AGENDA

Monday, December 4, 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**

   November 20, 2017

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

   Petition No. 2017-29 Rezone from R-3 to R-1 1003 LWW

   Petition No. 2017-30 Rezone from C-1 to R-1 1007 S. Main St.

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

   P.O. NO. 2017-43 Transfer Funds - Public Safety LOIT $75,000.00 CEDIT $45,000.00

8. **Resolutions**

   R2017-28 Indiana Bond Bank Fuel Budgeting Program 2018

9. **Ordinances on Second Reading**

   P.O. NO. 2017-41 Rezone from I-2 Heavy Industrial to R-1 Single Family - 926 S. Byrkit Ave. (Assigned to Land Use Planning Committee)

   P.O. NO. 2017-42 Vacate Public Right of Way Veterans Parkway & Release of Easements 2320 Douglas Rd.(Assigned to Land Use Planning Committee)

10. **Privilege of the Floor – Non-Agenda Items**
11. **Unfinished Business**
12. **New Business**
13. **Adjournment**

At this time I know of no other business to come before the Council.
Deborah S. Block, IAMC, MMC, City Clerk

The City of Mishawaka acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to City sponsored public programs, services and/or meetings, the City requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Geoffrey Spiess, ADA Coordinator, at (574) 258-1615.

REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL

November 20, 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 November 20, 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. Compton, Mr. Tanner, Mr. Mammolenti, Mr. Banicki, Mr. Emmons, Mr. Bellovich, Mr. Canarecci, Mr. Deal.

The minutes from the November 6, 2017 meeting was approved as received from the City Clerk's Office.

Clerk Block read a letter from the Board of Zoning Appeals and the City Plan Commission regarding recommendations from their October 10, 2017 meeting.

APPEAL No. 2017-46 An appeal submitted by McKinley Town and Country, LP on behalf Of Big Lots Stores, Inc., requesting a Use Variance for 2320 Miracle Lane to permit outside storage.

The Board, with a vote of 5-0, recommended approval, subject to installing a 6' vinyl fence in Almond on the north, east and west sides of the containers.

PETITION 2017-26 A petition submitted by Michael and Kathrine Nisley requesting to rezone **926 S. Byrkit** from 1-2 Heavy Industrial to R-1 Single Family Residential.
The Commission, with a vote of 8-0, recommended approval.

PETITION 2017-28 A petition submitted by Larry J. Penn of Larry J. Penn Revocable Living Trust, Becky L. Penn of Becky L. Penn Revocable Living Trust, and Paul D. Penn of Paul D. Penn Revocable Living Trust and the City of Mishawaka Board of Public Works and Safety requesting to vacate Veterans Parkway and Release of easements

The Commission, with a vote of 8-0, recommended approval.

A public hearing on **Vacation 2017-03** as required by State Statute on behalf of Larry J. Penn, ET.AL. & City of Mishawaka to Vacate Veterans Parkway & Release of Easements 2320 Douglas Rd.

Ken Prince, City Planner spoke on behalf of the Penn Living Trust and the city. He said the vacation was to service the proposed new wellfield that would replace Gumwood. Mr. Prince went on to say the city committed to build Veterans Parkway which was a north/south roadway that bisects the Penn farm and would service the Water Treatment Facility. He explained as a part of the original design they were locating the new wellfield east of the Penn's house that once existed. Mr. Prince said he was contacted after the Penn's house was demolished from a property owner on the south side of the road, they suggested sliding the property 30 feet west in an undeveloped area to avoid acquiring houses. He stated moving it 30 feet would give the ability to access the property from the north and south. Mr. Prince continued to say before they were going to dedicate the right-of-way of Veterans Parkway as a part of the agreement with the Penn's; the right-of-way would be rededicated 30 feet to the west. Mr. Prince stated this was paperwork that needed to be done.

Public hearing was closed at 7:07 P.M.

Clerk Block read the following Proposed Ordinances by title and were assigned to committee and set for public hearing at next meeting.

PROPOSED ORDINANCE NO. 2017-41

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

(Rezone from I-2 Heavy Light Industrial to R-1 single Family- 926 S. Byrkit Ave.)
(Assign to the Land Use Planning Committee)

PROPOSED ORDINANCE NO. 2017-42

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

(Vacate public right of way Veterans Parkway & Release of Easements – 2320 Douglas Rd.)
(Assign to the Land Use Planning Committee)

Clerk Block read the following resolution by title and was opened for public hearing.

RESOLUTION NO. 2017-27

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, APPROVING A PETITION OF THE MISHAWAKA BOARD OF ZONING APPEALS FOR THE PROPERTY LOCATED AT:
2320 Miracle Lane, Mishawaka, Indiana

(Variance for Outdoor storage- Big Lots)

Dan Earl with Big Lots, 300 Phillipi Road Columbus Ohio said their business was growing in their furniture department and they were limited to storage space in the building. Mr. Earl explained the storage container would strictly be used for storing furniture. He said they were proposing to build almond fencing around the storage containers.

Mrs. Voelker questioned where the storage containers would be placed and the size of the containers. Mr. Earl said the containers already existed, they were unaware they were not in compliance; the containers were directly behind the building facing the north. He went on to say there were 3 containers and each were 48 feet long.

Mr. Emmons asked were the storage containers temporary and would they add additional containers. Mr. Earl replied no, it was a permanent solution. He stated the three storage containers were enough.

Mr. Mammolenti questioned the revenue for their furniture. Mr. Earl said he could not disclose the numbers but he knew their furniture department continues to grow every year.

Mr. Canarecci asked would the fencing encompass the trash area as well and were there surveillance cameras. He also questioned the color almond for the fence. Mr. Earl replied no, he believed the trash area had fencing around it. He said they currently did not have surveillance, but they have not had any issues. Mr. Earl explained they originally proposed for a white fence but the zoning board recommended they change the fence to almond to blend in with the building.

Mr. Banicki made the comment the storage containers were not visible; Town and Country did a great job.

Mr. Tanner questioned the height of the proposed fencing; he said a 6-foot fence would not conceal the storage containers. Mr. Tanner went on to say in recent issues the city has asked for opaque fencing that was 8 foot tall for much smaller structures, he asked Mr. Prince to explain. Mr. Prince, City Planner explained first why this variance was necessary, there was not a variance required for storage containers. He went on to say they found out there was an area by the mall where they would keep equipment and gasoline in the storage type shed, which circumvented the building code. Mr. Prince said they went to every shopping center checking each storage containers; Big Lots was the only store that could not move their storage containers. He mentioned he spoke with Mr. Becker, the owner of Town and Country to see if there was other available space next door to acquire additional space for Big Lots to store their furniture, there was not. Mr. Prince said Big Lots as a corporation has dealt with this situation in other areas; they were the one that suggested putting a fence around the containers. He went on to say 6 foot was the standard for the type of vinyl fence they were looking to do. Mr. Prince said although they required higher fences in different situations, Town and Country was grandfathered in on many levels. He explained the fencing was more for the neighbor's and general appearance. Mr. Prince said the fence signifies it was permanent.

Questioned was called for at 7:18 P.M. for **RESOLUTION NO. 2017-27** **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 9). **Yes:** Mrs. Voelker, Mr. Compton, Mr. Tanner, Mr. Mammolenti, Mr. Banicki, Mr. Emmons, Mr. Bellovich, Mr. Canarecci, Mr. Deal.

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

PROPOSED ORDINANCE NO. 2017-39

AN ORDINANCE DECLARING AN EMERGENCY AND TRANSFERRING AND REAPPROPRIATING FUNDS WITHIN THE BUDGET ADOPTED FOR THE CALENDAR YEAR ENDING DECEMBER21, 2017
(MVH Dept. $44,000)
(Assigned to the Budget and Finance Committee)

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.

Louis Hazen, Central Services Department said they were requesting a transfer of $44,000 from other service building equipment repair line to be distributed to equipment parts and supplies, uniform supplies.

Mr. Mammonlenit asked were these repairs that could not be done in house. Mr. Hazen replied yes, this was the repair line that needs to be out sourced.

