

**LAPORTE COUNTY REDEVELOPMENT COMMISSION MEETING AGENDA**  
**WEDNESDAY, DECEMBER 15, 2021, 4:00 P.M.**

**AMENDED NOTICE TO INCLUDE NOTIFICATION OF ELECTRONIC PARTICIPATION AND TO ALLOW THE PUBLIC TO ATTEND ELECTRONICALLY PURSUANT TO STATE EXECUTIVE ORDER.**

If any member of the public wishes to attend the meeting electronically, the meeting will be available on Zoom, which can be accessed for free on the internet at <https://zoom.us/> and then click the "Join a Meeting" tab followed by the meeting ID 94612378195 password 528228. You can also download the free Zoom app to your smartphone and join the meeting via the app.

1. Call the meeting to order.
2. Pledge of Allegiance
3. Roll call.
4. Approval of the agenda
5. Public comment
6. Communications
7. Minutes
8. Treasurer's report
9. Claims

<u>TIF</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTALS</u>
KIDC	Barnes & Thornburg	Legal Services Inv#2543689	\$1,360.00	
	MCR Partners	December '21 Professional Services	\$3,000.00	
	Thomas & Associates	November '21 Professional Services	\$581.75	
	Friedman & Associates	Litigation Legal Services Inv#10695	\$360.00	
	Herald-Dispatch	November '21 Legal Notice	\$25.40	
			<b>Subtotal</b>	
US421#1	Mitch Bishop	December '21 Professional Services	\$833.34	
	Thomas & Associates	November '21 Professional Services	\$581.75	
	MCR Partners	December '21 Professional Services	\$2,000.00	
	Weaver Consultants Group	Easement Procurement	\$359.00	
			<b>Subtotal</b>	
39 North	MCR Partners	December '21 Professional Services	\$1,000.00	
	Friedman & Associates	December '21 Legal Services	\$1,500.00	
			<b>Subtotal</b>	
			<b>TOTAL OF CLAIMS</b>	<b>\$11,601.24</b>

10. Old Business:
  - a. 421/194 TIF project update- Matt Reardon; MCR – bid tabulation
  - b. KIP update – Matt Reardon; MCR
  - c. 39N update- Matt Reardon; MCR
  - d. 35/94 TIF– Matt Reardon; MCR
11. New Business:
  - a. Consider LPCRDC 2021 meeting schedule
  - b. Consider. MCR Partners 2022 contract
  - c. Consider Mitch Bishop 2022 contract
  - d. Consider Thomas & Associates 2022 contract
  - e. Consider Cender/Dalton Municipal Advisors 2022 agreement general financial advisory services
  - f. Consider Cender/Dalton Municipal Advisors 2022 agreement I-94 TIF Bond financial advisory services
  - g. Consider contract with Friedman & Associates P.C. for 2022
12. Other Business:
13. Adjourn

## DECEMBER 2021 LPCRDC COMMUNICATIONS

- BT invoice
- MCR re: 2022 contract
- Auditor request for Treasurer report
- Distributed Indiana Business Journal article distributed to RDC/OCED
- Cender/Dalton 2 agreements printed/posted on December 2021 agenda
- Vendor request
- Bishop COVID monitoring ltr. Text,
- Friedman & Associates contract
- Marci/Cooley request for Resolution



December 2, 2021

Joie Winski, County Treasurer  
LaPorte County  
809 State Street  
LaPorte, IN 46350

RE: Grant Monitoring Results  
Community Development Block Grant: **CV-CV1-230**

Dear County Treasurer Winski:

Grant Services has conducted a monitoring review of the grant awarded to **LaPorte County** for a **Community Development Block Grant**. The review was conducted by **John Hayden**, Program Manager on **December 2, 2021**.

The monitoring review began with the submittal of the Grantee Performance Report (Closeout Form 1) by **Mitchell Bishop**, Grant Administrator, which we received on **September 28, 2021**.

**We are pleased to report that we had no findings of program deficiency on this project.** The detailed results of our review are recorded in the attached Summary of Monitoring Results.

This grant is now ready to proceed to the next step of the grant close out process. Please submit Financial Settlement/Expenditure Report (Closeout Form 2) and Administrative Closeout (Closeout Form 3) on or before **January 2, 2022**.

Should you have questions regarding the monitoring or closeout process, please call me at (317) 752-3422. You may refer to the CDBG Handbook Chapter 11: Closeout and Monitoring, located at <http://www.in.gov/ocra>, for additional information.

Sincerely,

A handwritten signature in black ink that reads "J. Hayden".

John Hayden  
Program Manager  
Grant Services Division

cc: Mitchell Bishop

## **Summary of Monitoring Results**

### **LaPorte County – CV-CV1-230**

#### **Eligibility and National Objectives**

The purpose of the fundability review is to ensure that the Grantee able to demonstrate that each activity that was funded meets a national objective under Section 570.483 of the program regulations and is eligible under Section 570.201 of the Code of Federal Regulations, as amended, both at the time of initial determination for funding and throughout the implementation of the activity.

