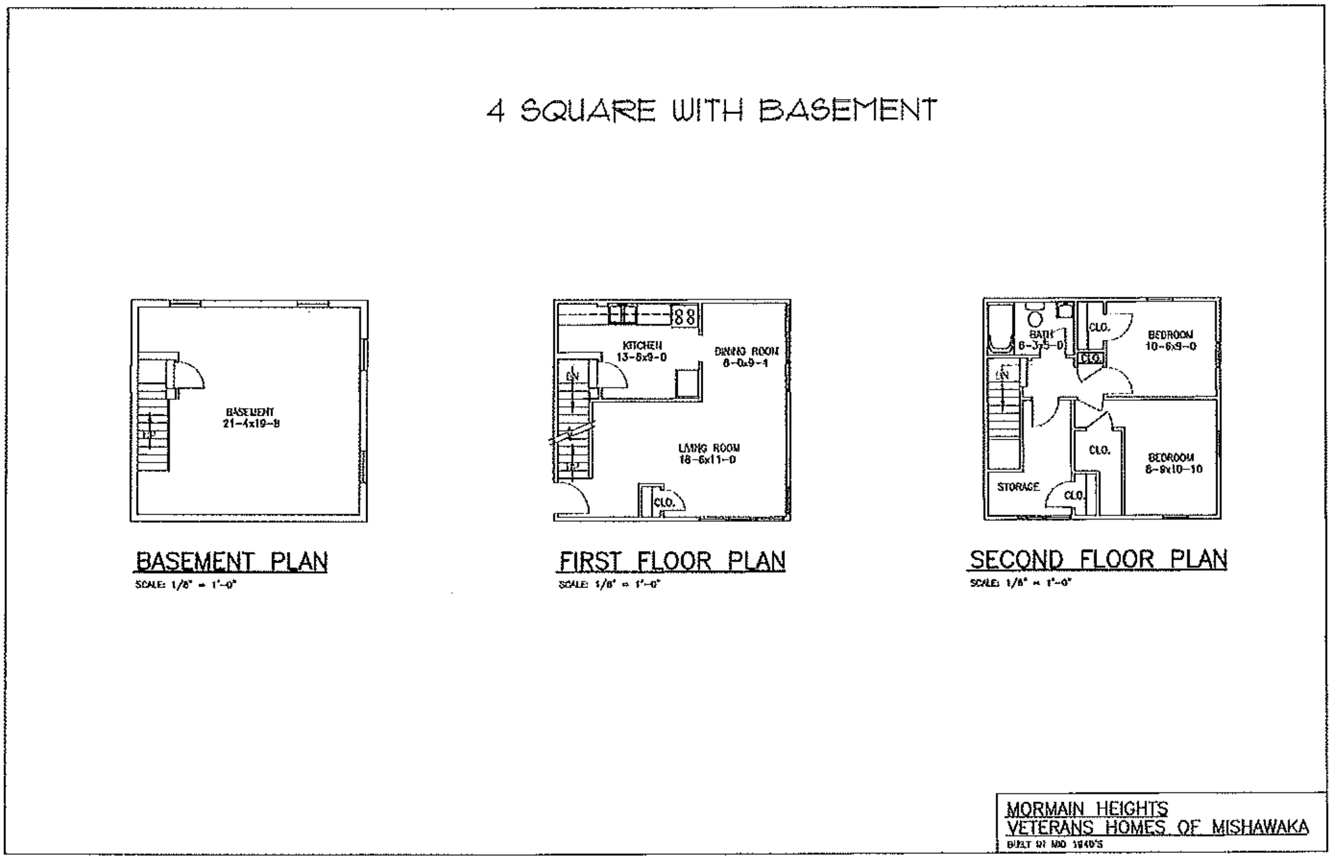


FLOOR PLAN
SCALE: 1/8" = 1'-0"

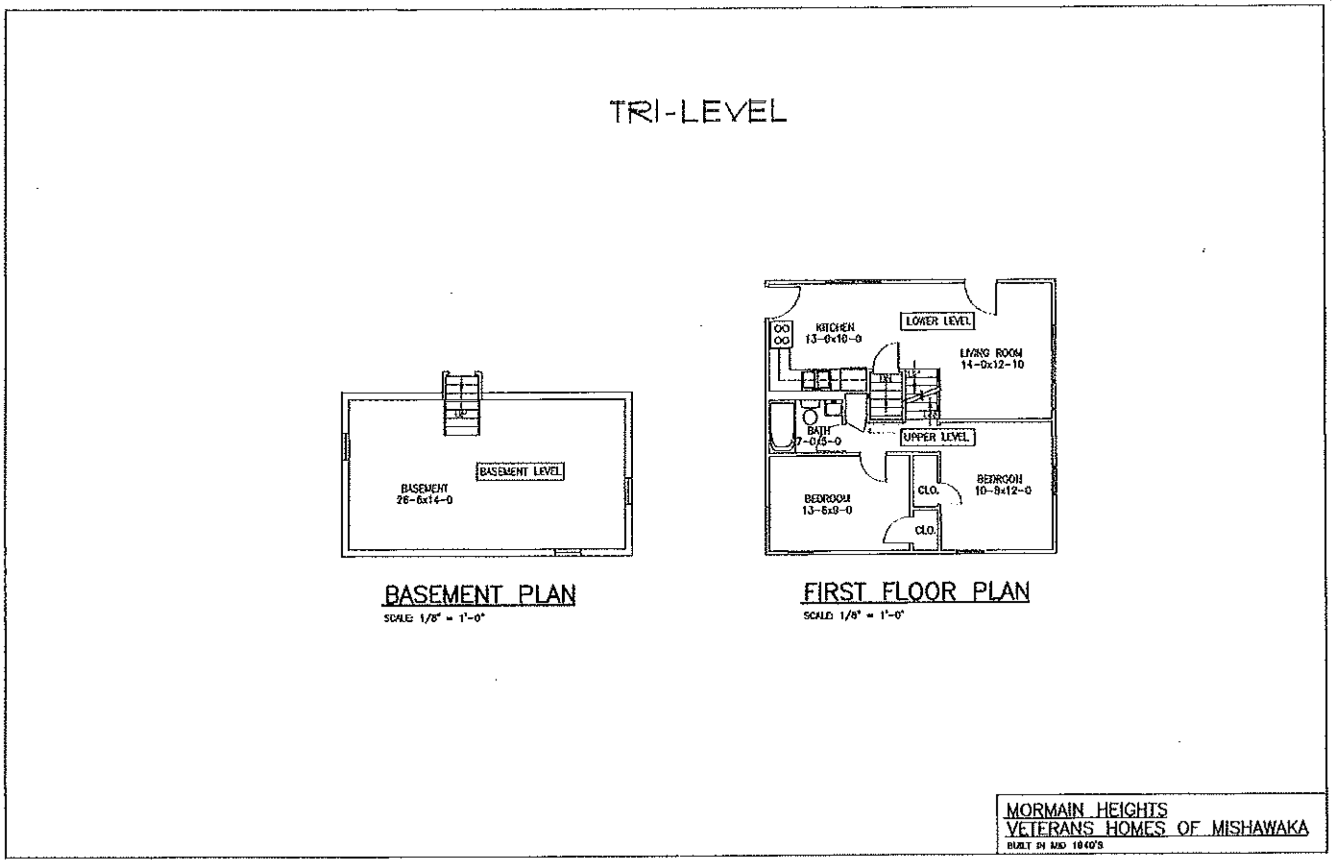
MORMAIN HEIGHTS
VETERANS HOMES OF MISHAWAKA
BUILT IN MID 1940'S



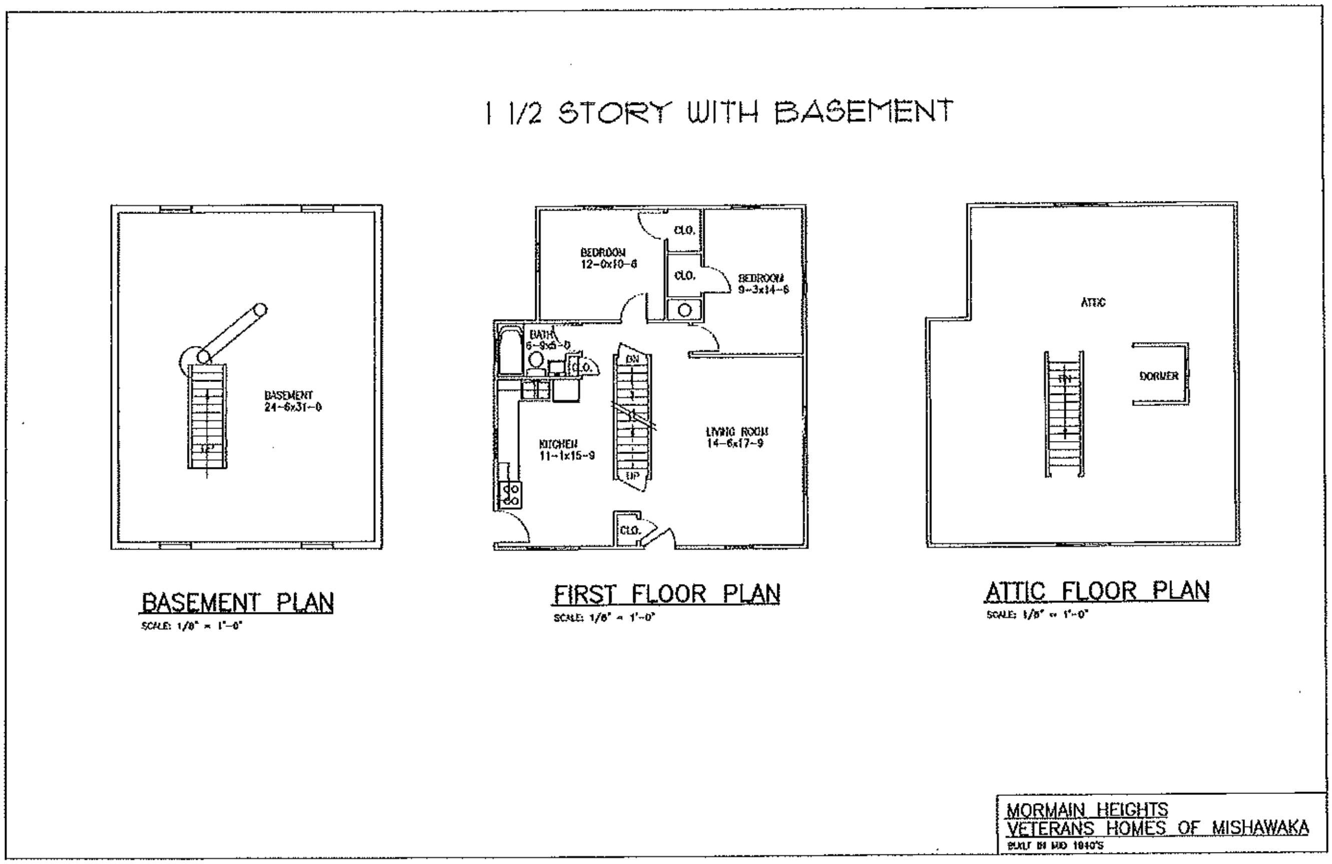
Three-Bedroom slab: Normandy
Photo Credit: Mary Beth Torma