Questioned was called for at 7:20 P.M. for **PROPOSED ORDINANCE NO. 2017-39**
Vote: Motion carried by unanimous roll call vote (summary: Yes = 9). Yes: Mrs. Voelker, Mr. Compton, Mr. Tanner, Mr. Mammolenti, Mr. Banicki, Mr. Emmons, Mr. Bellovich, Mr. Canarecci, Mr. Deal. Thus, it becomes **ORDINANCE NO. 5596**

PROPOSED ORDINANCE NO. 2017-40

AN ORDINANCE DECLARING AN EMERGENCY AND TRANSFERRING AND REAPPROPRIATING FUNDS WITHIN THE BUDGET ADOPTED FOR THE CALENDAR YEAR ENDING DECEMBER21, 2017
(Central Service Dept. $43,000)
(Assigned to the Budget and Finance Committee)

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.

Louis Hazen, Central Services Department requested a transfer from the central service gas and oil line of $43,000 to the other central service supplies line for equipment vehicle supplies, uniform supplies, and equipment maintenance.

Mr. Tanner asked was this money available because of favorable fuel price and unused funds. Mr. Hazen said it was a little bit of both, with the fuel prices fluctuating there were funds left over.

Question was called for at 7:23 P.M. for **PROPOSED ORDINANCE NO. 2107-40** **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 9).**Yes:** Mrs. Voelker, Mr. Compton, Mr. Tanner, Mr. Mammolenti, Mr. Banicki, Mr. Emmons, Mr. Bellovich, Mr. Canarecci, Mr. Deal. Thus it becomes **ORDINANCE NO. 5597**

PRIVILEGE OF THE FLOOR

Mrs. Voelker thanked Central Services for their great job on leaf pick up.

Mr. Compton resigned from the Mishawaka Business Association Board; Mr. Compton nominated Mr. Tanner to serve on the board, second by Mr. Mammolenti motion carried.

Mr. Deal thanked Mr. Compton for his service on the board.

ADJOURNMENT 7:26 P.M.

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

RECEIVED
DEBORAH S. BLOCK MMC

NOV 30 2017

CITY CLERK
MISHAWAKA, IN

November 17, 2017

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

Re: PETITION TO REZONE

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

Lot Numbered Thirty-four (34) as shown on the plat of Adam S. Baker's First, an addition to the city of Mishawaka, recorded May 24, 1892 in the office of the Recorder of St. Joseph County, Indiana, in Plat Book 6, page 15.

1003 W Lincolnway, Mishawaka, IN, 46544

Petitioner(s) owns one hundred (100%) percent of the above described parcel of land which carries a zoning classification of R3 residential district. Said property is currently empty with sale pending the rezoning of property to R1 residential to complete transaction of sale. Purchaser is buying property solely as a primary residence.

Petitioner(s) desire said real estate to be rezoned to R1 residential district in order to complete transaction of sale. Petitioner(s) further state that they intend to utilize said land and property for the purpose of selling to buyer Kimberly D. Madera which will be used as primary residence of purchaser. The property is currently set up as single family dwelling ie. one kitchen, one laundry hook up, one dining room, one living room. Home must be rezoned to R1 residential in order to complete transaction of sale to buyer as required for residential use. Appraisal reveals: The appraiser has informed the lender representatives the subject is zoned R-3 multifamily, and single family use is not legal in this zoning. However, house is currently set up as single family dwelling one kitchen, one living room, one laundry hookup. Buyer intends to use as primary residence.

We Patrick S Brown and Karen S Brown authorize buyer Kimberly D. Madera to attend appropriate hearings pertaining to petition of rezoning of 1003 Lincolnway W, Mishawaka, IN 46544.

Pet 17-29

Wherefore, the petitioner(s) pray and respectfully request that the Common Council of the City of Mishawaka refer this matter to the Mishawaka City Plan Commission and that after the hearing, an appropriate ordinance be enacted rezoning the above described parcel of land located in the City of Mishawaka to R1 residential.

Patrick S. Brown

Signature(s) of Property Owner
Patrick S. Brown

Karen S. Brown

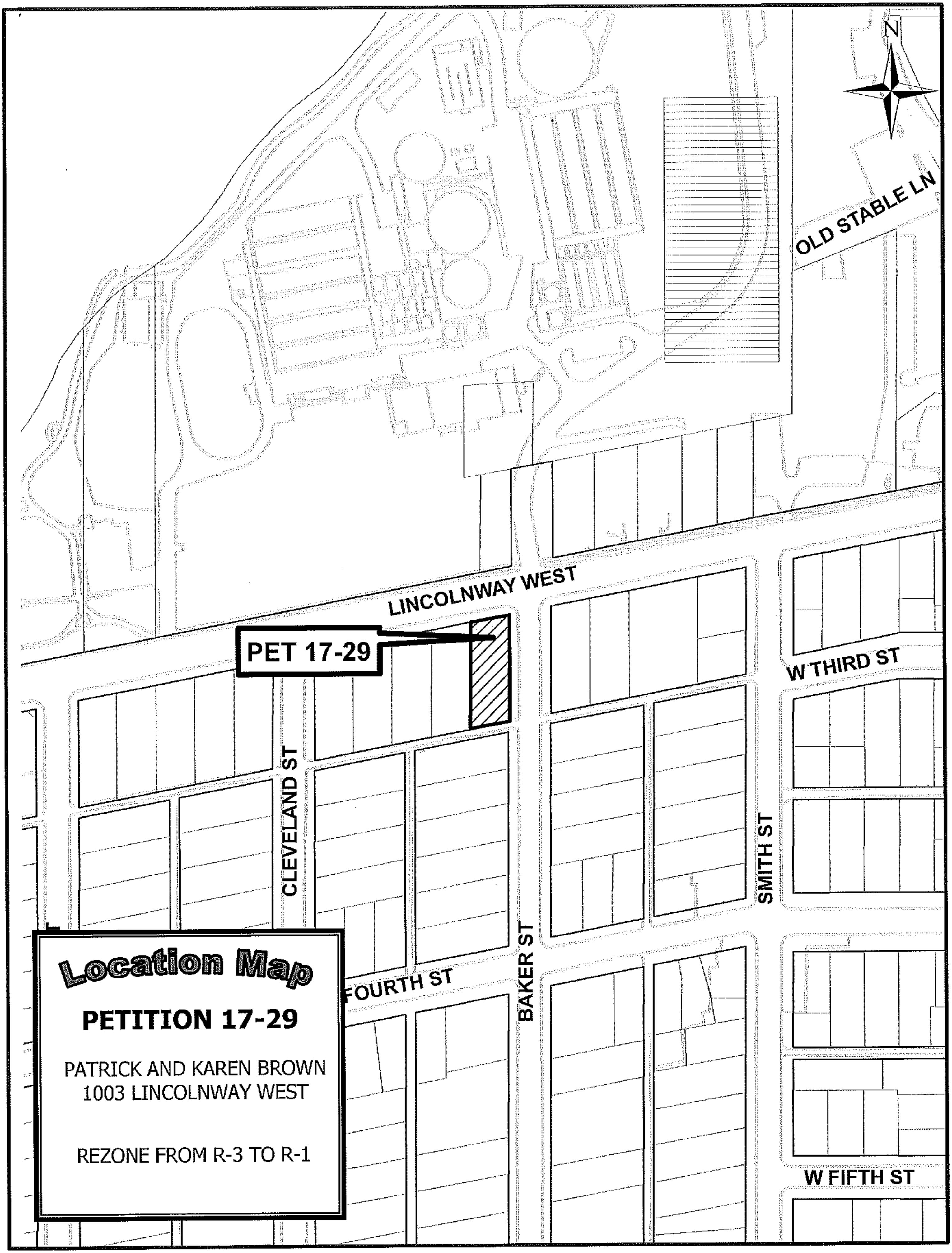
Karen S. Brown

626 Indiana Ave
Mishawaka, IN
46544

Signature of Buyer

Kimberly D. Madera

Kimberly D. Madera
1623 Randolph St
South Bend, IN
46613
574-339-5582
Kimber.m76@gmail.com


N
OLD STABLE LN
LINCOLNWAY WEST
PET 17-29
W THIRD ST
CLEVELAND ST
SMITH ST
BAKER ST
FOURTH ST
W FIFTH ST
Location Map
PETITION 17-29
PATRICK AND KAREN BROWN
1003 LINCOLNWAY WEST
REZONE FROM R-3 TO R-1

November 17, 2017

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

Re: PETITION TO REZONE

I am requesting first and second readings be done together for property of 1003 W Lincolnway, Mishawaka, Indiana, 46544 in order to close on transaction of sale.