- Our analysis consisted of a review of all grant documents to determine that each activity was eligible under Section 570.201 of the Regulations and met a national objective under Section 570.483 of the program regulation.
- Our review determined that all activities met all requirements.

#### **Labor Standards**

Section 570.603 of the Federal Code states that labor standards apply to non-volunteer labor financed in whole or in part with assistance received. Labor records, including payrolls and timesheets must be carefully maintained and available for review at any time.

- This section is not applicable to the grant.

#### **Environmental Review**

Under 24 CFR part 58 – Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities of the Code of Federal Regulations, specifies that the grantee must fulfill their environmental responsibilities in a timely manner. Documents must be submitted and approved by OCRA's Environmental Review specialist by the deadline given in the grant agreement.

- Our analysis consisted of reviewing the documents that were submitted throughout the grant process.
- We have thoroughly examined all required documents to determine there are not any program deficiencies to report at this time.

#### **Acquisition**

Contained within 49 CFR part 24 subpart B of the Code of Federal Regulations, all of the acquisition applicable procedures are set forth by the Federal Uniform Relocation and Real Property Acquisition Policies Act (URA). The objectives of the URA are: to ensure that owners of real property to be acquired for Community Development Block Grant (CDBG)-assisted projects are treated fairly and consistently; to encourage and expedite acquisition by agreements with property owners; to minimize litigation; and to ensure that persons displaced from their homes or places of business as a result of CDBG-assisted activities are treated consistently and equitably and do not suffer disproportionate injury as the result of a project designed for the benefit of the public as a whole.

- This section is not applicable to the grant.

## **Summary of Monitoring Results**

### **LaPorte County – CV-CV1-230**

#### **Civil Rights**

Within Section 109 of Title I of the Housing and Community Development Act, provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. This includes but is not limited to civil rights, section 3, fair housing, affirmatively furthering fair housing and the solicitation of minority owned businesses.

- The Grantee has no reported deficiencies in the area of Equal Employment Opportunity. A review of the Grantee's Fair Housing Policies revealed that there have been no complaints of bias in housing.
- A Fair Housing Ordinance has been adopted by the Grantee, Fair Housing Posters are displayed, and the Grantee is prepared to continue to follow all regulations regarding fair housing in the area.
- Our review determined that there are not any program deficiencies to report at this time.

#### **Procurement**

In accordance with Section 85.36 of the Federal Code, when procuring property and services the grantee must comply with Federal law and standards identified in this section. Records must be maintained of soliciting grant administration, engineering and/or architectural, construction services or any other professional services procured with federal dollars. These records must be available upon request.

- Bid documentation and legal advertisements for the grant administration, architecture and/or engineering and construction services were available for review.
- Proposals from the appropriate quantity of Minority and Women Business Enterprises were solicited by certified mail for the grant administration, engineering and/or architecture and construction services for this project.
- Our review determined that there are not any program deficiencies to report at this time.

#### **Financial Management**

In accordance with Section 85.50 of the Federal Code, the grantee must submit general information and reports relating to the Closeout process of the grant agreement. The submittal of the Grantee Performance Report (Closeout Form 1) initiates the Closeout process.

- Financial documentation for claims, draws, invoices and payments were present.
- Our review determined that there are not any program deficiencies to report at this time.

LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES  
NOVEMBER 17, 2021

**AMENDED NOTICE TO INCLUDE NOTIFICATION OF ELECTRONIC PARTICIPATION AND TO ALLOW THE PUBLIC TO ATTEND ELECTRONICALLY PURSUANT TO STATE EXECUTIVE ORDER.**

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The La Porte County Redevelopment Commission in-person and Zoom meeting was held on Wednesday, November 17, 2021, at 4 P.M. (CDT), in Room #3, County Complex.

**CALL TO ORDER**

Meeting called to order by President; Randy Novak, at 4:01P.M.

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was recited.

**ROLL CALL**

Randy Novak – Present  
Joe Coar – Present  
Rich Mrozinski – Present  
Terry Larson – Absent  
Scott Cooley – Present  
Michael Mollenhauer – Absent  
Michael Rosenbaum – Present  
Jan Ribordy, Ex-Officio -Present

Others Present: Attorney Shaw Friedman, Matt Reardon; MCR Partners, Tony Rodriguez; Director Office of Community and Economic Development, Mitch Bishop; County Planner, Commissioner Joe Haney, Michael Seitz; Retention & Expansion Coordinator, John Smith; USi Engineering, Mary Jane Thomas; Thomas & Associates, Viviana Plaza; Office of Community and Economic Development.

**Approval of the Agenda**

Joe Coar motioned to approve the agenda as presented. Scott Cooley seconded the motion. The motion carried unanimously.