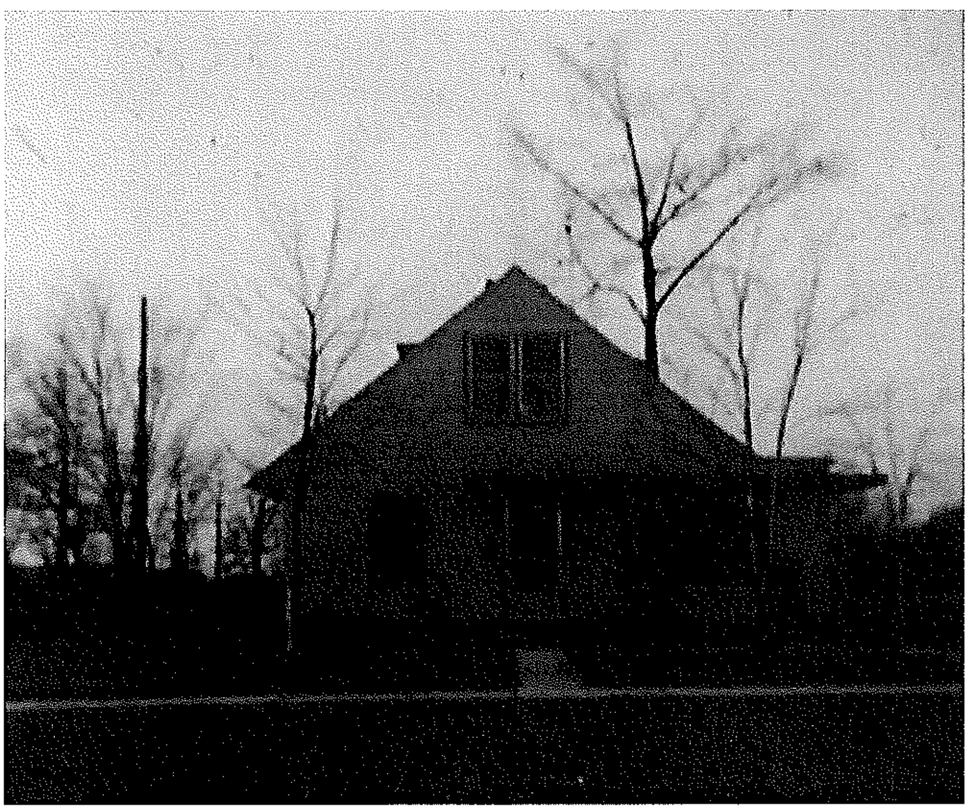


Four Square: Guam
Photo Credit: Mary Beth Torma



Tri-Level: Ardennes
Photo Credit: Mary Beth Torma





Story and a Half: Leyte
Photo Credit: Rachel Fredenburg

TERMINOLOGY AND DEFINITIONS

Historic District: A full Historic District regulates all exterior changes to a property, site or setting.

Conservation District: A Conservation District is a less regulated version of a historic district. In a Conservation District only new construction of a principal new building, demolition and moving buildings are reviewed by the Mishawaka Historic Preservation Commission.

NHCD: Normain Heights Conservation District

MHPC: Mishawaka Historic Preservation Commission

ARCHITECTURAL INTENT

PRIMARY BUILDINGS

Definition: A primary building is the single family dwelling occupying a single lot.

GUIDELINES

The following guidelines relate to the construction of any new primary building. Designs based on the floor plans and complementing articulation within this document are considered appropriate. Contributing buildings in the NHCD should be studied for their characteristic design elements, either directly or in the Norman Heights Neighborhood Inventory. Significant features define compatibility, such as rooflines, entryways, how a house is set on its foundation, chimneys, gables, overhanging eaves, and porches. When analyzing the design of contributing buildings, consider original materials and designs, rather than later modifications to the buildings.

MASS

Definition: The three dimensional outline of a building.

Depending on floor plan and building height, buildings in the NHCD may reflect one of the seven types of mid-century house form found within the neighborhood.

Recommended

The total mass and site coverage of a new building should be consistent with adjacent contributing buildings. The massing of the various parts of a new building should be characteristic of adjacent contributing buildings.

Consider the mass of all building parts (i.e., house, garage, integrated porch, and breezeway).

FOUNDATION/ FIRST FLOOR ELEVATION

Definition: The supporting base upon which a building sits and the finished elevation of the first floor living space.

Recommended

New construction first floor elevation and foundation height should be consistent with contiguous contributing buildings. New construction first floor elevation and foundation height should fit into the natural (not man-made) gradient of the land.

BUILDING MATERIALS

Definition: The visual, structural, and performance characteristics of the materials visible on a building exterior.

Recommended

Building materials, whether natural or man-made, should be visually compatible with surrounding contributing buildings. When hardboard, vinyl, or concrete board siding is used to simulate wood clap board siding, it should reflect the general directional and dimensional characteristics found historically in the neighborhood.

OPENINGS/FENESTRATION

Definition: The design, arrangement, and proportioning of windows, doors, and openings.

Recommended

Paying attention to the proportion of openings in a wall visible from the street can help blend new construction into the streetscape.

OTHER ARCHITECTURAL DETAILS

Definition: These items extend the mid-century house mass into the landscape.

PATIOS AND PORCHES

Definition: Flat constructed areas, adjacent to the house, which extend the living space into the exterior environment.

Recommended

Building materials include laid brick, concrete, stone, and wood.

ACCESSORY STRUCTURES

Definition: Any structure secondary to the principal building on the lot.

Recommended

If the new structure is a garage, every effort should be made to ensure a detached layout to an existing house. This is the most compatible solution. New structures accessory to primary buildings should be visually compatible in shape and materials with existing NHCD patterns.

PARKING & STORAGE ACCESS

Definition: Locations of driveways and access to storage of all vehicles, including but not limited to cars, RVs, boats, ATVs, etc.

Recommended

Driveways should be built with direct access to parking or storage structures and pass along the side or rear of the primary building. Oversized parking pads in view of the street are discouraged.

CONTEXT FOR NEW CONSTRUCTION AND REPAIR

CONTEXT FOR NEW CONSTRUCTION

SUBJECT TO REVIEW AND APPROVAL

Standards and guidelines serve as aids in designing new construction which reacts sensitively to the existing context. The most important first step in designing new construction in any conservation district, therefore, is to determine just what the context is. Contributing properties are important to the density and continuity of the NHCD. Every site possesses a unique influence, which comprises the contributing buildings immediately adjacent, the nearby area (often the surrounding block), a unique sub-area within the district, and the district as a whole. Generally, new construction will occur on sites which fall into the following categories. For each one described below, there is an indication of the influence to which new construction must be primarily related.

SITE CATEGORIES

Primary Site. A site upon which there is already an existing historic primary structure. New construction usually involves the construction of an accessory building such as a garage.

Context: New construction must use the existing historic building as the most important, perhaps only, context. It should not overwhelm in scale or proportion and should not exceed the height of the primary building.

Isolated Lot. This is usually a single vacant lot which exists in a highly developed area with very few if any other vacant lots in view.

Context. The existing contributing buildings immediately adjacent and in the same block and the facing block provide a very strong influence to which any new construction must primarily relate.

SETBACK

Definition: The distance a building is set back from a street or property line.

Recommended

A new building's setback should conform to the setback pattern established by the existing block context. On corner sites, the setbacks from both streets must conform to the context. Structures that are much closer or further from the street than the vast majority of houses in a given block should not be used to determine appropriate setback.

ORIENTATION

Definition: The direction a building faces.

Recommended

New buildings should be oriented toward the street in a way that is characteristic of surrounding contributing buildings.

BUILDING ENTRY

Definition: The actual and visually perceived approach and entrance to a building.

Recommended

New buildings should reflect a similar sense of entry to that which is expressed by surrounding contributing buildings.

SPACING

Definition: The distance between contiguous buildings along a block face.

Recommended

New construction that reflects and reinforces the spacing found in its block. New construction should maintain the perceived regularity or lack of regularity of spacing on the block.

BUILDING HEIGHT

Definition: The actual height of buildings and their various components as measured from the ground's existing grade at the foundation, relative to the grade of the street that the building faces.

In NHCD, the topography of the subdivision is flat; therefore, new construction must blend and flow with the existing topography. The NHCD encourages uniform maximum building height found within the existing inventory of historic homes and subject to the City of Mishawaka, Land Development Code.

Recommended

Generally, the height of a new building should fall within a range set by the highest and lowest contiguous contributing buildings if the block has uniform heights. Uncharacteristically high or low buildings should not be considered when determining the appropriate range.

BUILDING OUTLINE

Definition: The silhouette of a building as seen from the street.

Recommended

The basic outline of a new building, including general roof shape, should reflect building outlines typical of NHCD. The outline of new construction should reflect the directional orientations characteristic of the existing contributing buildings in its context.

MISHAWAKA LAND DEVELOPMENT CODE

https://www.municode.com/library/in/mishawaka/codes/code_of_ordinances?nodeId=PTIILADECO

MISHAWAKA – HISTORIC PRESERVATION COMMISSION

Created in 1990, the Mishawaka Historic Preservation Commission is a group of citizens appointed by the mayor with the goal of educating city residents about the methods and merits of preservation, and safeguards the City's historic and cultural heritage by working to preserve sites of significance.