In appreciation,

next council meeting
12-18-17

Kimberly D. Madera

Pet 17-29

Date: 11-21-17

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

RECEIVED
NOV 21 2017
BUILDING, PLANNING
COMMUNITY DEVELOPMENT

RE: Petition to Rezone

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

Lot 150 and 11.5' east side of Lot 149 excluding the North 56.33' of Gaylor's 3rd Add.
1007 South Main Street

Petitioners(s) own 100% of the above described parcel of land which carries a zoning classification of C-1 District . Said property is a home.

Petitioner(s) desire said real estate to be zoned to R-1 District. Petitioner(s) further state that they intend to utilize said land for a home.

A Colonial style house built in 1922 on a lot size of 71' X 59'/4189 square feet. There is 1,352 square feet living space which includes a kitchen, Dining room, Living room, Foyer, 3 bedrooms and 1 bath.
Basement includes a laundry/storage room, 1 bath and a partially finished sitting room.
There is a deck on the back of the house and a porch in the front.
Also includes a double wide detached garage.

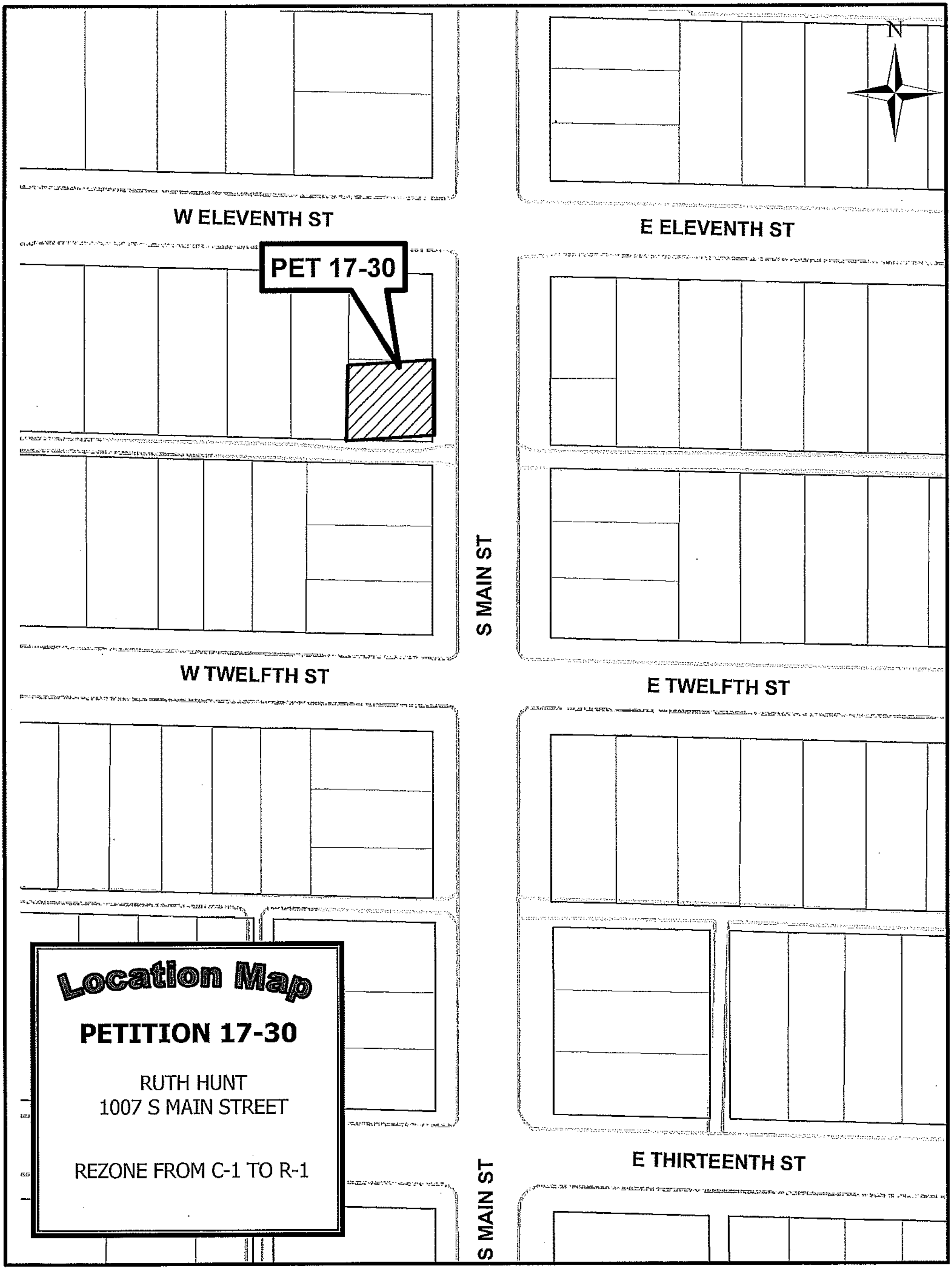
Wherefore, the petitioner(s) pray and respectfully request that the Common Council of the City of Mishawaka refer this matter to the Mishawaka City Plan Commission and that after hearing, an appropriate ordinance be enacted rezoning the above described parcel of land located in the City of Mishawaka.

Ruth Hunt

RECEIVED
DEBORAH S. BLOCK MMC
NOV 30 2017
CITY CLERK
MISHAWAKA, IN

Contact Person:
Ruth Hunt
1007 South Main
574-210-4910
max_rth@yahoo.com

Pet 17-30



N
W ELEVENTH ST
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PET 17-30
S MAIN ST
W TWELFTH ST
E TWELFTH ST
E THIRTEENTH ST
S MAIN ST
Location Map
PETITION 17-30
RUTH HUNT
1007 S MAIN STREET
REZONE FROM C-1 TO R-1

RECEIVED
DEBORAH S. BLOCK, MMC

NOV 29 2017

CITY CLERK
MISHAWAKA, IN

1st Reading 12-4-17
2nd Reading
Passed
Failed
Continued To

PROPOSED ORDINANCE NO. 2017-43

ORDINANCE NO.____________

AN ORDINANCE DECLARING AN EMERGENCY AND TRANSFERRING AND REAPPROPRIATING FUNDS WITHIN THE BUDGET ADOPTED FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2017

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

Section 1. An emergency exists which requires the transfer and reappropriation of funds within the Public Safety LOIT and CEDIT Funds for the budgets adopted for the fiscal year ending December 31, 2017.

Section 2. There is hereby transferred and reappropriated the sum of $120,000.00 as follows:

Public Safety LOIT Fund

From: Capital Outlays
211-50-436-01 Repairs and Maintenance $75,000.00

To: Other Services and Charges
211-50-431-09 Health Services $75,000.00

CEDIT Fund

From: Capital Outlays
430-50-436-01 Repairs and Maintenance $45,000.00

To: Other Services and Charges
430-50-431-09 Health Services $45,000.00

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

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

__________day of ________________________, 2017 at __________ o'clock, ____.M.

____
Ross Deal, 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

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

DEPARTMENT OF FINANCE
Rebecca S. Miller, Controller

Date: November 29, 2017

To: Honorable Members of the Common Council

From: Rebecca Miller

Re: Transfer – Public Safety LOIT and CEDIT Funds

I am requesting a transfer from Repairs and Maintenance lines to the Health Services lines in both the Public Safety and CEDIT Funds. With increased participation and more services brought on board, costs for the employee clinic were higher than anticipated for 2017.