**PUBLIC COMMENT**

None

**COMMUNICATIONS**

- Call MCR 180/90 TIF re: scheduling confirmatory resolution PH
- Call Mitch re: 2022 contract
- Mitch email re: Auditor payment schedule for remainder of year
- Call RDC President re: 2021 invoice payments
- Legal notice proof of publication

**LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES  
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- Auditor request for Treasurer report
- Printed TIF Maps/added to files Viviana placed on webpage
- 421 bid tab from Mitch, printed/filed
- Barnes & Thornburg letter outstanding invoices, reconciled, none outstanding
- Resolution 2021-04 to MCR, RDC Attorney and Marci
- Bishop COVID hearing minutes texts
- Auditor's office re: RDC Claims submission in Dec.
- Web page updates

**Approval of Minutes**

Scott Cooley motioned to approve the October 27, 2021, meeting minutes, as presented. Joe Coar seconded the motion. The motion carried unanimously.

**TREASURER'S REPORT**

- KIDC TIF-\$43,262.00
- 421/I-94 TIF #1 -\$502,663.00
- 421/I-94 TIF #2-\$95,536.00
- 39 N TIF-\$70,733.00

Joe Coar motioned to approve the Treasurer's Report as presented. Michael Rosenbaum seconded the motion. The motion carried unanimously.

**CLAIMS**

<u>TIF</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTALS</u>
KIDC	Barnes & Thornburg	Legal Services Inv#2529892	\$412.00	
	MCR Partners	November '21 Professional Services	\$3,000.00	
	Thomas & Associates	October '21 Professional Services	\$464.75	
	Friedman & Associates	Litigation Legal Services Inv#10679	\$637.50	
		<b>Subtotal</b>		\$4,514.25
US421#1	Mitch Bishop	November '21 Professional Services	\$833.33	
	Herald-Dispatch	October '21 Bid Advertisement	\$40.71	
	Thomas & Associates	October '21 Professional Services	\$464.75	
	MCR Partners	November '21 Professional Services	\$2,000.00	
	Friedman & Associates	November '21 Legal Services	\$1,500.00	
		<b>Subtotal</b>		\$4,838.79
39 North	MCR Partners	November '21 Professional Services	\$1,000.00	
	Thomas & Associates	October '21 Professional Services	\$455.00	
	Herald-Dispatch	October '21 Legal Notices	\$25.40	
		<b>Subtotal</b>		\$1,480.40
<b>TOTAL OF CLAIMS</b>				<b>\$10,833.44</b>

LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES  
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President Novak read the claims as presented for payment for the Kingsbury Industrial Park TIF (KIDC) area on the Claim Docket. After some discussion, Michael Rosenbaum motioned to approve the KIDC TIF area claims in the amount of \$4,514.25. Scott Cooley seconded the motion. The motion carried unanimously.

President Novak read the claims as presented for payment for the US 421 #1 TIF area from the Claim Docket. Joe Coar motioned to approve the US 421 #1 TIF area claims in the amount of \$4,83.79. Michael Rosenbaum seconded the motion. The motion carried unanimously.

President Novak read the claims as presented for payment for the 39 North TIF area from the Claim Docket. Michael Rosenbaum motioned to approve the 39 North TIF area claims in the amount of \$1,480.40. Scott Cooley seconded the motion. The motion carried unanimously.

**OLD BUSINESS**

**A. 421/I94 TIF Project Update – Matt Reardon; MCR Partners**

Matt Reardon: MCR Partners reported on the 421 Utility Infrastructure bids the RDC received last month. The lowest bidder was D & M Excavating in the amount of \$4,900,000.00. The bid is good for 120 days from the date of bid opening. The project is in limbo until the County decides on the use of the ARPA funds. 421 Partners has plans to construct a 300,000 square foot building, adding a potential 24 million in assessed value to the 421 Allocation Area 1 TIF. VS Engineering is preparing documents. The LPC Plan Commission will review the project at their November 23, 2021, meeting Love's is ready to begin in Spring 2022, waiting on utilities. Weaver Group is proceeding with carefully with the land procurement services. Weaver Group has scheduled a December 2, 2021, meeting with property owners regard land procurement for the project. Michael Seitz reported he had a site with Vanair today. Vanair stated a potential expansion at this location is in their future. La Porte County is ready to assist.

**B. KIP Update – Matt Reardon; MCR Partners**

MCR; Matt Reardon reported no word on READI grant. Number of KIP are uncountable. Three (3) large projects are currently considering KIP. IEDC has upped their marketing of KIP. RDC Attorney Friedman reported Rinker mediation on hold as buyer Attorney moving forward with a 103 transfer by end of first quarter of 2022.

**C. 39 N Update- Matt Reardon; MCR Partners**

Matt Reardon: MCR reported work continues gaining support for the project. 39 N property is hot right now. 10-15 site selection responses have been completed for 39 N sites. There have been several site visits, interest in activating rail to the site, with some uses exceeding the light industrial zoning classification.

Commissioner Mrozinski stated he is going to the County Council meeting tonight to ask consideration for ARPA funding to be used for water, sewer, and broadband project. Joe Coar said ARPA is an important part of the 35 North, KIP, South of 30 and 39 N potential to explode. La Porte



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County needs to move forward with there developments. RDC Attorney Friedman reminded the RDC that Major Moves Fund dollar have potential to be paired with ARPA funds for projects.