The main goals of the Mishawaka Historic Preservation Commission are to:

1. Work with Neighborhoods to create Historic Districts and Preservation Guidelines.
2. Help homeowners protect and preserve their properties.
3. Provide FREE professional advice to city residents.
4. Create public enthusiasm for the protection of the unique character of the community's past, present and for the future.

STANDARDS FOR MOVING BUILDINGS AND DEMOLITION

Subject to Review and Approval

Demolition: The complete or substantial removal of any structure within the Normain Heights Conservation District.

A **Certificate of Appropriateness** must be issued by the MHPC before a demolition permit is issued by other agencies of the city and before work is begun on the demolition of any building within the NHCD. This section explains the type of work considered to be demolition, as well as the criteria to be used when reviewing applications for a Certificate of Appropriateness that include demolition. Review and approval is required for demolition of primary buildings within the boundaries of the NHCD or demolition of contributing accessory structures.

Guidelines: The following guidelines relate to the above actions and they are enforceable by the MHPC. These are the same guidelines as those for historic districts.

Criteria: When considering a proposal for demolition, the MHPC shall consider the following criteria for demolition as guidelines for determining appropriate actions. The MHPC shall approve a Certificate of Appropriateness for demolition in this chapter only if it finds one or more of the following:

1. The building poses an immediate and substantial threat to public safety as interpreted from the state of deterioration, disrepair, and structural stability of the structure. The condition of the building resulting from neglect shall not be considered grounds for demolition.
2. The historic or architectural significance of the structure is such that, upon further consideration by the Commission, it does not contribute to the historic character of the district.
3. The demolition is necessary to allow development which, in the Commission's opinion is of greater significance to the preservation of the district than is the retention of the building, or portion thereof, for which demolition is sought.
4. The building or property cannot be put to any reasonable economically beneficial use without approval of demolition.
5. In the case that the building is accidentally damaged by storm, fire, or flood, it may be rebuilt to its former configuration and materials without regard to these guidelines if work is commenced within 6 months.

With the exception of Criterion #5, all replacement of demolished properties should follow new construction guidelines. The MHPC may ask interested individuals or organizations for assistance in seeking an alternative to demolition.

Subject to Review and Approval

The moving of any building in the NHCD should only be done as a last resort to save the building. It may also be considered when to maintain the NHCD historical context. The following guidelines are meant to assist in determining the appropriateness of moving any building within, into, or out of the NHCD.

Guidelines: The following guidelines are enforceable by the MHPC and are less comprehensive and less restrictive that for an historic district.

Criteria: Recommendations (for movement)

1. The building to be moved should be compatible with the contributing architecture surrounding its new site relative to style, scale and era.
2. Small noncontributing storage buildings (under 80 square feet) in backyards may be moved without review.
3. Contributing accessory structures (over 80 square feet) require review according to guidelines for compatible new construction.

PROCESS FOR CONSTRUCTION APPROVAL

The final decision is made at a public hearing before the Mishawaka Historic Preservation Commission.

Procedures for the Revisions of the NHCD Design Guidelines:

In accordance with I.C. 36-7-11-19 **Phases; certificate of appropriateness; objections**

(a) In an ordinance approving the establishment of a historic district, a unit may provide that the establishment occur in two (2) phases. Under the first phase, which lasts three (3) years from the date the ordinance is adopted, a certificate of appropriateness is required only for the activities described in section 10(1)(A), 10(1)(B), and 10(1)(D) of this chapter. At the end of the first phase, the district becomes fully established, and, subject to subsection (b), a certificate of appropriateness must be issued by the commission before a permit may be issued for or work may begin on an activity described in section 10 of this chapter.

(b) The first phase described in subsection (a) continues and the second phase does not become effective if a majority of the property owners in the district object to the commission, in writing, to the requirement that certificates of appropriateness be issued for the activities described in section 10(1)(C), 10(2)(A), and 10(2)(B) of this chapter. The objections must be received by the commission not earlier than one hundred eighty (180) days or later than sixty (60) days before the third anniversary of the adoption of the ordinance.

Each lot will get one vote. If objections are not received and the Conservation District elevates to a full Historic Distirct, the guidelines will be reviewed at that time.

After the three year vote, guidelines will be reviewed every 5 years. In this event:

1. Changes to the guidelines, if desired, may be initiated only by the Normain Heights Neighborhood Association.
2. The Normain Heights Neighborhood Association informs the MHPC of the proposed changes to the guidelines.
3. Actual revisions to the guidelines are finalized by the Mishawaka Historic Preservation Commission (MHPC).
4. All property owners in the NHCD are notified of the proposed changes in the guidelines. They are given copies of the proposed changes and notice of the time and place of the public hearing on the proposals.
5. The Normain Heights Neighborhood Association provides a system whereby all property owners have the opportunity to cast a vote on the proposals. Each lot will get one vote.
6. If a majority of the property owners who cast a vote to approve the changes, the new guidelines are sent to the MHPC for ratification.

It may become necessary to revise sections of the guidelines because of state enabling legislation. In this event:

1. The Normain Heights Neighborhood Association will draft the appropriate change.
2. The change will be advertised through the NHCD's traditional information methods: emails and newsletters.
3. After advertisement, the change will go to the MHPC meeting for a public hearing and approval.

Acknowledgements

Special Thank You to the Norman Heights Task Force

and others who have supported our neighborhood;

Jerry Enders

Rachel Fredenburg

Joe and Ruth Pavich

Jim Penn

Mary Beth Casper Torma

Dick and Betty Barnette

Roy and Dorothy Kronewitter

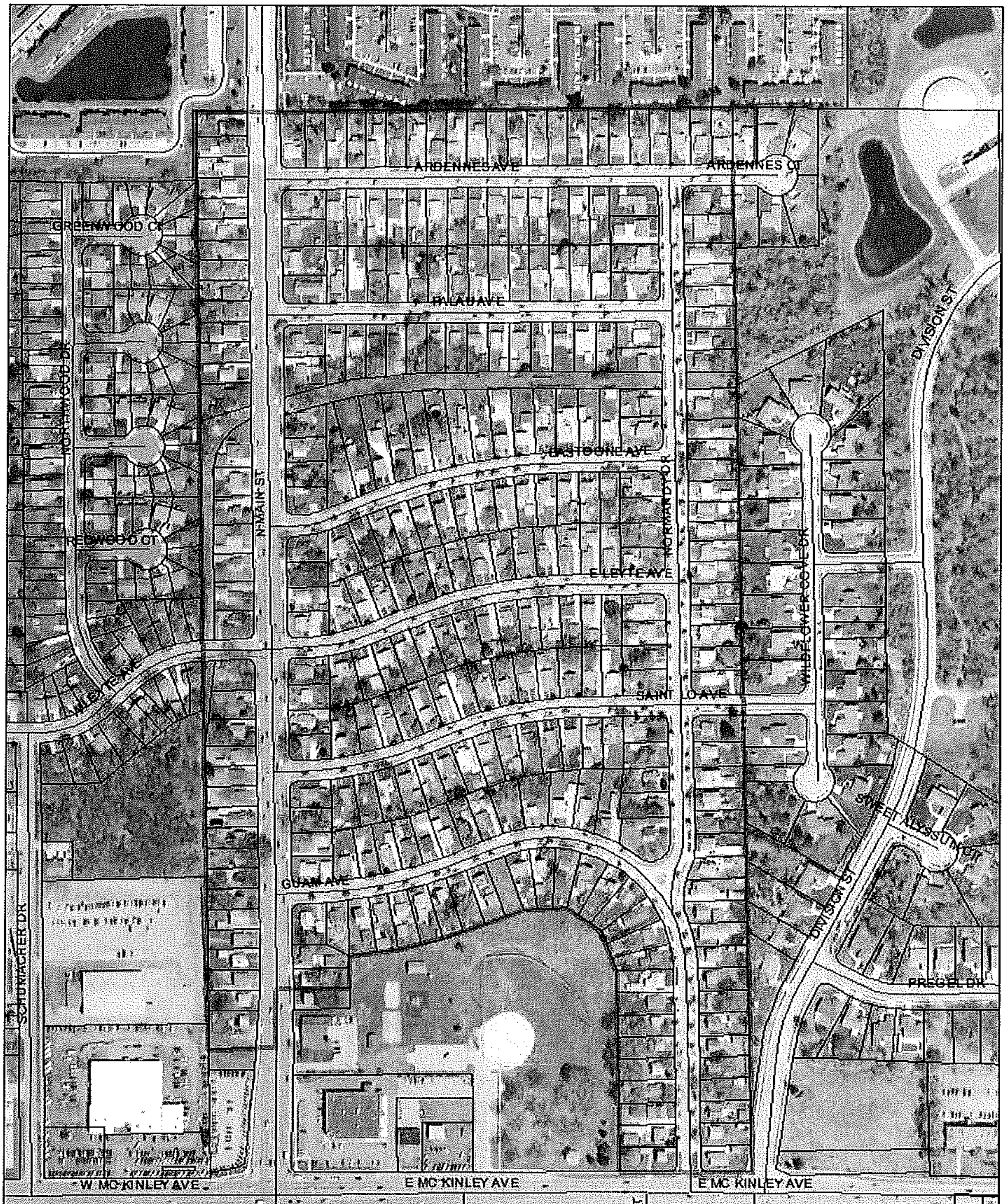
Matt and Joanne Loughlin

Bill and Marge Penn

Frederick and Teri Speiser

Mishawaka Historic Preservation Commission

Indiana Landmarks



Normain Heights Conservation District

Normain Heights Boundary

234 HOMES REMAINING IN
"NORMAIN HEIGHTS"

33

VETERANS HOMES OF MISHAWAKA, INC.