Please contact me with any questions.

c: David A. Wood, Mayor

RECEIVED
DEBORAH S. BLOCK, MMC

NOV 29 2017

CITY CLERK
MISHAWAKA, IN

RESOLUTION NO. 2017-28

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, AUTHORIZING THE PARTICIPATION OF SAID CITY IN THE MOTOR FUEL BUDGETING PROGRAM OF THE INDIANA BOND BANK FOR THE 2018 BUDGET YEAR, THE EXECUTION OF THE QUALIFIED ENTITY REIMBURSEMENT AGREEMENT IN CONNECTION THEREWITH AND OTHER RELATED MATTERS

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

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

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

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

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

WHEREAS, the Council finds that the City participated in the Program for its budget years 2009 through 2017 and is eligible to participate in the Program for its 2018 budget year; and

WHEREAS, the City's Board of Public Works and Safety (the "Board") has considered the matter of the City's participation in the Program for the 2018 budget year and has adopted a resolution recommending to the Council that the City participate in the Program for the 2018 budget year; and

WHEREAS, the Council, having considered the information presented to it, including the recommendation of the Board, finds that (i) participation in the Program will allow the City to manage and mitigate the volatility of Motor Fuel prices in order to achieve stability in the City's Motor Fuel budget for the 2018 budget year, (ii) participation in the Program will enhance the City's ability to continue to operate its motor vehicle fleet in an economical manner to assure the continued provision of municipal services to the inhabitants of the City, and (iii) the City is authorized to participate in the Program pursuant to Indiana Code 5-1.5, 36-1-4 and 36-9-6; and

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

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

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

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

WHEREAS, based upon the foregoing, the Council finds and determines that the City should participate in the Program for the 2018 budget year, that the Agreement should be approved and that any other actions necessary to be taken to assure the City's participation in the Program for the 2018 budget year should be approved;

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

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

Section 2. The City is hereby authorized to enter into the Program with the Bond Bank for the purpose of managing and mitigating the volatility of Motor Fuel prices in order to achieve budget stability for the 2018 budget year.

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

Section 4. The obligations of the City under the Agreement shall be payable from and shall not exceed the amount appropriated by the City for Motor Fuel for the 2018 budget year. The Controller is hereby authorized and directed to make any payments necessary to the Bond Bank pursuant to the terms of the Agreement from funds budgeted by the City for Motor Fuel for the 2018 budget year.

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

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

Passed this _____ day of ___________________, 2017.

COMMON COUNCIL, CITY OF
MISHAWAKA, INDIANA

____
Presiding Officer

Attest:

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

Presented by me to the Mayor of the City of Mishawaka, Indiana, on the _____ day of ___________________, 2017 at the hour of _____:_____ m.

____
Deborah S. Block, IAMC, MMC, Clerk

This resolution approved and signed by me, the Mayor of the City of Mishawaka, Indiana, on the _____ day of ___________________, 2017 at the hour of _____:_____m.

____
David A. Wood, Mayor

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

DEPARTMENT OF FINANCE
Rebecca S. Miller, Controller

Date: November 29, 2017

To: Honorable Members of the Common Council

From: Rebecca Miller

Re: Indiana Bond Bank Fuel Budgeting Program

At the next council meeting is the presentation of the resolution recommending the continued participation in the Motor Fuel Budgeting Program of the Indiana Bond Bank for the year 2018. If approved, 2018 will mark the ninth year of our participation.

The program ensures that drastic changes in the oil markets do not significantly affect our budget for gasoline and diesel purchases.

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

Please contact me with any questions.

c: Mayor Dave Wood

City Hall • 600 East 3rd Street • Mishawaka, Indiana 46544
Telephone: (574) 258-1622 • FAX (574) 258-1724 • www.mishawaka.in.gov

EXHIBIT A

Form of Qualified Entity Reimbursement Agreement

QUALIFIED ENTITY REIMBURSEMENT AGREEMENT

This QUALIFIED ENTITY REIMBURSEMENT AGREEMENT, dated as of the 1st day of December, 2017 (this "Agreement"), between the INDIANA BOND BANK, a body corporate and politic ("Bond Bank"), created and existing pursuant to the provisions of Indiana Code 5-1.5, as amended (the "Act"), having its principal place of business in the City of Indianapolis, Indiana, and CITY OF MISHAWAKA, INDIANA, a political subdivision of the State of Indiana ("Qualified Entity");

WITNESSETH:

WHEREAS, pursuant to the Act, the Board of Directors of the Bond Bank has adopted a resolution (the "Bond Bank Resolution") establishing a motor fuel budgeting program (the "Fuel Budgeting Program, Series 2018 A") and authorizing the Bond Bank (i) to enter into certain transactions with the Qualified Entity for the purpose of hedging the price associated with the purchase of gasoline and/or diesel motor fuel (such gasoline and diesel motor fuel hereinafter referred to as "Motor Fuel") for use by the Qualified Entity, and (ii) to enter into one or more commodity index swap agreements with one or more commodity index swap counterparties that will allow the Qualified Entity to manage and mitigate the volatility of Motor Fuel prices in order to achieve budget stability for such Qualified Entity; and

WHEREAS, pursuant to Resolution No. 2017-____, adopted on ___________, 2017 (the "Qualified Entity Resolution") by the Common Council for the City of Mishawaka, Indiana, acting as the fiscal body for the Qualified Entity, the Qualified Entity is authorized to enter into this Agreement for the purpose of allowing the Bond Bank to (i) solicit and select creditworthy swap counterparties, (ii) negotiate and manage one or more commodity index swap agreements, and (iii) to fund all or a portion of the costs and expenses associated with any such swap agreements and the Fuel Budgeting Program, Series 2018 A, in accordance with this Agreement; and

WHEREAS, pursuant to Resolution No. 2017-___, adopted on __________, 2017 by the Board of Public Works and Safety for the City of Mishawaka, Indiana, acting pursuant to Indiana Code 36-9-6, as amended, as the purchasing agent for the Qualified Entity with respect to Motor Fuel, the Qualified Entity is authorized to pay to the Bond Bank all or a portion of the funds budgeted for Motor Fuel by the Qualified Entity for the purpose of (i) reimbursing the Bond Bank for amounts advanced by the Bond Bank from the Reserve Account (as defined in the Bond Bank Resolution) necessary to make payments due by the Bond Bank, if any, with respect to a commodity index swap agreement, and (ii) to pay any and all expenses associated with or incurred by the Bond Bank in connection with the Fuel Budgeting Program, Series 2018 A, allocable to the Qualified Entity; and

WHEREAS, pursuant to the Bond Bank Resolution and in reliance, in part, on the adoption of the Qualified Entity Resolution and the execution and delivery of this Agreement by the Qualified Entity, the Bond Bank has entered into a commodity index swap agreement in the form of the Master Agreement, including the Schedule thereto and the Credit Support Annex thereto, each dated as of December 19, 2013 (collectively, the "ISDA Agreement"), and the Confirmations entered into thereunder each dated December __, 2017 (the "Confirmations" and, together with the ISDA Agreement, the "Swap Agreement"), with Bank of Montreal (the "Swap Counterparty");

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

1. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

(x) The Qualified Entity hereby covenants that it has duly, regularly and properly adopted or will adopt a budget for 2018 setting forth estimated revenues to be received and estimated expenditures for the fiscal year, including funds appropriated for the purchase of Motor Fuel to be used by the Qualified Entity; has complied with or will comply with all statutory and regulatory requirements with respect to the adoption of such budget; and will levy *ad valorem* property taxes in accordance with all statutory and regulatory requirements.

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

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

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

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

2. <u>Execution of Swap Agreement; Advancements; Reimbursement by Qualified Entity</u>.

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

(b) Subject to Section 9, the Qualified Entity hereby agrees to appropriate and pay funds to the Bond Bank: (i) to reimburse the Bond Bank for amounts advanced by the Bond Bank from the Reserve Account necessary to make payments due by the Bond Bank to the Swap Counterparty, if any, with respect to the Swap Agreement, which are allocable to the Qualified Entity; (ii) to pay any and all expenses associated with or incurred by Bond Bank in connection with the Fuel Budgeting Program, Series 2018 A, allocable to the Qualified Entity, including, but not limited to, the Swap Agreement, other agreements contemplated under this Agreement, and future agreements, amendments to this Agreement or the agreements contemplated herein, or transactions made pursuant to and consistent with this Agreement; and (iii) paying any other transaction or related costs contemplated hereunder, which are allocable to the Qualified Entity.

(c) Within five (5) business days following a Scheduled Payment Date (as defined in the Swap Agreement), the Bond Bank or its agent shall: (i) confirm and calculate any amounts owed under the Swap Agreement pursuant to this Agreement (A) by the Qualified Entity to the Bond Bank or (B) to the Qualified Entity by the Bond Bank; and (ii) prepare and send any bills or payments to the Qualified Entity for such purpose. In the event the Bond Bank receives payments from the Swap Counterparty on a Scheduled Payment Date, the Bond Bank shall be entitled to retain any interest earned on such payments to cover administrative expenses of the Fuel Budgeting Program, Series 2018 A, prior to disbursing such funds to the Qualified Entity as provided herein.