**D. 35/I94 TIF Update - Matt Reardon; MCR Partners**

MCR; Matt Reardon reported the RDC approved Declaratory Resolution was passed onto the La Porte County Plan Commission. As the County Council is not scheduled to meet in December, the RDC consideration of the Confirmatory Resolution will likely be in early 2022.

**NEW BUSINESS:**

**A. LPCRDC December 29,2021 meeting date consideration to change date to December 15**

After some discussion, Michael Rosenbaum motioned to change the December 29, 2021, to December 15, 2021. Joe Coar seconded the motion. The motion carried unanimously.

**OTHER BUSINESS:**

Housing TI F or HoTIF opportunity is available to the RDC. The Director of the OCED and MCR are looking for locations and a developer for a housing project that is eligible for HoTIF funds. This is one shot opportunity for eligible entities. It helps put in infrastructure, encouraging housing developer to look at La Porte County.

The RDC discussed how Regional Sewer District fee fit into project development. The Regional Sewer District fees are for the district operational expenses, currently. RDC Attorney Friedman stated the RDC waived jurisdiction for utilities in an informal agreement with Regional Sewer District.

It was announced Valley Hills Golf Course acreage is proposed to be transformed into 300 housing sites. The developer has not asked RDC assistance, but needs rezoning, then plat committee review.

Joe Coar stated development using TIF support jobs, taxes, and construction. The RDC continued close working relationship with the Regional Sewer District is vital to future development in La Porte County.

Mitch Bishop, Regional Sewer District Board President, stated without wastewater treatment plant improvements Saugany Lake can be serviced, with wastewater treatment plant improvement, Saugany and Hudson Lake can be serviced.

**ADJOURNMENT**

Joe Coar motioned to adjourn the meeting at 4:37PM. Scott Cooley seconded the motion. The motion carried unanimously. The next meeting will be held on December 15, 2021.

LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES  
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Randy Novak  
President

Attest:

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Michael Rosenbaum  
Secretary

LaPorte County Redevelopment Commission  
 Monthly Financial Snapshot – December 15, 2021  
 Claims Approved per RDC Docket

	US 421 AA#1	US 421 AA#2 (RESTRICTED)	KIDC	39 N AA
<i>This report includes claims being considered on the December 15<sup>th</sup> meeting's agenda.</i>	YTD Revenue/Expenditures	YTD Revenue/Expenditures	YTD Revenue/Expenditures	YTD Revenue/Expenditures
<b>Beginning Balance – Jan 1, 2021</b>	\$414,910	\$226,941	\$112,735	\$71,664
<b>YTD Revenues</b>				
TIF Revenues	\$146,302	\$158,670	\$99,148	\$20,254
Other Revenues, Interest Income, etc.				
<b>Revenue Sub – Total</b>	\$146,302	\$158,670	\$99,148	\$20,254
<b>YTD Expenditures</b>				
Cender – RDC Financial Advisory Services (\$20,000 annually)	\$4,215		\$1,270	\$1,066
Cender – Financial Serv-421 Bond Financing				
SEH – Financial Serv-194/421 Project				
RQAW – 421 Watermain Design				
RQAW – 421 Sanitary Design (Estimate) (Amendment #1)				
*RQAW – 421 Surveyor Related Work (Amendment #1)				
*RQAW – 421 Appraisals (Amendment #1)				
RQAW - Reimbursables				
Weaver Group (Amended)–421 Easements	\$1,267			
Lochner – 421 Construction Engineering				
Friedman – Monthly Retainer (\$1,500/mo)	\$7,500		\$4,500	\$6,000
Friedman/Clark/Beall NIPSCO Proceedings				
The Antero Group – 421 Utility Design Review				
Ice Miller – 421/94 Bond Counsel (\$340-\$645/hr)				
PiperJaffray – 421/94 Bond Underwriter				
Cardno – KIP Wetland Monitoring				
MCR Partners, LLC	\$39,000		\$21,000	\$12,000
Thomas & Associates, LLC – Administrative/Grant Services	\$5,964		\$3,877	\$4,569
Mitch Bishop	\$4,166		\$833	
Other Legal Services, i.e...litigation, out of pocket, etc.			\$225	
<b>Other Services and Charges</b>				
Legal Ad/Publication Fees (Herald – Dispatch, etc.)	\$211		\$105	\$50
KIP Condemnation (appraisal, court, legal services, etc)			\$129,660	
Dues, Membership Fees				
Fund Reimbursement -North American Sign Company			\$12,478	
<b>Debt Service</b>		(1)\$290,575		
<b>Capital</b>				
<b>Loans</b>			(2)	
<b>Expenditure Sub – Total</b>	\$62,323	\$290,575	\$173,948	\$23,685
<b>Ending Balance – December 15, 2021</b>	\$498,889	\$95,036	\$37,935	\$68,233