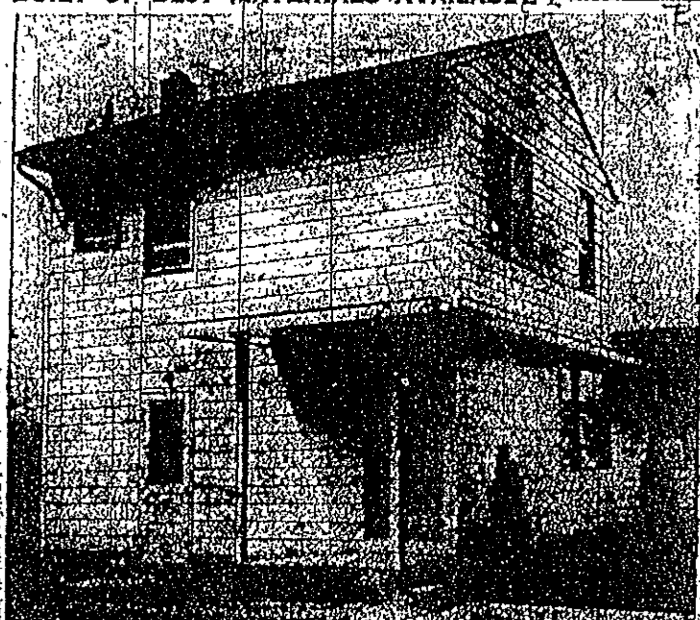
(A Non-Profit Corporation)

Sponsored by V. F. W. Post 360—American Legion Post 161—Local 65 U. R. W. A.

FOR SALE in seven different types and floor plans

AS LOW AS $680.00 DOWN! Balance $50.00 to $63.00 Per Month Including Taxes and Insurance

BUILT OF BEST MATERIALS AVAILABLE — LOW UPKEEP



VETERANS

THIS

6-ROOM HOME

WITH FULL BASEMENT

$680.00 Down

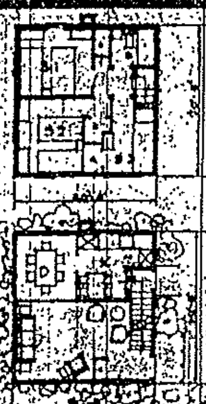
Bal. $56.00 Per Month

OPEN TODAY

AND ALL WEEK

FOR INSPECTION

9:00 A. M. TO 7:00 P. M.



THIS HOME WIL BE FURNISHED COMPLETELY DURING THE WEEK OF INSPECTION BY THE FOLLOWING CONCERNS: Furniture and Appliances by CHRISTIANSON'S FURNITURE, Draperies and Bed Spreads by GILBERT'S, Table Settings by BARNARD'S HOUSEWARE DEPT., Floral Arrangements by ARMSTRONG, THE FLORIST, Landscaping by THE ARROWHEAD LANDSCAPING CO., Homes designed by Karl Schwarz, A. I. A.

The home built complete with kitchen cabinets, asphalt tile floors, large closets, bathrooms with both tub and shower, all copper plumbing, automatic water heaters, insulation throughout the house, coal furnaces in the basement homes—utility rooms with oil furnace in homes without basement, combination screen and storm doors.

LANDSCAPING for every home includes grading, top soil, seeding, foundation planting and two trees on each lot. NO ASSESSMENTS for IMPROVEMENTS — These include paved streets, sidewalks, sanitary sewers, storm sewers, gas, city water and electricity, all of which are included in sale price of home.

The entire project including a seven-acre park and adequate business district is located within the corporate limits of Mishawaka and your children will attend the City Schools. Parochial Schools nearby.

COME OUT TODAY

DRIVE OUT NO. MAIN TO McKINLEY (RT. 20) MISHAWAKA

FULL INFORMATION AT

233 N. MAIN ST. MISHAWAKA PH. 5-8298

[illegible] VETERANS ARE ALSO ELIGIBLE PURCHASERS) tuberculosis than previously because of the intensive program that has been carried on here.

However, the work is far from finished and cannot be without the

and shows how an allergy is tracked down. Read "Have You An Allergy?" in the American Weekly, the great magazine distributed with SUNDAY'S CHICAGO HERALD-AMERICAN. —Adv.N.17

1610 S. Michigan St., South Bend.
100 E. Fourth St., Mishawaka
2704 L. W. W., Mishawaka.

Serving of hot lunches in the school began Monday with Mrs. Fred Carpenter and Mrs. S. Cooperrider in charge.

... and Mrs. Charles Barnes, Osceola, and Mr. and Mrs. Hugh Stanton, Mishawaka, spent the week end at Lake of the Woods, near Manistee, Mich.

E. M. LONG — OSCEOLA, IND.
South of Osceola Furniture Mart.

1st Reading 4-17-17
2nd Reading
Passed
Failed
Continued To

RECEIVED
DEBORAH S. BLOCK, MMC
APR 12 2017
CITY CLERK
MISHAWAKA, IN

PROPOSED ORDINANCE NO. 2017-17

ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $11,250,000 OF CITY OF MISHAWAKA, INDIANA, TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2017 (THE MILL AT IRONWORKS PROJECT); DESIGNATING THE BONDS AS LIMITED OBLIGATIONS OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED TO THE ISSUANCE AND SALE OF THE BONDS; AND AUTHORIZING PROPER OFFICERS TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION THEREWITH AND APPROVING AND AUTHORIZING OTHER ACTIONS IN RESPECT THERETO.

WHEREAS, the City of Mishawaka, Indiana (the "City") is a political subdivision of the State of Indiana, and by virtue of Indiana Code 36-7-11.9 and 36-7-12, as amended (the "Act"), is authorized and empowered to adopt this Ordinance and to carry out its provisions.

WHEREAS, the Mishawaka Economic Development Commission (the "Commission") has rendered its Report concerning the proposed financing of economic development projects and economic development facilities for Downtown Mishawaka FC, LLC (the "Borrower"), for the acquisition, construction, redevelopment, equipping and improving of the Project (described below), within the Project Area, as such term is defined in the Financing Documents (as defined below), and more particularly, the Project consists of the acquisition, redevelopment, construction, equipping and improving of a four to five story mixed-use market luxury rate apartment building with approximately 230 apartment units, first floor retail space, a four story parking structure, and road and sidewalk improvements and related improvements to be located in the Project Area, at an approximate total cost of $42 million (collectively, the "Project") and within the Consolidated Allocation Area of the Consolidated Area Improvement Project.

WHEREAS, the Commission, after a public hearing held on April 24, 2017 has adopted a Resolution which has been transmitted to this Council (defined below), (i) finding that the acquisition, redevelopment, construction, equipping and improving of the Project will not have an adverse competitive effect on any similar facilities already constructed or operating in or about the City, (ii) further finding that the proposed financing of a portion of the cost of the Project will be of benefit to the health and general welfare of the City and its citizens, (iii) further finding that the proposed financing of a portion of the cost of the Project complies with the purposes and provisions of the Act, (iv) approving the financing of a portion of the cost of the Project, including the form and terms of the Financing Documents and the Bonds from the City to the bondholders, more fully described below, and this Ordinance, presented to the Commission, and (v) recommending that this Council find that the proposed financing of a portion of the cost of the Project will be of benefit to the health and general welfare of the City and its citizens, and complies with the purposes and provisions of the Act, and that this Council adopt an ordinance approving such financings.

WHEREAS, this Council believes it is in the best interests of the City and its citizens to provide a program for financing economic development projects and economic development facilities for developers or users thereof through the issuance of taxable bonds and through economic development loans.

WHEREAS, the City, as requested by the Borrower, has determined to issue, sell and deliver taxable economic development revenue bonds in one or more series to be designated the "City of Mishawaka, Indiana, Taxable Economic Development Revenue Bonds, Series 2017 (The Mill at Ironworks Project)" (or if any series issued in a year other than 2017, to be labeled such later year or years when the series is issued) in an aggregate principal amount not to exceed $11,250,000 to make funds available for the Project (the "Bonds").

WHEREAS, there have been submitted to this Common Council (the "Council") proposed forms of the following documents (the "Financing Documents"):

(i) the Series 2017 Loan Agreement, by and between the Borrower and the City (the "Series 2017 Loan Agreement"); and

(ii) the Series 2017 Trust Indenture, by and between the City and a trustee to be selected (the "Series 2017 Trust Indenture").

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

SECTION 1. The recitals contained in this Ordinance are true and correct and are incorporated in this Ordinance by this reference.

SECTION 2. This Council finds that the facilities that constitute the Project to be financed as described in said Financing Documents are "economic development projects" and "economic development facilities" within the meaning of the Act and that such projects and facilities will not have an adverse competitive effect on any similar facilities already constructed or operating in or about the City. This Council further finds that the proposed financing of the Project will be of benefit to the health and general welfare of the City and its citizens. This Council further finds that the proposed financing of the Project complies with the purposes and provisions of the Act.

SECTION 3. The Council hereby authorizes, as part of a program for financing the aforementioned economic development facilities, the issuance of an aggregate principal amount not to exceed $11,250,000 of the Bonds by the City, in one or more series, for the purpose of procuring funds to loan to the Borrower in order to finance a portion of the cost of the Project, and expenses related thereto, which Bonds will be payable as to principal, premium, if any, and interest from TIF Revenues, as defined in the Series 2017 Trust Indenture (the "Indenture"), or as otherwise provided in the Indenture and in the Series 2017 Loan Agreement. The Bonds shall be dated the date of their delivery as set forth in the Indenture, and shall be fully registered without coupons. The Bonds shall be payable in the medium and at the place or places, shall bear interest at a rate not exceeding four percent (4.0%) per annum, shall have maturities no later than February 1, 2028, shall be issued in denominations and shall have redemption terms as set forth in the Indenture approved by the Mayor (the "Executive") and the City Clerk (the "Clerk").

The Bonds shall be executed on behalf of the City by, and bear the manual or facsimile signature of, the Executive and Clerk, and the seal of the City shall be thereunto affixed (or imprinted or engraved if in facsimile).

The Bonds shall be in the form set forth in the final form of each of the Indenture.

SECTION 4. THE BONDS AND THE INTEREST THEREON DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF, OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF, THE CITY, BUT ARE SPECIAL LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM REVENUES (INCLUDING TAX INCREMENT REVENUES) AND OTHER AMOUNTS DERIVED FROM THE SERIES 2017 LOAN AGREEMENT AND AS OTHERWISE SET FORTH IN THE SERIES 2017 TRUST INDENTURE.