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

Lake City Bank
ABA # 074903719
Attention: <u>Rebecca Miller – Fuel Hedging</u>
Account # 1011597322

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

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

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

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

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

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

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

4. Term of Agreement; Renewal. The term of this Agreement shall commence on January 1, 2018, and, subject to Section 5 hereof, shall remain in full force and effect up to and including December 31, 2018. This Agreement may be extended beyond December 31, 2018, only if and when duly authorized and approved by the Qualified Entity and the Bond Bank, in writing, with the amended terms set forth therein.

5. Termination.

(a) In the event this Agreement is not extended beyond December 31, 2018, and any amount then remains owed and unpaid by one party to the other under this Agreement, this Agreement shall remain in full force and effect until all such amounts have been paid.

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

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

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

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

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

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

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

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

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

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

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

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

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

INDIANA BOND BANK

By: ______________________________

Kelly M. Mitchell, Chairperson Ex Officio

Attest:

____

Mark J. Wuellner, Executive Director

CITY OF MISHAWAKA, INDIANA

By: ______________________________

David A. Wood, Mayor

Attest:

____

Rebecca Miller, Controller

RESOLUTION NO. 2017-06

A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MISHAWAKA, INDIANA, RECOMMENDING THE PARTICIPATION OF SAID CITY IN THE MOTOR FUEL BUDGETING PROGRAM OF THE INDIANA BOND BANK FOR THE 2018 BUDGET YEAR, THE EXECUTION OF THE QUALIFIED ENTITY REIMBURSEMENT AGREEMENT IN CONNECTION THEREWITH AND OTHER RELATED MATTERS

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

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

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

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

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

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

WHEREAS, the Board finds that the City participated in the Program for its budget years 2009 through 2017 and is eligible to participate in the Program for its 2018 budget year; and

WHEREAS, the Board, having considered the information presented to it, finds that (i) participation in the Program will allow the City to manage and mitigate the volatility of Motor Fuel prices in order to achieve stability in the City's Motor Fuel budget for the 2018 budget year, (ii) participation in the Program will enhance the City's ability to continue to operate its motor vehicle fleet in an economical manner to assure the continued provision of municipal services to the inhabitants of the City, and (iii) the City is authorized to participate in the Program pursuant to Indiana Code 5-1.5, 36-1-4 and 36-9-6; and

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

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

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

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

WHEREAS, based upon the foregoing, the Board recommends to the Common Council of the City (the "Council") that the City should participate in the Program for the 2018 budget year, that the Agreement should be approved and that any other actions necessary to be taken to assure the City's participation in the Program for the 2018 budget year should be approved;

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

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

Section 2. The Board hereby recommends to the Council that it authorize the City to enter into the Program with the Bond Bank for the purpose of managing and mitigating the volatility of Motor Fuel prices in order to achieve budget stability for the 2018 budget year.

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

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

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

Adopted this 21 day of November, 2017.

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

____
President

____
Vice-President

____
Member

Attest:

Kari Myers
Clerk of the Board

1st Reading 11-20-17
2nd Reading
Passed
Failed
Continued To

RECEIVED
DEBORAH S. BLOCK, MMC
NOV 15 2017
CITY CLERK
MISHAWAKA, IN

PETITION 17-27

CITY OF MISHAWAKA, INDIANA

PROPOSED ORDINANCE NO. 2017-41

ORDINANCE NO. ______

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

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

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

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

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

The parcel is legally described as: A part of the West One Half (½) of the South West Quarter (¼) of Section Numbered Fourteen (14), Township Numbered Thirty-seven (37) North, Range Numbered Three (3) East which part is bounded by a line funning as follows, viz: Beginning on the West line of said Section at a point One Hundred Ninety-tree (193) feet North of the South West corner of said Section; thence running East parallel with the south line of said Section Three Hundred Nine and Seventy-one hundredths (309.71) feet; thence North parallel with the West line of said Section, One Hundred Forty and Sixty-five hundredths (140.65) feet; thence West parallel with the South line of said Section Three Hundred Nine and Seventy-one hundredths (309.71) feet; thence South along the West line of said Section One Hundred forty and Sixty-five hundredths (140.65) feet to the place of beginning, containing One (1) acre.

COMMON ADDRESS: 926 South Byrkit Avenue

which real estate is now classified as I-2 Heavy Industrial District shall hereafter be within and a part of that District known as R-1 Single Family Residential District designated in "The Zoning Ordinance of 1966" as amended.

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

1. There are multiple zonings in the immediate vicinity and many of the structures are residential in use. This property's historic use as a single family dwelling would be compatible to the area;

2. Use and value of the area adjacent to the property included in the rezoning will not be affected in a substantially adverse manner because given the context of its location, its relationship to surrounding properties, and the potential of development as an industrial

project, staff feels that the most desirable use for this property is its historical single-family use;

3. Because the parcel is located in an area of residential properties, the rezoning to R-1 Single-Family Residential is a desirable use for this property;

4. As opposed to the range of potential industrial development that could occur with its current zoning, rezoning this property to the R-1 Single Family Residential classification will have a favorable and stabilizing impact on the neighborhood, conserving property values in the immediate and surrounding residential neighborhood; and will allow the property owner to sell the home; and,

5. The City's Comprehensive Plan identifies the area as Industrial, but its historical use as a single family home is not inconsistent with the Plan.

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

PASSED by the Common Council of the City of Mishawaka, Indiana, this _________day of ____________________, 2017, at ________ o'clock ___.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

RECEIVED
DEBORAH S. BLOCK, MMC

OCT 26 2017

CITY CLERK
MISHAWAKA, IN

October 23, 2017

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

RE; PETITION TO REZONE

We, the undersigned, Michael R. and Kathrine Nisley, respectfully show that we are the owners of the following described real estate located in the City of Mishawaka, County of St. Joseph, State of Indiana., to-wit:

(Property address: 926 S. Byrkit Ave., Mishawaka, Indiana, 46544...
Legal Description: 309.71 x 140.65 FT SW COR 1 AC S ½ 14 37 3E &
N ½ 14 37 3E
Identification number: 71-09-14-351-008.000-023 / 0116-1117-4646)

We own one hundred (100%) percent of the above described parcel of land which now carries a zoning classification of **I-2 Heavy Industrial,** even though said property continues to be used as a single family dwelling.

Our desire of the said real estate is to be rezoned to **R-1 Single Family Residential.**
This property has been in my husband's family for decades. In July of 1947, Michael's uncle, Augustine DeLaruelle and wife Helen, purchased this property. In September of 1950, it was sold to Michael's parents, Maurice E. and Martha L. Nisley. This is the home that his mother and father raised their 6 children. About 7 years after the death of his father in 1986, we purchased the said property from his mother and have continued to use it as a single family dwelling, where we raised our 5 children. But, due to some unfortunate circumstances, including one of our children's battle with Ewings Sarcoma (she was dx at age 16, which thankfully she has survived now for over 14 yrs, so we were thankful to do it), we had no choice but to refinance our home a couple of times. Now, we are both on Social Security with a large housepayment largely due to a high interest rate. In the process of trying to refinance with a smaller interest rate, as well as trying to reduce the number of years, we were denied because our property is zoned industrial and they will only refinance for residential. In fact, fairly recently we learned that in the event of a fire or other natural disaster, we would not even be able to rebuild.