(1) Payments on debt service will be limited to TIF revenues collected (2) RDC is deferring repayment of Major Moves Loan for KIP until such time as a major development occurs

**LaPorte County Redevelopment Commission**  
**Approved/Budgeted Contract Completion Status – December 15, 2021**

<i>This report includes claims being considered on the December 15<sup>th</sup> meeting's agenda.</i>	<b>Budgeted / Approved</b>	<b>2018 Paid</b>	<b>2019 Paid</b>	<b>2020 Paid</b>	<b>2021 Paid</b>	<b>Remaining on Contract/Approved Amt</b>
<b>Professional Services Contracts or Approved</b>						
<b>US 421 AA#1</b>						
Cender – Financial Serv-Bond Financing	\$34,000	\$13,830	\$893	\$450		\$18,827
RQAW – Watermain Design	\$210,000	\$178,500	\$31,500			\$0
*RQAW – Sanitary Design (Estimate) (Amendment)	\$100,000		\$141,919			-\$41,919
*RQAW – Surveyor Related Work (Amendment)	\$77,350	\$68,950	\$8,400			\$0
*RQAW – Appraisals (Amendment)	\$26,000		\$15,300			\$10,700
**Weaver Group (Amended) – Geo & Easements	\$42,050	\$1,091	\$21,262		\$908	\$18,789
Weaver Group – Land Acquisition Sept '21	\$34,300				\$359	\$33,941
The Antero Group – Utility Design Review	\$8,500		\$8,500			\$0
Lochner – Construction Engineering	\$241,500					\$241,500
PiperJaffray – Bond Underwriter	\$36,000					\$36,000
<b>Total</b>	<b>\$809,700</b>	<b>\$262,371</b>	<b>\$227,774</b>	<b>\$450</b>	<b>\$1,267</b>	<b>\$317,838</b>
<b>KIDC</b>						
Cardno – KIP Wetland Monitoring	\$4,200	\$2,912	\$191			\$1,097
Kingsbury Utility Corp. (Annual charge)	\$4,200					\$4,200
Friedman/Beall NIPSCO Proceedings	\$7,000	\$6,116	\$3,380			-\$2,496
<b>Total</b>	<b>\$15,400</b>	<b>\$9,028</b>	<b>\$3,571</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,801</b>

\*See table below for the RQAW 421 Contract Amendment #1 detail of payments

\*\*See table below for the Weaver Consultants Group 421 Contract Amendment #1 detail of payments

**RQAW Contract Amendment #1 (dated 11/19/18)**

<b>Task</b>	<b>Amendment #1 Contract Amount</b>	<b>Paid Amount to Date</b>
Survey (Estimate)	\$61,600 + easement requirements (Estimated @ \$77,350)	\$77,350
Appraisal (Estimate)	\$26,000 (Estimate)	\$15,300
Sanitary Design	Time & Materials, tasks as directed by the County Engineer (RQAW has increased estimated amount on 2/28/19 invoice from \$100,000 to \$125,000, RQAW has increased estimated amount on 3/31/19 invoice from \$125,000 to \$150,000, RQAW has increased estimated amount on 6/30/19 invoice from \$150,000 to \$166,665)	\$141,919

**Weaver Consultants Group Contract Amendment #1 (dated 11/16/18)**

<b>Task</b>	<b>Amendment #1 Contract Amount (Total \$42,050)</b>	<b>Paid Amount to Date</b>
Geotechnical Fees	\$12,700 (Completed prior to amendment)	\$12,700
Land Acquisition Fees	\$25,850 – Perform Land Acquisition Scope for 21 parcels on a Time & Material basis NOT TO EXCEED based on <i>time commencing on 11/26/18</i>	\$10,561
	\$3,500 – Lift Station Property Acquisition	\$0.00

- The following amounts represent services provided and billed prior to the Weaver contract amendment and are not included in Weaver table above : Survey Fees \$1,709.00 Land Acquisition \$9,793.55



**La Porte County Redevelopment Commission**

**2021 Meeting Schedule**

January 26

February 23

March 30

April 27

May 25

June 29

July 27

August 31

September 28

October 26

November 16

December 14

**All meetings are held the last Wednesday of each month, except November and December, at 4 p.m., in the County Complex Building, Meeting Room #3.**



## MCR Partners LLC

November 19, 2021

LaPorte County Redevelopment Commission

C/O LaPorte County Commissioners

555 Michigan Avenue Ste 202

LaPorte, IN 46350

RE: Economic Development and Redevelopment Coordination Services-LaPorte County Proposal/Contract for Professional Services

Thank you again for the opportunity to work with LaPorte County on economic development and redevelopment projects. 2021 was a rebuilding year with challenging opportunities. We expect 2022 to be a year where the investments and diligent work across all department, Council and Commissioners will result in increased activity by the private sector.