SECTION 5. The Indenture may provide that the trustee to be named therein, or another corporate entity, shall act as the bond registrar and authenticating agent, and may provide for a co-trustee.

SECTION 6. After execution on behalf of the Executive and the Clerk, the Bonds shall be delivered to the Trustee, which is hereby authorized and requested to authenticate and deliver the Bonds to or upon the order of the Purchaser, or to any depository, in accordance with and upon compliance with the provisions of the Indenture. The Council hereby authorizes the sale of the Bonds by a public sale pursuant to Section 9 hereof or pursuant to the Series 2017 Bond Purchase Agreement (defined below) under a negotiated sale as set forth in Section 9 hereof.

SECTION 7. The Executive and the Clerk are hereby authorized in the name and on behalf of the City to take any and all action which the Executive and the Clerk may deem necessary or advisable with the advice of counsel for the City in order to effect the registration or qualification (or exemption therefrom) of the Bonds for issue, offer, sale or trade under the Blue Sky or securities laws of any of the states of the United States of America and in connection therewith, to execute, acknowledge, verify, deliver, file or cause to be published any applications, reports, consents to service of process and other papers and instruments which may be required under such laws, and to take any and all further action which such official of the City may deem necessary or advisable in order to maintain any such registration or qualification for as long as the Executive and the Clerk deem necessary or as required by law, provided, however, the Executive and the Clerk need not consent to service of process in any jurisdiction other than the State of Indiana.

SECTION 8. Each of the Financing Documents is hereby approved in the forms submitted to this meeting, and a copy of each such document shall be kept on file by the Clerk. The Executive and the Clerk are hereby authorized and directed to execute and deliver such documents without further approval of the Council in substantially the forms herein approved with such additions, deletions and modifications thereto as may be approved under the Act, the execution thereof being conclusive evidence of such approval and of the approval of the Council; and the Clerk, or any authorized representative of the City, is hereby authorized and directed to affix the seal of the City to such documents and to attest the same. Two copies of each of the Financing Documents, hereby incorporated into this Ordinance, were duly filed in the Office of the Clerk and are available for public inspection in accordance with Section 36-1-5-4 of the Indiana Code.

SECTION 9. (a) The City may sell the Bonds in a public sale. In such case, the Controller of the City (the "Fiscal Officer") shall cause to be published either (i) a notice of sale once each week for two consecutive weeks per IC § 5-3-1-2, in which case the date fixed for the sale shall not be earlier than fifteen (15) days after the first such publications and not earlier than three (3) days after the second of such publications, or (ii) a notice of intent to sell bonds once each week for two (2) weeks in accordance with IC § 5-1-11-2 and IC § 5-3-1-4 and in a newspaper of general circulation published in the State capital, in which case bids may not be received more than ninety (90) days after the first of such publications. Said sale notice shall state the time and place of sale, the purpose for which the Bonds are being issued, the total amount thereof, the amount and date of each maturity, the maximum rate or rates of interest thereon, their denominations, the time and place of payment, that specifications and information concerning the Bonds are on file in the office of the Fiscal Officer and are available on request, the terms and conditions upon which bids will be received and the sale made and such other information as is required by law or as the Fiscal Officer shall deem necessary.

(b) All bids for the Bonds shall be presented to the Fiscal Officer in accord with the terms set forth in the sale notice. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, which shall be the same for all Bonds maturing on the same date and the interest rate bid on any maturity of Bonds must be no less than the interest rate bid on any and all prior maturities, not exceeding four percent (4.0%) per annum, and such interest rate or rates shall be in multiples of one-eighth or one-hundredth of one per cent. The Fiscal Officer shall award the Bonds to the bidder who offers the lowest net interest cost, to be determined by computing the total interest on all the Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than ninety-nine percent (99%) of the par value of the Bonds for any such bonds to be sold by competitive sale shall be considered. The Fiscal Officer may require that all bids shall be accompanied by certified or cashier's checks (or wire transfer) payable to the order of the Mayor, or a surety bond, in an amount not to exceed one percent (1%) of the aggregate principal amount of the Bonds as a guaranty of the performance of said bid, should it be accepted. If a financial surety bond is used, it must be from an insurance company licensed to issue such bond in the State of Indiana, and such bond must be submitted to the City prior to the opening of the bids. The financial surety bond must identify each bidder whose good faith deposit is guaranteed by such financial surety bond. If the Bonds are awarded to a bidder utilizing a financial surety bond, then the purchaser is required to submit to the City a certified or cashier's check (or wire transfer such amount as instructed by the City) not later than 3:30 p.m. (Eastern Daylight Savings Time) on the next business day following the award. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without readvertisement; provided, however, that if said sale be continued, no bid shall be accepted which offers a net interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Fiscal Officer shall have full right to reject any and all bids.

(c) As an alternative to public sale, the Fiscal Officer may negotiate the sale of the Bonds to an underwriter or financial institution. The Executive and the Fiscal Officer are each authorized to execute a bond purchase agreement (the "Series 2017 Bond Purchase Agreement") with such underwriter or financial institution, in customary form, upon such terms as are acceptable to the Mayor and the Fiscal Officer consistent with the terms of this Ordinance.

(d) Distribution of an Official Statement (Preliminary and Final) when and if prepared by the City's financial advisor, on behalf of the City, is hereby authorized and approved, and the Executive is authorized and directed to execute the Official Statement on behalf of the City in a form consistent with this Ordinance. The Executive or the Fiscal Officer is authorized to deem the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

(e) After the Bonds have been properly sold and executed, the Fiscal Officer shall receive from the purchasers payment for the Bonds and shall provide for delivery of the Bonds to the purchasers.

(f) The Bonds, as and to the extent paid for and delivered to the purchaser shall be special limited obligations of the City, payable solely from revenues (including tax increment revenues) and other amounts derived from the Series 2017 Loan Agreement and as otherwise set forth in the Series 2017 Trust Indenture. The proper officers of the City are hereby directed to sell the Bonds to the purchasers and to do whatever acts and things which may be necessary to carry out the provisions of this Ordinance.

(g) In order to assist any underwriter of the Bonds in complying with paragraph (b)(5) of the SEC Rule by undertaking to make available appropriate disclosure about the City and the Bonds to participants in the municipal securities market, the City hereby covenants, agrees and undertakes, in accordance with the SEC Rule, unless excluded from the applicability of the SEC Rule or otherwise exempted from the provisions of paragraph (b)(5) of the SEC Rule, that it will comply with and carry out all of the provisions of the continuing disclosure contract. "Continuing disclosure contract" shall mean that certain continuing disclosure contract executed by the City and dated the date of issuance of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The execution and delivery by the City of the continuing disclosure contract, and the performance by the City of its obligations thereunder by or through any employee or agent of the City, are hereby approved, and the City shall comply with and carry out the terms thereof.

(h) The Fiscal Officer is hereby authorized and directed to obtain a legal opinion as to the validity of the Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the Bonds or to cause a copy of said legal opinion to be printed on each Bond. The cost of such opinion shall be paid out of the proceeds of the Bonds.

(i) In connection with the sale of the Bonds, the Executive and the Fiscal Officer each are authorized to take such actions and to execute and deliver such agreements and instruments as they deem advisable to obtain a rating and/or to obtain bond insurance for the Bonds, and the taking of such actions and the execution and delivery of such agreements and instruments are hereby approved.

SECTION 10. The Executive and the Clerk are hereby authorized and directed to negotiate, execute and deliver, in the name and on behalf of the City, any and all additional documents and instruments necessary or proper and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance (including the recitals hereto and the documents mentioned herein) and the issuance and sale of the Bonds and the funding of the Loan. The Executive and Clerk may, by their execution of the documents requiring their signatures or imprinting of their facsimile signatures thereon, approve changes therein and also in those documents which do not require the signature of the Executive and/or Clerk without further approval of this Council if such changes do not affect terms set forth in Indiana Code Title 36, Article 7, Chapter 12, Section 27(a)(1) through (a)(10).

SECTION 11. No stipulation, obligation or agreement herein contained or contained in the Financing Documents, the Bonds or in any other agreement or document executed on behalf of the City shall be deemed to be a stipulation, obligation or agreement of any member of the Council, or any officer, agent or employee of the City in his or her individual capacity, and no such member of the Council, officer, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

SECTION 12. All acts of the officers of the City which are in conformity with the purpose and intent of this Ordinance and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the documents and agreements authorized hereby are in all respects ratified, approved and confirmed.

SECTION 13. If any provision of this Ordinance shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provision or cause any other provision to be invalid, inoperative or unenforceable to any extent whatsoever.

SECTION 14. Any ordinances, resolutions or orders or parts thereof in conflict with this Ordinance are to the extent of such conflict hereby repealed.

SECTION 15. This Ordinance shall be in full force and effect from and after its passage and compliance with Indiana law.

****

PASSED BY THE COMMON COUNCIL of the City of Mishawaka, Indiana, on this _______ day of _____________, 2017, At _____ o'clock, P.M.

____

Presiding Officer

ATTEST:

____

Deborah S. Block, City Clerk

PRESENTED by me to the Mayor for his approval and signature this _______ day of _____________________, 2017.

____

Deborah S. Block, City Clerk

APPROVED and SIGNED by me this ______ day of ________________, 2017.

____

David A. Wood, Mayor

ATTEST:

____

Deborah S. Block, City Clerk

DMS 4915204

BARNES & THORNBURG LLP

Philip J. Faccenda, Jr.
(574) 237-1148
philip.faccenda@btlaw.com

700 1st Source Bank Center
100 North Michigan
South Bend, IN 46601-1632 U.S.A.
(574) 233-1171
Fax (574) 237-1125

www.btlaw.com

RECEIVED
DEBORAH S. BLOCK, MMC

APR 12 2017

CITY CLERK
MISHAWAKA, IN

April 12, 2017

VIA EMAIL dblock@mishawakacity.com

Ms. Deborah S. Block
City Clerk
City of Mishawaka, Indiana
600 East Third Street
Mishawaka, IN 46544

Re: City of Mishawaka Taxable Economic Development Revenue Bonds, Series 2017 (The Mill at Ironworks Project)

Dear Deb:

Attached is a copy of the Bond Ordinance for the above-referenced Bonds. Please have the Ordinance placed on the agenda of the Mishawaka Common Council for first reading on Monday, April 17, and second reading and approval on May 1. Also attached are the forms of Trust Indenture and Loan Agreement (in pdf format). Can you please print and put on file at your office two (2) copies of each of the Indenture and Loan Agreement.