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

Signature of Property Owner
Michael R. Nisley

Signature of Property Owner
Kathrine Nisley

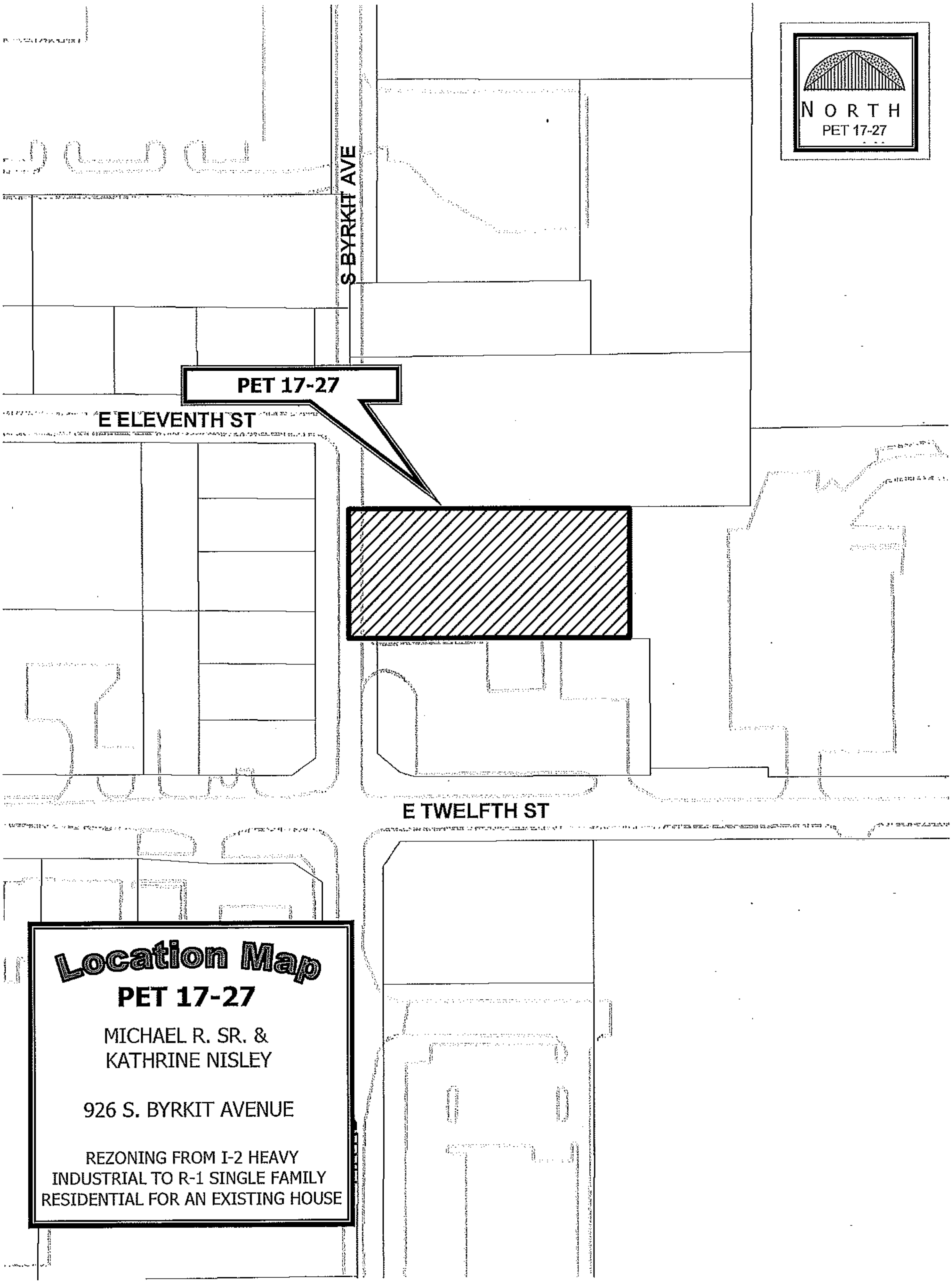
Michael R. Nisley

Kathrine Nisley

CONTACT PERSON:

Kathrine Nisley
926 S. Byrkit Ave. Mishawaka, Indiana 46544
Home phone: 574-256-0720; Cell phone: 574-514-8311
Email: Katharn070@aol.com

PET 17-26


NORTH
PET 17-27
S BYRKIT AVE
PET 17-27
E ELEVENTH ST
E TWELFTH ST
Location Map
PET 17-27
MICHAEL R. SR. &
KATHRINE NISLEY
926 S. BYRKIT AVENUE
REZONING FROM I-2 HEAVY
INDUSTRIAL TO R-1 SINGLE FAMILY
RESIDENTIAL FOR AN EXISTING HOUSE

1st Reading
2nd Reading
Passed
Failed
Continued To

PETITION #17-28

CITY OF MISHAWAKA, INDIANA

PROPOSED ORDINANCE NO. 2017-42

ORDINANCE NO. ______________

RECEIVED
DEBORAH S. BLOCK, MMC
NOV 15 2017
CITY CLERK
MISHAWAKA, IN

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

WHEREAS, Larry J. Penn of the Larry J. Penn Revocable Living Trust, Becky L. Penn of the Beckly L. Penn Revocable Living Trust, Paul D. Penn of the Paul D. Penn Revocable Living Trust, and the City of Mishawaka Board of Public Works and Safety has filed a petition for vacation of the public right-of-way described in Section 1 below;

WHEREAS, the Petitioners own all land that abuts the public right-of-way sought to be vacated;

WHEREAS, notice of the filing and petition and date of hearing on said petition has been given as required by law;

WHEREAS, the vacation will not hinder the growth or orderly development of the neighborhood;

WHEREAS, the public right-of-way sought to be vacated will not prevent access to any abutting lands by means of a public way;

WHEREAS, the vacation of the public right-of-way sought to be vacated will not hinder the public's access to a church, school, or other public building or place;

WHEREAS, the vacation of the public right-of-way sought to be vacated will not hinder the use of any public way, utility or place;

WHEREAS, the vacation of the public right-of-way does not conflict with the goals, objectives and policies of the Mishawaka Comprehensive Plan; and

WHEREAS, the Plan Commission of the City of Mishawaka, Indiana, has recommended the vacation of the public right-of-way including the imposition of reasonable conditions, to-wit, the recommendation of the department of City Planning, as hereinafter described.

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

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

A part of the Southwest Quarter of Section 26, Township 38 North, Range 3 East, City of Mishawaka, Harris Township, St. Joseph County Indiana, and being that part of the grantor's land described in Instrument Numbers 0644091 and 0647623, as recorded in the Office of the Recorder of St. Joseph County, Indiana, more particularly described as follows:

Commencing at a Harrison Monument found at the southeast corner of said quarter section, thence South 89 degrees 35 minutes 21 seconds West 330.00 feet along the south line of said quarter section to a prolonged east line of the grantor's land; thence North 00 degrees 15 minutes 10 seconds West 80.00 feet along said prolonged line and the east line of the grantor's land; thence South 89 degrees 35 minutes 21 seconds West 265.22 feet to the Point of Beginning of this description; thence South 89 degrees 35 minutes 21 seconds West 125.00 feet; thence North 45 degrees 25 minutes 10 seconds East 24.40 feet; thence North 00 degrees 24 minutes 39 seconds

West 265.00 feet; thence Northeasterly 121.32 feet along an arc to the right and having a radius of 863.51 feet and subtended by a long chord having a bearing of North 03 degrees 36 minutes 52 seconds East and a length of 121.23 feet; thence North 44 degrees 35 minutes 13 seconds West 12.61 feet; thence North 00 degrees 24 minutes 39 seconds West 60.00 feet; thence North 89 degrees 35 minutes 21 seconds East 11.18 feet; thence North 54 degrees 15 minutes 50 seconds East 15.02 feet; thence Northeasterly 131.12 feet along an arc to the right and having a radius of 863.51 feet and subtended by a long chord having a bearing of North 17 degrees 14 minutes 22 seconds East and a length of 130.99 feet; thence North 21 degrees 35 minutes 21 seconds East 188.99 feet; thence Northeasterly 110.31 feet along an arc to the left and having a radius of 773.51 feet and subtended by a long curve having a bearing of North 17 degrees 30 minutes 14 seconds East and a length of 110.21 feet; thence North 46 degrees 04 minutes 47 seconds West 11.63 feet; thence North 00 degrees 24 minutes 39 seconds West 60.00 feet; thence North 89 degrees 35 minutes 21 seconds East 16.82 feet; thence North 44 degrees 09 minutes 42 seconds East 8.49 feet; thence Northeasterly 111.10 feet along an arc to the left and having a radius of 773.51 feet and subtended by a long chord having a bearing of North 03 degrees 42 minutes 14 seconds East and a length of 111.00 feet; thence North 00 degrees 24 minutes 39 seconds West 328.02 feet; thence Northeasterly 220.35 feet along an arc to the right and having a radius of 863.51 feet and subtended by a long chord having a bearing of North 06 degrees 53 minutes 59 seconds East and a length of 219.76 feet; thence North 89 degrees 35 minutes 21 seconds East 142.04 feet; thence South 00 degrees 24 minutes 39 seconds East 215.74 feet; thence South 08 degrees 46 minutes 12 seconds West 94.01 feet; thence South 00 degrees 24 minutes 39 seconds East 256.69 feet; thence North 89 degrees 31 minutes 53 seconds West 70.20 feet; thence Southwesterly 93.87 feet along an arc to the right and having a radius of 858.51 feet and subtended by a long chord having a bearing of South 03 degrees 56 minutes 05 seconds West and a length of 93.82 feet; thence South 41 degrees 21 minutes 39 seconds East 6.67 feet; thence North 89 degrees 35 minutes 21 seconds East 10.09 feet; thence South 00 degrees 24 minutes 39 seconds East 60.00 feet; thence South 89 degrees 35 minutes 21 seconds West 20.45 feet; thence South 58 degrees 56 minutes 52 seconds West 13.62 feet; thence Southwesterly 142.57 feet along an arc to the right and having a radius of 853.51 feet and subtended by a long chord having a bearing of South 16 degrees 48 minutes 14 seconds West and a length of 142.40 feet; thence South 21 degrees 35 minutes 21 seconds West 188.99 feet; thence Southwesterly 99.82 feet along an arc to the left and having a radius of 783.51 feet and subtended by a long chord having a bearing of South 17 degrees 56 minutes 22 seconds West and a length of 99.76 feet; thence South 42 degrees 39 minutes 34 seconds East 11.96 feet; thence North 89 degrees 35 minutes 21 seconds East 10.32 feet; thence South 00 degrees 24 minutes 39 seconds East 60.00 feet; thence South 89 degrees 35 minutes 21 seconds West 23.01 feet;
thence South 47 degrees 22 minutes 26 seconds West 16.04 feet; thence Southwesterly 119.66 feet along an arc to the left and having a radius of 783.51 feet and subtended by a long chord having a bearing of South 03 degrees 57 minutes 52 seconds West and a length of 119.54 feet; thence South 00 degrees 24 minutes 39 seconds East 265.00 feet; thence South 58 degrees 41 minutes 14 seconds East 32.33 feet to the Point of Beginning and containing 4.181 acres, more or less.