- Finalization of 421/94 project up to construction finance
- Finalized KIP IEDC construction project at KIP
- Finalized acquisition of property for Kingsbury Industrial Park-Rail Bridge Connection
- Finalist for RDA READI Grant for KIP bridge infrastructure
- Participated in information gathering and support for two 39 North grant requests
- Participated in information gathering and support for two 421/94 grant requests
- Assisted with Northpoint Midwest Business Center (100% occupied)
- Drafted the I-94 US 35 Economic Development Area Plan and Tax Impact
- Participation with the Office of Community and Economic Development reviewing 60 plus separate site selection requests locations in LaPorte County including preparation of specific detail on utilities, tax impact and potential incentives for each location.

### OUR FIRM:

MCR Partners, LLC. (MCR) has over 25 years of experience in private and non-profit business interests, economic development, finance, credits and incentives, real estate transactions, and site selection, planning and capital projects management will provide the technical assistance to help you excel.

Additionally, MCR is partners with Bradley Company (I am also a licensed commercial broker) and HWC Engineering a full service planning, engineering and design firm, which will provide additional levels of expertise when reviewing public and private transactions.

OUR APPROACH/SCOPE OF SERVICE:

Having assisted in the creation of the three existing redevelopment/economic development areas, as well as several other signification initiatives, we have an understanding of the opportunities and challenges in LaPorte County.

We will utilize previous experience, working in cooperation with the community and propose the following for a period of twelve (12) months starting on January 1, 2022 and ending on December 31, 2022.

- Specific responsibility for proposing, responding, analyzing, and project management for  
421/94 Economic Development Area,  
Kingsbury Industrial Park Economic Development Area (KIP),  
39 North Economic Development Area,  
I-94 US 35 Economic Development Area,  
And any other recommended economic development or redevelopment area(s) being contemplated by County leadership
- Coordinate closely with Office of Community Economic Development, Planning and Engineering departments with development and redevelopment opportunities including lead response and packaging, incentive calculations and general responsiveness to the Redevelopment Commission, County Council and Redevelopment Commission
- Working with your department heads, coordinate property ownership in targeted areas, and establish planning overlays for potential investment linked with public incentives
- Provide professional services management for redevelopment projects including public involvement with regard to property tax abatements, use of County Economic Development Income Tax (CEDIT) Tax increment financing and other public/private partnerships
- Seek investors that are in accord with current and future plans for LaPorte County
- Develop Non-Disclosure Agreements for specific properties, review status of properties with regard to solvency, tenancy, taxes and liens. Provide a Broker Opinion of Value (BOV) for facilities/properties
- Review and provide planning documentation for the creation of new economic development areas and allocation areas based on project demand and opportunity
- Work in cooperation with your legal counsel on documentation regarding transparency and use of public funding for economic development and redevelopment
- Develop a sales/lease divesture strategy for the subject sites in cooperation with

existing land owners and County owned properties.

- Prep for and facilitate meeting(s) with interested brokers/investors and site selection professionals
- Working with Auditor, Assessor, Surveyor and Recorder to determine project risk, opportunities and compliance
- Direct implementation of existing planning efforts by the Redevelopment Commission and as well as other interested governmental agencies
- Direct interface with agencies regarding development submittals, including meetings with Federal, State and local officials to seek alternative funding sources for projects
- Assist in reviewing planning and development submittals to identify development barriers, infrastructure needs and financial viability
- Working with Redevelopment Commission, Economic Development office, County Council to make recommendations for projects relative to feasibility, timeline, local financial participation and other leverage sources
- Provide updates regarding funding, development opportunities at monthly meetings
- Operate out of the Office of Economic Development no less than 8 hours per week (over two days)
- Attendance at meetings as requested by president of the Commission including Commissioners, County Council, Redevelopment, and Planning meetings.

#### FEES FOR SERVICE

The fees for service will be a flat fee not to exceed \$6,000.00 per month. This fee structure would include all normal time, material and expenses. Should the Commissioners/RDC require travel out of State and or is targeted toward specific prospect, prior to attending any meetings and or events, an agreed upon amount for reimbursement will be approved by the authorizing body.



**GENERAL CONDITIONS:**

This Contract for Services is made effective as of \_\_\_\_\_, by and between the LaPorte County Redevelopment Commission, 555 Michigan Avenue Ste 202 LaPorte, IN 46350 (The County) and MCR Partners LLC ("MCR") of 5920 Hohman Avenue, Hammond, Indiana 46320.

1. DESCRIPTION OF SERVICES. Beginning on \_\_\_\_\_, MCR will provide to The County the services described herein (collectively, the "Services").

2. PAYMENT. Payment shall be made to MCR Partners LLC, 5920 Hohman Avenue Hammond, Indiana 46320.

The County agrees to pay MCR as follows:

Execution of this agreement will serve as a notice to proceed.

As services are performed, MCR will provide The County with invoices on a monthly basis. The invoices will provide detailed description of work tasks pursuant to the proposed scope of services. The County shall remit payment in equal amounts at the end of every month starting in January 1, 2021.