Please let me know if you have any questions.

Sincerely,

BARNES & THORNBURG LLP

Phil

Philip J. Faccenda, Jr.

PJF:clu
Attachments
cc: Ken Prince (via email) kprince@mishawaka.in.gov
John Roggeman (via email) jroggeman@mishawaka.in.igov
Brian Prince (via email) bprince@flco.com

DMS 4916760v1

SERIES 2017 LOAN AGREEMENT

between

CITY OF MISHAWAKA, INDIANA

and

DOWNTOWN MISHAWAKA FC, LLC

$__________________
CITY OF MISHAWAKA, INDIANA,
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS,
SERIES 2017
([THE MILL AT IRONWORKS] PROJECT)

Dated

as of

_______________, 2017

INDEX

(This Index is not a part of the Agreement
but rather is for convenience of reference only.)

SERIES 2017 LOAN AGREEMENT

THIS SERIES 2017 LOAN AGREEMENT made and entered into as of ________________, 2017, by and between the City of Mishawaka, Indiana, a municipal corporation and political subdivision existing under the laws of the State of Indiana (the "Issuer" or the "City") and DOWNTOWN MISHAWAKA FC, LLC, an Indiana limited liability company (the "Borrower"), under the following circumstances summarized in the following recitals (the capitalized terms not defined in the recitals are as defined in Article I hereof):

A. Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and to lend the proceeds therefrom for the purpose of financing the cost of the equipping of economic development facilities and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes.

B. After giving notice in accordance with the Act and Indiana Code 5-3-1, the Mishawaka Economic Development Commission held a public hearing and the Common Council of the Issuer, upon finding that the Project (as defined herein) and the proposed financing of a portion of the acquisition, redevelopment, construction, equipping and improving thereof will create additional employment opportunities in City of Mishawaka, Indiana; will benefit the health, safety, morals, and general welfare of the citizens of City of Mishawaka, Indiana and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing.

C. Pursuant to the Act, the Issuer has determined to issue and sell the Bonds pursuant to the Series 2017 Trust Indenture dated as of ______________, 2017 (the "Indenture") between the Issuer and [Name of Trustee] (the "Trustee") and to loan the proceeds derived from the sale thereof to the Borrower to be used in part to assist in the completion of the Project.

D. This Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note in substantially the form attached hereto as Exhibit A.

E. The Bonds issued under the Indenture will be payable solely from (i) payments derived from Allocation Area TIF Revenues (as defined herein), (ii) payments under the Taxpayer Agreement (as defined in the Indenture) (and the Borrower's Note (as defined herein), if applicable), and (iii) any other funds of the Trust Estate (as defined in the Indenture), pledged and assigned for their payment under the Indenture.

F. The Borrower and the Issuer each has full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the Issuer and the Borrower agree as follows (provided that any obligation of the Issuer created by or arising out of this Agreement shall never constitute a debt of the Issuer or give rise to any pecuniary liability of the Issuer other than to the extent of the pledge of the TIF Revenues by the Redevelopment Commission:

ARTICLE I.

DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 hereof shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein. Capitalized terms used and not defined in this Agreement shall have the meanings assigned to them in the Ordinance or the Indenture.

Section 1.2. Definitions. As used herein:

"Act" means, collectively, Indiana Code 36-7-11.9 and 12, as enacted and amended.

"Agreement" means this Series 2017 Loan Agreement as amended or supplemented from time to time.

"Allocation Area TIF Revenues" shall have the meaning ascribed to such term in the Pledge Resolution.

"Allocation Area Allocation Fund" means the allocation fund established for Consolidated Allocation Area of the Consolidated Area Improvements Project (the "Area") within the City, designated by the Redevelopment Commission for the purposes of tax increment financing.

"Annual Fees" means annual fees of the Trustee and annual fees related to monitoring the TIF Revenues.

"Bonds" means the $___________ City of Mishawaka, Indiana, Taxable Economic Development Revenue Bonds, Series 2017 ([The Mill at Ironworks] Project).

"Bond Service Charges" means, for any period or payable at any time, the principal of, premium, if any, and interest due on the Bonds for that period or payable at that time whether due at maturity or redemption.

"Borrower" means DOWNTOWN MISHAWAKA FC, LLC, an Indiana limited liability company, and its lawful successors and assigns to the extent permitted by the Agreement.

"Borrower's Note" means the promissory note of the Borrower in favor of the Issuer in the form of Exhibit A hereto, which promissory note has been endorsed by the Issuer to the Trustee.

"Common Council" means the Common Council of the Issuer.

"Completion Date" means the date of completion of the Project evidenced in accordance with the requirements of Section 3.3 hereof.

"Designated Representative" means the person at the time designated to act on behalf of the Borrower by written certificate furnished to the Issuer, containing the specimen signature of that person and signed on behalf of the Borrower by a duly authorized officer. That certificate may designate an alternate or alternates. In the event that all persons so designated become unavailable or unable to act and the Borrower fails to designate a replacement within 10 days after such unavailability or inability to act, the Issuer may appoint an interim Designated Representative until such time as the Borrower designates that person.

"Development Agreement" shall have the meaning ascribed to such term in the Indenture.

"Event of Default" means any of the events described as an Event of Default in Section 6.1 hereof.

"Governmental Obligations" means noncallable direct obligations of the United States the full and timely payment of which is supported by a pledge of the full faith and credit of the United States, or noncallable obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States, the full and timely payment of which is unconditionally guaranteed as a full faith and credit obligation of the United States.

"Holder" or "Holder of a Bond" means the Person in whose name a Bond is registered on the Register.

"Indenture" means the Series 2017 Trust Indenture between the Issuer and Trustee dated as of _______________, 2017.

"Issuer" means the City of Mishawaka, Indiana, a municipal corporation and political subdivision existing under the laws of the State of Indiana.

"Legislative Authority" means the Common Council of the Issuer.

"Loan" means the loan by the Issuer to the Borrower of the proceeds received from the sale of the Bonds.

"Loan Payment Date" means the date on which any principal of or interest or any premium on the Bonds shall be due and payable, whether at maturity, upon acceleration, call for redemption or otherwise.

"Loan Payments" means the amounts (i) derived from the TIF Revenues to be paid by the Redevelopment Commission on the behalf of the Borrower or (ii) payments made by or on behalf of the Borrower pursuant to the provisions of Section 4.1 hereof in repayment of the Loan.

"Notice Address" means:

As to the Issuer:	City of Mishawaka, Indiana Attention: Mayor City Hall 600 E. Third Street Mishawaka, Indiana 46544
As to the Borrower:	DOWNTOWN MISHAWAKA FC, LLC ____________________ ____________________ ____________________ Attn: ________________

or such additional or different address, notice of which is given under Section 7.2 hereof.

"Ordinance" means Ordinance No. ____ of the Common Council of the Issuer adopted on ______________, 20___, authorizing the issuance of the Bonds.

"Paying Agent" means the Paying Agent as defined in the Ordinance.

"Person" or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships, limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"Pledge Resolution" means Resolution No. _______ adopted by the Redevelopment Commission on ________________, 20___, pledging the Allocation Area TIF Revenues to the payment of principal of and interest on the Bonds.

"Project" shall have the meaning ascribed to such term in the Indenture.

["Purchaser" means the purchaser of the Bonds.]

"Qualified Investments" means the following to the extent permitted by law: (i) Governmental Obligations; (ii) certificates of deposit issued by banks and mutual savings banks incorporated under the laws of the State of Indiana and in national banking associations having banking offices in the State of Indiana, including the Trustee, provided such certificates of deposit do not exceed in the aggregate ______ percent (__%) of the combined capital, surplus and undivided profits of any such bank or association and that each such bank or association has a combined capital and surplus of at least $__________; and provided further that such certificates of deposit are insured by the Federal Deposit Insurance Corporation or, to the extent not so insured, collateralized by interest-bearing obligations described in clause (i) above in which the Trustee has a perfected security interest; (iii) repurchase agreements, entered into with banks and mutual savings banks incorporated under the laws of the State of Indiana and in national banking associations having banking offices in the State of Indiana, including the Trustee, that are fully collateralized by interest-bearing obligations described in clause (i) above based upon the market value of such obligations on the day such agreement becomes effective, in which the Trustee has a perfected security interest; or (iv) money market funds (including those of the Trustee or any of its affiliates) the assets of which are Government Obligations and which funds are rated "AAAm," "AAAm-G" or higher by Standard and Poor's Ratings Group or its successor.

"Redevelopment Commission" means the City of Mishawaka Redevelopment Commission.

"Register" means the books kept and maintained by the Registrar for the registration and transfer of Bonds pursuant to the Ordinance.

"Registrar" means the Registrar as defined in the Ordinance.

"Site" means the real estate located on the Project Area (as defined in the Indenture).

"State" means the State of Indiana.

"Taxpayer Agreement" shall have the meaning ascribed to such term in the Indenture.

"TIF Revenues" shall have the meaning ascribed to such term in the Indenture.

"Trustee" means ________________________________, [city], Indiana, and any successor trustee or co-trustee.

"Unassigned Rights" means those rights reserved by the Issuer pursuant to Section 4.2, 5.1 and 6.5 of this Agreement.

Section 1.3. Interpretation. Any reference herein to the Issuer, to the Legislative Authority or to any member or officer of the Issuer includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Indiana Code or to any statute of the United States of America, includes that section, provision or chapter or statute as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter or statute shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Issuer, the Holders, or the Borrower under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of the Bonds. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.4. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

(End of Article I)

ARTICLE II.