COMMONLY KNOWN AS: Proposed Veteran's Parkway

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

1) The vacation and release easements will not hinder the growth or orderly development of the neighborhood. The future roadway will be shifted to the west to provide a greater separation between it and an adjacent residential driveway south of Douglas Road.
2) The vacation of the established unimproved right-of-way will not make access to any adjacent property difficult or inconvenient. The right-of-way and easements will be rededicated through the subdivision platting process providing future access to the adjacent property.

3) The street does not provide access to any church, school, public building or place and thus will not hinder the public's access to any of the aforementioned destination.
4) The proposed vacation will not hinder the use of any public way, utility or place. The existing right-of-way is currently unimproved.
5) This petition is not in specific conflict with the goals, objectives, and policies of the Comprehensive Plan. The adjacent property, which was annexed in 2012, is outside the boundaries of the Mishawaka 2000 Comprehensive Plan.

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

PASSED by the Common Council of the City of Mishawaka, Indiana, this _____ day of ________________, 2017.

____
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

RECEIVED
DEBORAH S. BLOCK, MMC

OCT 26 2017

CITY CLERK
MISHAWAKA, IN

LFA

LAWSON-FISHER ASSOCIATES P.C.

PS 17-28

OCT 23 2017

PAUL A. HUMMEL, P.E.
PIPER C. TITTLE, P.E.
MICHAEL J. GUZIK, P.E.

201610.40

GREGORY L. HOLDEN, P.E.
JON E. RIEMKE, P.E.
JEFFREY L. McKEAN, P.E.
RANDOLPH J. LINDLEY, P.E.
CHRISTOPHER J. JETER, P.E.
DENNIS A. ZEBELL, P.E.
BENJAMIN P. HOLDEN, P.E.
DAN G. DELGADO, P.E.
MICHAEL F. JOHNSTON, P.E.
JEFFREY M. BYRD, P.E.
JARED M. HUSS, P.E.
SKY K. MEDORS, P.E.
AARON W. BLANK, P.L.S., P.E.
BREAGAN P. EICHER, P.E.
RICHARD A. CHAPMAN, II, P.E.
THOMAS J. McNICHOLAS, P.E.
KEVIN J. SIEDLECKI, P.E.
CHRISTOPHER M. VANHULLE, P.E.
MICHELLE M.G. SLACK, P.L.S.
MAX WATKINS, P.E., S.E.

October 23, 2017

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

Re: Petition for Vacation of Public Right of Way-Veterans Parkway
-and-
Release of Easements

The undersigned **Larry J. Penn of the Larry J. Penn Revocable Living Trust, Becky L. Penn of the Becky L. Penn Revocable Living Trust, and Paul D. Penn of the Paul D. Penn Revocable Living Trust and City of Mishawaka, Board of Public Works** respectfully request the Mishawaka Common Council and the Mishawaka City Plan Commission to:

Vacate the following described public right of way located in the City of Mishawaka, St. Joseph County, Indiana:

A part of the Southwest Quarter of Section 26, Township 38 North, Range 3 East, City of Mishawaka, Harris Township, St. Joseph County Indiana, and being that part of the grantor's land described in Instrument Numbers 0644091 and 0647623, as recorded in the Office of the Recorder of St. Joseph County, Indiana, more particularly described as follows:

Commencing at a Harrison Monument found at the southeast corner of said quarter section, thence South 89 degrees 35 minutes 21 seconds West 330.00 feet along the south line of said quarter section to a prolonged east line of the grantor's land; thence North 00 degrees 15 minutes 10 seconds West 80.00 feet along said prolonged line and the east line of the grantor's land; thence South 89 degrees 35 minutes 21 seconds West 265.22 feet to the **Point of Beginning** of this description;
thence South 89 degrees 35 minutes 21 seconds West 125.00 feet;
thence North 45 degrees 25 minutes 10 seconds East 24.40 feet;
thence North 00 degrees 24 minutes 39 seconds West 265.00 feet;
thence Northeasterly 121.32 feet along an arc to the right and having a radius of 863.51 feet and subtended by a long chord having a bearing of North 03 degrees 36 minutes 52 seconds East and a length of 121.23 feet;
thence North 44 degrees 35 minutes 13 seconds West 12.61 feet;
thence North 00 degrees 24 minutes 39 seconds West 60.00 feet;
thence North 89 degrees 35 minutes 21 seconds East 11.18 feet;

thence North 54 degrees 15 minutes 50 seconds East 15.02 feet; thence Northeasterly 131.12 feet along an arc to the right and having a radius of 863.51 feet and subtended by a long chord having a bearing of North 17 degrees 14 minutes 22 seconds East and a length of 130.99 feet;
thence North 21 degrees 35 minutes 21 seconds East 188.99 feet;
thence Northeasterly 110.31 feet along an arc to the left and having a radius of 773.51 feet and subtended by a long curve having a bearing of North 17 degrees 30 minutes 14 seconds East and a length of 110.21 feet;
thence North 46 degrees 04 minutes 47 seconds West 11.63 feet;
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thence South 47 degrees 22 minutes 26 seconds West 16.04 feet;
thence Southwesterly 119.66 feet along an arc to the left and having a radius of 783.51 feet and subtended by a long chord having a bearing of South 03 degrees 57 minutes 52 seconds West and a length of 119.54 feet;
thence South 00 degrees 24 minutes 39 seconds East 265.00 feet;
thence South 58 degrees 41 minutes 14 seconds East 32.33 feet to the **Point of Beginning** and containing 4.181 acres, more or less.

The intent of this vacation description is to rescind the dedication of Veterans Parkway description, verbatim, as recorded in Instrument #1714652, on June 12, 2017.

AND;

Release the dedicated Non-Access and Landscape & Utility Easements, as recorded in Instrument #1714657, on June 12, 2017.

An updated configuration of Veterans Parkway and associated easements is to be dedicated through the platting process.

Petitioners further state they are the owners of the subject property and property immediately adjacent to the above-described right of way and easements.

Wherefore, the Petitioner(s) pray and respectfully request that the Common Council of the City of Mishawaka refer this matter to the Mishawaka City Plan Commission and that after hearing, an appropriate ordinance be enacted vacating the above described right of way and releasing the referenced easements located in the City of Mishawaka.