3. TERM. This Contract will terminate automatically upon completion by MCR of the Services required by this Contract and or December 31, 2021, unless explicitly extended by the LaPorte Redevelopment Commission. Further, this agreement may be terminated by either party for convenience on 30 day written notice and payment for actual work performed under this contract shall be payable upon contract termination.

Upon termination of this Contract, MCR will return to the County all records, notes, documentation and other items that were used, created, or controlled by MCR during the term of this Contract.

4. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

5. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall

describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

6. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

7. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

8. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

9. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

10. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Indiana.

11. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

12. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

13. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

14. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

This AGREEMENT makes no representations or guarantees regarding the disposition of any matters worked on by MCR for The County.

- E-VERIFY

MCR (CONSULTANT) agrees to enroll in and verify the work eligibility status of all newly hired employees of MCR (CONSULTANT) through the E-Verify program, provided that MCR (CONSULTANT) is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists.

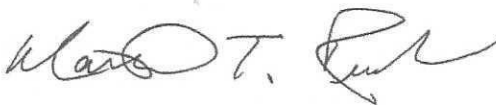
- INVESTMENT IN IRAN CERTIFICATE

MCR (CONSULTANT) certifies that they are not engaged in investment activities in Iran.

If this proposal meets your needs please indicate your approval and acceptance by having this proposal dated, signed and returned.

Should you have any questions or concerns with regard to the matters discussed in this proposal, please do not hesitate to contact me at 219.741.9511.

Sincerely,



Matthew Reardon EDFP  
Partner, MCR Partners LLC  
Broker-Bradley Co

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

LaPorte County Redevelopment Commission

By: \_\_\_\_\_  
Printed Name Signature

Title: \_\_\_\_\_

Cc: LaPorte County Council  
LaPorte County Commissioners  
File

11/3/2021

Randy Novak, RDC President

**Re: Planner's RDC Proposal**

Dear Mr. Novak:

I am pleased to present this proposal for professional support services related to projects initiated by the RDC board or their representatives. I am seeking to formalize our partnership in a similar to the structure of neighboring communities of Michigan City and Porter County.

As you are aware, I have participated on projects in one the Counties TIF Districts, Some past/current work assignments include the following:

- Drafting the TIGER Grant for KIP Industrial Park;
- Receiving an INDOT grant for entrance signage into KIP industrial Park;
- Project management/grant administration for entrance signs into the KIP;
- Drafting the Economic Development Area Plan for the second US 421 TIF South District;
- Recommendation of engineering firms for 421/94 sewer/water project, conducting pre-bid meetings for sewer/water projects, negotiating prices with vendors/contractors for the RDC, reviewing bids and creating bid tabulations, assisting with grants paperwork and administration for RDC projects;
- Meeting with private individuals/businesses and INDOT/FHWA and others on behalf of the 300 north/421 sewer/water project;
- Review plan sets for acceptance with land use/zoning standards with the Counties Comprehensive plan and Joint Zoning Ordinance. Give suggestions/recommendations to developers/investors based on them;
- Site selection analysis for Helena Chemical in KIP using GIS software;
- Creating a Zoning Overlay District for the KIP Industrial Park and revising all zoning maps;
- Laying out traffic counters and coordinating with INDOT for a traffic analysis for future signalized intersection on SR2 and 500 W.
- Grant administration of the (2) OCRA Job Retention Grant totalling \$500,000

I propose to do more of the same for the RDC board through this annual contract. For your use and review, I included below a Scope of Work and Fee Estimate along with my current resume. I'm open to discussion on any element of this proposal.

#### **SCOPE OF WORK**

The below Scope of Work is based on my understanding my responsibilities:

- General RDC professional support related to project development and delivery;
- Assist with project management and grant administration;
- Assist with planning support related to land use and zoning questions by developers;

- Assist RDC Director, other professional RDC representatives and staff/Board members as needed;
- Work items similiar in nature to those listed above;
- Assist with project infrastructure design and approvals;

### ***SCHEDULE AND DELIVERABLES***

As needed, from time to time.

### ***FEE ESTIMATE***

I will provide the services discussed in the Scope of Work for an annual stipend of \$10,000/per year. Project fees are based on the Scope of Work included herein. Commensation shall be paid annually at a time/date acceptable to both parties.

### ***AUTHORIZATION***

Should this proposal meet your expectations, please authorize by signing in the space provided below. Authorization of this proposal indicates compliance with the attached Terms and Conditions. This proposal is valid for (90) days from the date of issuance. Alterations to this proposal may only be made with the consent of both myself and the RDA board.

### **CANCELLATION**

This agreement may be cancelled with 30-day notice by wither party.