REPRESENTATIONS OF THE ISSUER

Section 2.1. Representations of the Issuer. The Issuer represents and warrants that:

(a) The Issuer is a municipal corporation organized and existing under the laws of the State. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Issuer has been duly authorized to execute and deliver this Agreement. The Issuer agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) The Issuer agrees to provide funds from the issuance of the Bonds in an amount not to exceed [$11,250,000] to loan to the Borrower for the costs associated with the acquisition, redevelopment, construction, equipping and improving of the Project, subject to the consideration of the Borrower's Note, the Taxpayer Agreement and the execution and delivery of this Agreement, all for the benefit of the holders of the Bonds, to create additional employment opportunities in City of Mishawaka, Indiana and to benefit the health, safety, morals and general welfare of the citizens of City of Mishawaka, Indiana and the State of Indiana, and to secure the Bonds by pledging certain of its rights and interest in this Agreement and the Borrower's Note to the Trustee.

(c) The Issuer represents that the Borrower's Note will be assigned to the Trustee pursuant to the Indenture, and that no further assignment is contemplated by the Issuer, since the Issuer recognizes that the Borrower's Note has not been registered under the Securities Act of 1933.

(d) The Issuer covenants that it will timely pay the Allocation Area TIF Revenues to the Trustee as provided in the Indenture.

Section 2.2. Representations and Covenants of the Borrower. The Borrower represents and warrants that:

(a) It is a limited liability company validly existing under the laws of and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Agreement and the Borrower's Note, has full power to enter into and by proper action has duly authorized the execution and delivery of this Agreement and the issuance of the Borrower's Note.

(b) The Project is of the type authorized and permitted by the Act.

(c) The provision of financial assistance to be made available to it under this Agreement from the proceeds of the Bonds and the commitments therefor made by the Issuer have induced the Borrower to undertake the Project and such project will maintain existing employment and create additional jobs and employment opportunities within the boundaries of the City of Mishawaka, Indiana.

(d) Neither the execution and delivery of this Agreement or the Borrower's Note, the consummation of the transactions contemplated hereby including issuance of the Borrower's Note, nor the fulfillment of or compliance with the terms and conditions of this Agreement and the Borrower's Note, conflicts with or results in a breach of the terms, conditions or provisions of the Borrower's Articles of Organization and Operating Agreement or any restriction or any agreement or instrument to which the Borrower is now a party or by which it is bound or to which any of its property or assets is subject or (except in such manner as will not materially impair the ability of the Borrower to perform its obligations hereunder) of any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Borrower or its property, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Borrower under the terms of any instrument or agreement, except as set forth in this Agreement and the Indenture.

(e) It is understood and agreed that the Borrower shall be obligated to continue to pay the amounts specified herein and in the Borrower's Note whether or not all or any portion of the Project is damaged, destroyed or taken in condemnation and that there shall be no abatement of any such payments and other charges by reason thereof.

(f) The aggregate authorized face amount of the loan authorized hereunder does not and shall not exceed [$11,250,000].

(g) The Borrower, by not later than the Completion Date (as defined in the Development Agreement), shall invest not less than Forty-Two Million Dollars ($42,000,000) in capital expenditures for the Project as set forth in the Development Agreement and complete the Project within the Project Area. The Borrower shall apply all of the proceeds of the Bonds toward the costs of the Project and shall finance all remaining costs of the Project from other available funds of the Borrower. The obligations of the Borrower to complete the Project by the Completion Date shall be deferred during any period of the existence of any event as set forth in Section 10.5 of the Development Agreement.

(h) The Borrower shall not seek tax abatement with respect to the Project except as provided in the Development Agreement.

(i) No portion of the proceeds of the Bonds will be used to provide any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility, racetrack, airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store, the principal business of which is the sale of alcoholic beverages for off premises consumption.

(j) No litigation at law or in equity nor any proceeding before any governmental agency or other tribunal involving the Borrower is pending or, to the knowledge of the Borrower threatened, in which any liability of the Borrower is not adequately covered by insurance and in which any judgment or order would have a material and adverse effect upon the business or assets of the Borrower or would materially and adversely affect the Project, the validity of this Agreement or the performance of the Borrower's obligations thereunder or the transactions contemplated hereby.

(End of Article II)

ARTICLE III.

COMPLETION OF THE PROJECT; ISSUANCE OF THE BONDS

Section 3.1. Acquisition, Redevelopment, Construction, Equipping and Improving of Project. It is understood that improvements made for the Project are that of the Borrower and any contracts made by the Borrower with respect thereto shall acquire, redevelop, construct, equip and improve the Project on the Site with all reasonable dispatch and shall pay when due all fees, costs and expenses incurred in connection with that acquisition, construction, expansion, equipment, and improvement from funds made available therefor. It is further understood that any contracts made by the Borrower with respect to the Project, whether construction contracts or otherwise, or any work to be done by the Borrower on the Project are made or done by the Borrower on its own behalf and not as agent or contractor for the Issuer.

Section 3.2. Issuance of the Bonds; Application of Proceeds. To provide funds for the purposes of paying a portion of the costs of the Project, the Issuer shall issue, sell and deliver the Bonds to the Purchaser. The Bonds will be issued pursuant to the Ordinance in the aggregate principal amount, will bear interest, will mature and will be subject to redemption as set forth therein and in the Indenture. The Borrower hereby approves the terms and conditions of the Bonds, and the terms and conditions under which the Bonds will be issued, sold and delivered.

Section 3.3. Completion Date. The Borrower shall notify the Issuer of the Completion Date as provided in the Development Agreement.

(End of Article III)

ARTICLE IV.

LOAN BY CITY; REPAYMENT OF THE LOAN; LOAN PAYMENTS

Section 4.1. Loan Repayment. Upon the terms and conditions of this Agreement, the Issuer will make the Loan to the Borrower which shall be evidenced by the Borrower's Note. Pursuant to the Borrower's Note, the Borrower shall make payments to the Issuer for the payment of the Bond Service Charges; provided however, that the Borrower's payments under the Borrower's Note shall be offset by (a) any Allocation Area TIF Revenues made available pursuant to the Pledge Resolution to pay such Bond Service Charges when due, and (b) any payments made under the Taxpayer Agreement, it being understood that if all payments are made when due under the Taxpayer Agreement no additional amounts will be due from Borrower under the Borrower's Note. The terms of the Pledge Resolution provide that the Redevelopment Commission shall apply the Allocation Area TIF Revenues received by the Redevelopment Commission to pay when due the Bond Service Charges, making the pledge of the available Allocation Area TIF Revenues to payment of the Bonds. The Borrower hereby acknowledges and accepts the terms of the Pledge Resolution. The Borrower further acknowledges and agrees that in the event real property taxes are not paid when due on real property located in the Consolidated Allocation Area of the Area, the Allocation Area TIF Revenues may not be sufficient to fully pay the principal of and interest on the Bonds.

Section 4.2. Additional Payments. The Borrower also agrees to pay directly to the Trustee so long as there are Bonds outstanding (i) all ongoing fees, charges and expenses, including agent and counsel fees, of the Trustee incurred under the Indenture, as and when the same become due, provided however, that the Borrower's payments for Annual Fees shall be offset by any Allocation Area TIF Revenues made available pursuant to the Pledge Resolution to pay such Annual Fees in accordance with Section 4.2 of the Indenture; (ii) all costs incident to the payment of the principal of and premium, if any, and interest on the Bonds as the same become due and payable; (iii) an amount sufficient to reimburse the Issuer for all expenses incurred by the Issuer under this Agreement and in connection with the performance of its obligations under this Agreement or the Indenture; (iv) all expenses incurred in connection with the enforcement of any rights under this Agreement or the Indenture by the Issuer; and (v) all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of this Agreement; provided, however, that the Borrower may, without creating a default under this Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses.

Section 4.3. Insufficiency of Allocation Area TIF Revenues. If the Allocation Area TIF Revenues and Allocation Area TIF Revenues are insufficient to pay when due the Bonds Service Charges, such insufficiency shall not constitute an act of default by the Issuer or the Redevelopment Commission under this Agreement or the Bonds. Such unpaid amounts of Bond Service Charges shall be payable solely from Allocation Area TIF Revenues only as provided herein or from payments made under the Taxpayer Agreement (or Borrower's Note, if applicable).

(End of Article IV)

ARTICLE V.

ADDITIONAL AGREEMENTS AND COVENANTS

Section 5.1. Indemnification. The Developer shall indemnify the Issuer and the Economic Development Commission hereunder to the same extent as the indemnification by the Developer of the Redevelopment Commission in the Development Agreement.

In case any action or proceeding is brought against the Issuer in respect of which indemnity may be sought hereunder, the Issuer promptly shall give notice of that action or proceeding to the Borrower, and the Borrower upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of the Issuer to give that notice shall not relieve the Borrower from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the Borrower. At its own expense, the Issuer may employ separate counsel and participate in the defense. The Borrower shall not be liable for any settlement made without its consent.

The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers and employees of the Issuer, the Common Council, the Economic Development Commission and the Redevelopment Commission. That indemnification is intended to and shall be enforceable by the Issuer to the full extent permitted by law. Notwithstanding anything herein, no indemnity shall be required hereunder for damages that result from the gross negligence or willful misconduct on the part of the party seeking indemnity.

The Borrower hereby agrees to indemnify and hold harmless the Trustee from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Indenture, except costs, claims, liabilities, losses or damages resulting from the negligence or willful misconduct of the Trustee, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of the Indenture and/or the resignation or removal of the Trustee.

Section 5.2. Assignment by the Issuer. With the exception for any interest or payments related to the Unassigned Rights, the Issuer shall not attempt to assign, transfer or convey its interest in this agreement or create any pledge or lien of any form or nature with respect to the payments hereunder, except to the Trustee to provide security for the Bonds.

Section 5.3. Maintenance of Lien; Filing. The Borrower will, at its expense, take all necessary action to maintain and preserve the lien and security interest of this Agreement so long as the Borrower's Note is outstanding.

Section 5.4. Consent to Assignments to Trustee. The Borrower acknowledges and consents to the pledge and assignment of the Borrower's Note and the assignment of the Issuer's rights hereunder to the Trustee pursuant to the Indenture (other than Unassigned Rights) and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder other than the rights of the Issuer to execute and deliver supplements and amendments to this Agreement pursuant to Section 7.5 hereof.

Section 5.5. Borrower Duties Under Indenture. The Borrower agrees to perform all matters provided by the Indenture to be performed by the Borrower and to comply with all provisions of the Indenture applicable to the Borrower.