Adjacent Property Owners
Larry J. Penn, Becky L. Penn, and Paul D. Penn

(Sign) Larry J Penn
Larry J. Penn

(Sign) Paul D. Penn
Paul D. Penn

(Sign) Becky L Penn
Becky L. Penn

City of Mishawaka
Board of Public Works

(Sign)
Kenneth B. Prince, President

(Sign)
Ronald E. Watson, Member

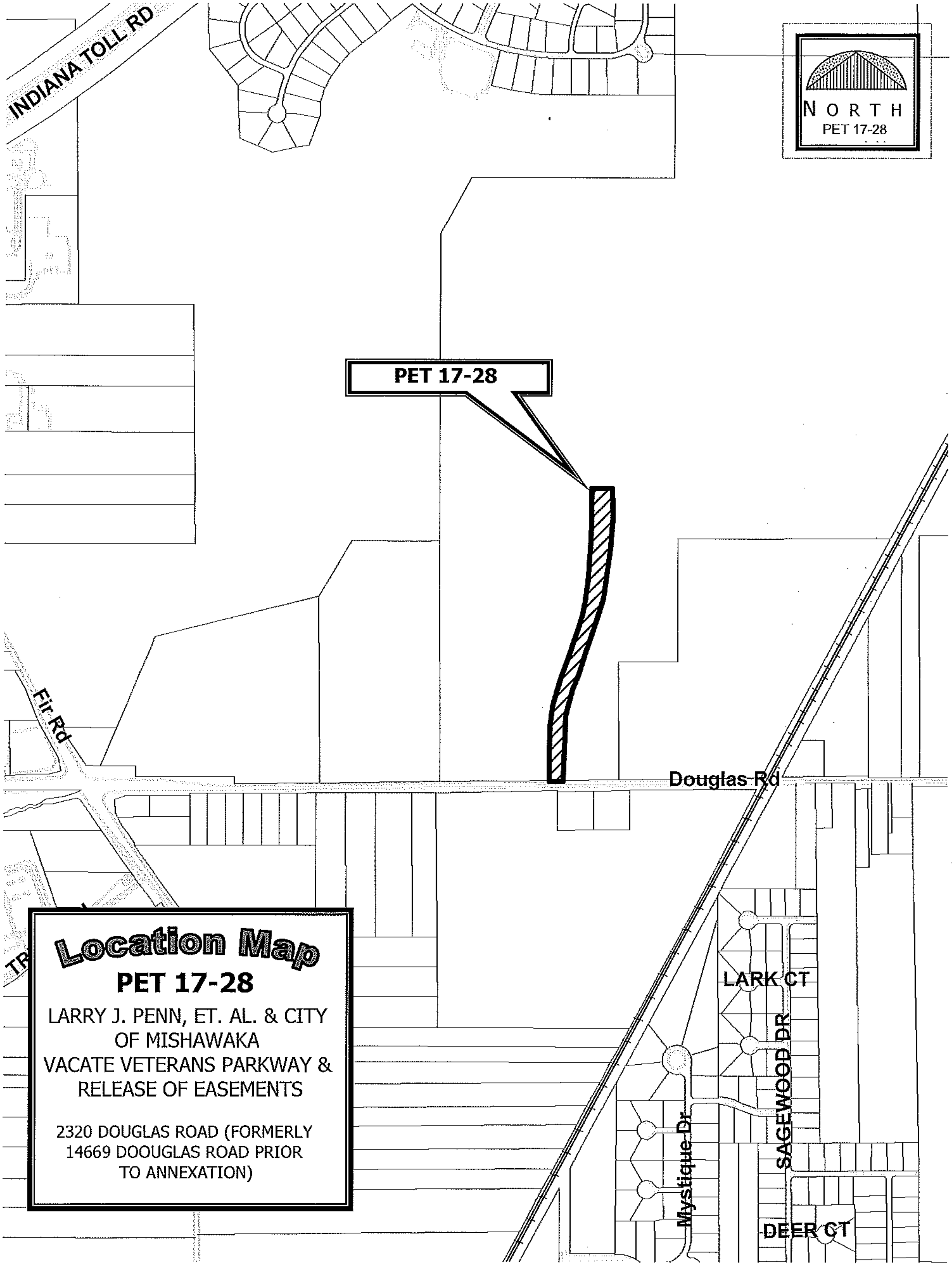
(Sign)
Rebecca S. Miller, Vice-President

(Sign) Kari Myers
Kari Myers, Clerk

CONTACT PERSON:

Aaron W. Blank, P.L.S., P.E.
Lawson-Fisher Associates P.C.
525 West Washington Avenue
South Bend, IN 46601
574-234-3167 (phone)
574-236-1330 (fax)

AWB/kcb


INDIANA TOLL RD
NORTH
PET 17-28
PET 17-28
Fir Rd
Douglas Rd
LARK CT
SAGEWOOD DR
Mystique Dr
DEER CT
Location Map
PET 17-28
LARRY J. PENN, ET. AL. & CITY OF MISHAWAKA
VACATE VETERANS PARKWAY & RELEASE OF EASEMENTS
2320 DOUGLAS ROAD (FORMERLY 14669 DOOUGLAS ROAD PRIOR TO ANNEXATION)

* * * Communication Result Report (Nov. 8. 2017 4:09PM) * * *

1) MISH Clerks Office
2)

Date/Time: Nov. 8. 2017 4:07PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
0925	Memory TX	92361330	P. 2	OK	

Reason for error
E. 1) Hang up or line fail
E. 2) Busy
E. 3) No answer
E. 4) No facsimile connection
E. 5) Exceeded max. E-mail size
E. 6) Destination does not support IP-Fax

CITY OF MISHAWAKA
Deborah S. Block, IAMC, MMC City Clerk

FACSIMILE COVER LETTER

TO: Aaron Blank From: Mary Ellen Hazen

Attn: Lawson & Fisher Fax: 574-258-1728

Fax: 574-236-1330 Date: 11-8-17

Re: Notice of Hearing Pages: including cover 2

Mary Ellen Hazen, Chief Deputy Linda Dotson Deputy

City Hall 600 East Third Street, Mishawaka, IN 46544 (574) 258-1616 (574) 258-1728

CITY OF MISHAWAKA

Deborah S. Block, IAMC, MMC City Clerk

FACSIMILE COVER LETTER

TO: Aaron Blank From: Mary Ellen Hazen

Attn: Lawson & Fisher Fax: 574-258-1728

Fax: 574-236-1330 Date: 11-8-17

Re: Notice of Hearing Pages: including cover 2

Mary Ellen Hazen, Chief Deputy Linda Dotson Deputy

City Hall 600 East Third Street, Mishawaka, IN 46544 (574) 258-1616 (574) 258-1728

City of Mishawaka

OFFICE OF THE CITY CLERK **Deborah S. Block, IAMC, MMC, City Clerk**

NOTICE OF HEARING

VACATION NO.	**2017-03**
PETITION NO.	**2017-28**
DATE of HEARING	**11-20-2017**
TIME of HEARING	**7:00PM**

A petition has been filed by Larry J. Penn, Becky L. Penn, Paul D. Penn and the City of Mishawaka to Vacate Veterans Parkway & Release of Easements.

Containing 4.181 acres, more or less, 2320 Douglas Rd formerly 14669 Douglas Rd prior to annexation.

NOTICE IS HEREBY GIVEN that a regular meeting of the Mishawaka Common Council will be held on November 20, 2017 at 7:00 pm in the Council Chambers, City Hall, 600 East Third Street, Mishawaka, Indiana. A Public hearing will be conducted on a proposed ordinance at which time any interested person may appear, be represented by agent or present in writing any reasons they may have for the granting or denying of a proposed ordinance. You are requested to prepare your case, in detail, and present all evidence relating to this proposed ordinance at the time of scheduled hearing.

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.

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

NOTICE OF HEARING
VACATION NO. 2017-03
PETITION NO. 2017-28
DATE of HEARING 11-20-2017
TIME of HEARING 7:00PM

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

21--

State of Indiana St. Joseph County

Personally Appeared Before Me The Undersigned:

Nancy Nich

Legal Clerk of the **MISHAWAKA ENTERPRISE**, a public newspaper of general circulation, published in the city of Mishawaka in the County aforesaid, who being duly sworn, upon her oath saith, that the notice of which she attached is the true copy, was duly published in the **Mishawaka Enterprise** for:

_XX_ One _ TWO _THREE

times successively to-wit:

On the _9th_ day of _November_, 2017, and

On the _____ day of _______, 2017, and

On the _____ day of _______, 2017

Subscribed & Sworn To Before Me
This _9th_ day of _November_, 2017

William L. Nich, Notary Public
Residing in Elkhart County
My Commission Expires 5/30/2019

CHARGES: $ 23.48