Section 5.6. Issuance of Substitute Borrower's Note. Upon the surrender of the Borrower's Note, the Borrower will execute and deliver to the holder thereof a new Borrower's Note dated the date of the Borrower's Note being surrendered but with appropriate notations thereon to reflect payments of principal and interest thereon (and credits thereto from Allocation Area TIF Revenues deposited in the Bond Fund); provided, however, that there shall never be outstanding at any one time more than one Borrower's Note.

Section 5.7. Funding of Indenture Funds; Investments. The Issuer shall deposit all proceeds from the sale of the Bonds in the manner specified in Article III of the Indenture.

With respect to any moneys held by the Trustee under any Fund established by the Indenture, the Borrower and the Issuer agree that all moneys in any fund established by the Indenture may, at the written direction of the Borrower, be invested in Qualified Investments. In the absence of such direction from the Borrower, the Trustee is hereby directed by the Borrower to invest such amounts in investments meeting the requirements of clause (iv) of the definition of Qualified Investments. With respect to any moneys held by the Issuer under any Fund established by the Indenture, the Issuer may invest such moneys in Qualified Investments as directed by the Borrower.

The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for investments. The Trustee, the Issuer and the Borrower shall not be liable or responsible for any loss resulting from any investment. All such investments shall be held by or under the control of the Trustee or the Issuer, as applicable, and any income resulting therefrom shall be applied in the manner specified in the Indenture.

Section 5.8. Credits on Borrower's Note. Notwithstanding any provision contained in this Agreement or in the Indenture to the contrary, in addition to any credits on the Borrower's Note resulting from the payment or prepayment thereof from other sources:

(a) any moneys deposited with the Trustee in the Bond Fund for payment on the Bonds (including any Allocation Area TIF Revenues) shall be credited against the obligation of the Borrower to pay the principal of and interest on the Borrower's Note as the same becomes due;

(b) to the extent all payments due under the Taxpayer Agreement are made in accordance with the Taxpayer Agreement, no additional payments will be due under the Borrower's Note; and

(c) the principal amount of the Bonds of any maturity acquired by the Borrower and delivered to the Trustee, or acquired by the Trustee and canceled, shall be credited against the obligation of the Borrower to pay the principal of the Borrower's Note evidencing the loan made by the Issuer with the proceeds of the sale of the Bonds maturing on the maturity date of the Bonds so acquired and delivered or canceled, including in connection with any mandatory sinking fund payment for the Bonds subject to a mandatory sinking fund requirement.

Section 5.9. Mandatory Payment. Any amount paid which is less than the full unpaid principal amount of the Bonds shall be credited against the installment or installments of principal due on the Borrower's Note corresponding to the maturity of the Bonds being redeemed by any mandatory sinking fund obligation and the corresponding Borrower's Note obligation with respect thereto in the sequence in which such mandatory sinking fund obligation becomes due.

(End of Article V)

ARTICLE VI.

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default. Each of the following shall be an Event of Default:

(a) The Borrower shall fail to observe and perform any agreement, term or condition contained in this Agreement, and the continuation of such failure for a period of 30 days after notice thereof shall have been given to the Borrower by the Issuer, or for such longer period as the Issuer may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Borrower institutes curative action within the applicable period and diligently pursues that action to completion; or

(b) Notwithstanding the foregoing, if, by reason of an event as set forth in Section 10.5 of the Development Agreement, the Borrower is unable to perform or observe any agreement, term or condition hereof which would give rise to an Event of Default under this Section 6.1, the Borrower shall not be deemed in default during the continuance of such inability. However, the Borrower shall promptly give notice to the Issuer of the existence of such an event.

The declaration of an Event of Default, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 6.2. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) The Issuer may have access to, inspect, examine and make copies of the books, records, accounts and financial data of the Borrower pertaining to the Project; or

(b) The Issuer may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement, plus all expenses including attorney fees as provided in Section 6.5 or to enforce the performance and observance of any other obligation or agreement of the Borrower under those instruments, including the Unassigned Rights; or

Notwithstanding the foregoing, the Issuer shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Issuer at no cost or expense to the Issuer.

Section 6.3. Non-Payment of TIF Revenues. In the event that the Issuer shall not receive TIF Revenues or shall receive only a portion of the Allocation Area TIF Revenues, the Issuer, as stated herein and in the Pledge Resolution, to the extent of such shortfall, shall not be otherwise required to make payments on the Bond Service Charges. The Issuer hereby acknowledges that the Allocation Area TIF Revenues are subject to the lien of the pledge provided in the Pledge Resolution, without filing or recording the Indenture, this Agreement, the Pledge Resolution, or any other instrument, in accordance with Indiana Code 5-1-14-4.

Section 6.4. No Remedy Exclusive. No remedy conferred upon or reserved to the Issuer by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 6.5. Agreement to Pay Attorneys' Fees and Expenses. In the event that the Issuer should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement against Borrower, the Borrower shall reimburse the Issuer as applicable, for the reasonable expenses so incurred upon demand.

Section 6.6. No Waiver. No failure by the Issuer to insist upon the strict performance by the Borrower of any provision hereof shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Borrower to observe or comply with any provision hereof.

The Issuer may waive any Event of Default hereunder.

Section 6.7. Notice of Default. The Borrower shall notify the Issuer immediately if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

(End of Article VI)

ARTICLE VII.

MISCELLANEOUS

Section 7.1. Term of Agreement. This Agreement shall be and remain in full force and effect from the date of delivery of the Bonds to the Purchaser until such time as the principal of and interest on all of the Bonds shall have been fully paid (or provision made for such payment), except for obligations of the Borrower under Sections 5.1 hereof, which shall survive any termination of this Agreement.

Section 7.2. Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate Notice Address. The Borrower and the Issuer, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 7.3. Extent of Covenants of the Issuer; No Personal Liability. All covenants, obligations and agreements of the Issuer contained in this Agreement or the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the Issuer or the Legislative Authority in other than his or her official capacity, and neither the members of the Legislative Authority nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Issuer contained in this Agreement.

Section 7.4. Binding Effect. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Issuer, the Borrower and their respective permitted successors and assigns. This Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

Section 7.5. Amendments and Supplements. This Agreement may not be effectively amended, changed, modified, altered or terminated except as may be evidenced in a writing executed by the appropriate representatives of the Issuer and the Borrower, provided, however, no amendment shall be construed to alter the pledge of TIF Revenues.

Section 7.6. Execution Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.7. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.8. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

(End of Article VII)

SIGNATURE PAGE OF SERIES 2017 LOAN AGREEMENT

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

City:

CITY OF MISHAWAKA, INDIANA

By: ______________________________

(SEAL)

David A. Wood, Mayor

ATTEST:

____

Deborah S. Block, City Clerk

Borrower:

DOWNTOWN MISHAWAKA FC, LLC

By: ______________________________

Printed: ______________________________

Title: ______________________________

EXHIBIT A

Form of Promissory Note

BORROWER'S SERIES 2017 PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, DOWNTOWN MISHAWAKA FC, LLC (the "Borrower"), an Indiana limited liability company organized and validly existing under the laws of the State of Indiana, hereby promises to pay to the order of City of Mishawaka, Indiana (the "Issuer"), in immediately available funds, the principal sum of $________________ and interest thereon, during the term of the Series 2017 Loan Agreement (the "Loan Agreement") dated as of ____________, 2017 between the Issuer and the Borrower, one business day prior to December 31, 20____, a sum which will equal the principal and interest which will become due on the next day on the Bonds (as hereinafter defined), all subject to the credits described in the Loan Agreement and to the presence of other available money, including without limitation any Allocation Area TIF Revenues (as defined in the hereinafter defined Indenture), for such installment in the Bond Fund under the Series 2017 Trust Indenture dated as of __________________, 2017 (the "Indenture") between the Issuer and ______________________________, as trustee (the "Trustee"). Payments of both principal and interest are to be endorsed to the Trustee, and are to be made directly to the Trustee for the account of the Issuer pursuant to such endorsement. Such endorsement is to be made as security for the payment of the bonds designated "City of Mishawaka, Indiana, Taxable Economic Development Revenue Bonds, Series 2017 ([The Mill at Ironworks] Project)" (the "Bonds"). All of the terms, conditions and provisions of the Indenture are, by this reference thereto, incorporated herein as a part of this Note.

This Note is issued pursuant to and secured by the Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by the Issuer under the Loan Agreement or under any other agreement between the Borrower and the Issuer or out of any indebtedness or liability at any time owing to the Borrower by the Issuer or for any other reason. Reference is hereby made to the Loan Agreement for a description of the property thereby secured, the nature and extent of the security for this Note and the rights of the holder thereof, the Borrower and the Issuer in respect thereof, and the provisions for amending the Loan Agreement, to all of which the holder hereof, by its acceptance hereof, assents.

The principal of this Note is subject to prepayment prior to maturity in the manner stated in the Loan Agreement.

No recourse shall be had for the payment of the principal or prepayment price of, or interest on this Note, or for any claim based hereon or on the Loan Agreement, against any officer, director, manager, shareholder or member, past, present or future, of the Borrower as such, either directly or through the Borrower, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise.

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor and notice of default of the payment of any amount at any time payable to the Issuer under or in connection with this Note. All amounts payable hereunder are payable with reasonable attorneys fees and costs of collection and without relief from valuation and appraisement laws.

In any case where the date of payment hereunder shall be a Saturday, Sunday or a legal holiday or a day on which banking institutions in Indianapolis, Indiana are authorized by law to close, then such payment shall be made on the next preceding business day with the same force and effect as if made on the date of payment hereunder.

All terms used in this Note which are defined in the Loan Agreement shall have the meanings assigned to them in the Loan Agreement.

* * * * * *

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and attested by its duly authorized officer all as of ________________, 2017.

DOWNTOWN MISHAWAKA FC, LLC

By: ______________________________

Printed: ______________________________

Title: ______________________________

ENDORSEMENT

Pay, without recourse, to [Name of Trustee], as trustee under the Series 2017 Trust Indenture securing the Bonds, from the undersigned.

CITY OF MISHAWAKA, INDIANA

By: ______________________________

(SEAL) David A. Wood, Mayor

ATTEST:

____

Deborah S. Block, City Clerk

DMS 4915034