I appreciate this opportunity. Should you have any questions regarding this proposal, please feel free to call or email at mbishop@laportecounty.org

Sincerely,

Mitchell Bishop

### **ACCEPTANCE:**

\_\_\_\_\_  
Client Signature

Mr. Randy Novak

Print Name

\_\_\_\_\_  
Signature

Mr. Mitchell Bishop

Print Name

RDC President

Title

11/24/2021

Date

Planner Associate for RDA

Title

11/24/2021

Date

## **Proposal for Professional Services Between the La Porte County Redevelopment Commission and Thomas & Associates, LLC.**

### **BACKGROUND**

M. J. Thomas has thirty-five years of experience in public sector planning and development. The business specializes in finding solutions and opportunities to address public sector needs and issues. Solutions include, program development, project identification, project funding, project implementation, project management and project reporting.

### **SCOPE OF WORK**

With this proposal, Thomas & Associates, LLC., seeks leadership support from the La Porte County Redevelopment Commission to perform tasks as directed the La Porte County Redevelopment Commission President or designee:

Thomas & Associates, LLC., proposes to assist the La Porte County Redevelopment Commission in the following:

- Prepare annual LPCRDC/CRPC meeting schedule and membership list
- Prepare monthly LPRDC/CRPC meeting agenda, distribute draft agenda to LPCRDC President for review and approval
- Prepare legal advertisement for LPCRDC Claims and Allowances
- Arrange for LPCRDC Claims and Allowances legal to be advertised in Herald Dispatch, 11 days before the LPCRDC meeting.
- Prepare RDC claims purchase orders
- Prepare RDC/CRPC meeting minutes
- Connect with County Auditor for LPCRDC Treasurer's report for each meeting
- Maintain LPCRDC /CRPC permanent records
- Submit LPCRDC /CRPC meeting approved agendas and minutes to La Porte County IT Department for placement on the La Porte County Redevelopment Commission page of the La Porte County website
- Prepare and distribute electronically LPCRDC/CRPC meeting packets to LPCRDC/CRPC members prior to the meeting.
- Email media LPCRDC/CRPC meeting agenda no less than 48 hours before the meeting.
- Make copied on LPCRDC/CRPC meeting packets for members for the day of the meeting
- Make copies of the LPCRDC/CRPC meeting agenda for the public
- Post CRPC/LPCRDC agendas on notice boards
- Attend LPCRDC/CRPC meeting
- Present RDC claims to President for signature, make copies of claims.
- Respond to email correspondence from LPCRDC/CRPC members and others as needed.

- Deliver signed LPCRDC PO's to County Auditor's Office for payment.
- Maintain TIF budget spreadsheets including income, expenses and balances
- Maintain contract disbursements records.
- Create annual meeting schedule, schedule meeting with Building Maintenance
- Other duties and responsibilities as assigned by the LPCRDC President

Deliverables include La Porte County Redevelopment Commission meeting agendas, minutes, legal notices, claims, budget spreadsheets, meeting agenda packets, and other deliverables as assigned.

**SCHEDULE/TERM**

Thomas & Associates, LLC. is prepared to initiate the project upon receipt of a signed authorization to proceed. This proposal is effective from January 1 - December 31, 2022.

**COST**

Thomas & Associates, LLC. proposes to perform the tasks described at an hourly rate of \$65.00 per hour.

**TERMINATION**

Either party, upon thirty (30) days written notice, may terminate this Proposal. The La Porte County Redevelopment Commission shall be responsible for all costs incurred by Thomas & Associates, LLC. as of the date of termination. Such costs shall include but not be limited to all labor any other items ordered by the La Porte County Redevelopment Commission and any other cost reasonably related to the Proposal prior to the actual termination incurred by Thomas & Associates, LLC..

La Porte County Redevelopment Commission:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

Thomas & Associates, LLC.:

\_\_\_\_\_  
Mary Jane Thomas  
President

\_\_\_\_\_  
Date



## SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** (“Service Agreement”) covers the period from January 1, 2022 to December 31, 2022, by and between **Cender & Company, L.L.C. doing business as Cender|Dalton Municipal Advisors**, 233 E. 84<sup>th</sup> Drive, Suite 103, Merrillville, IN 46410, (the “Contractor”) and the **LaPorte County Redevelopment Commission**, 555 Michigan Avenue, Suite 203, LaPorte, IN 46350 (the “Commission”). In consideration of the mutual promises and covenants contained herein, the Contractor and the Commission agree as follows:

- 1. SERVICES:** The services to be provided by the Contractor to the Commission are as follows attached to EXHIBIT A hereto.
- 2. SERVICES OUTSIDE SCOPE OF SERVICES:** It is not anticipated that there will be a need for professional services for the Commission outside the Scope of Services of this Service Agreement. To the extent that such need does arise, the Contractor will first contact the Commission and if requested, prepare a supplemental proposal and/or service agreement for such additional services. Should the Contractor provide any services outside the Scope of Services as attached hereto as EXHIBIT A without prior written consent of the Commission, the Contractor shall not be compensated. In the event that the Commission chooses to pursue a financial transaction, the Contractor will provide a separate engagement agreement and separate scope.
- 3. INDEPENDENT REGISTERED MUNICIPAL ADVISOR:** Contractor is proposing to serve as an Independent Registered Municipal Advisor (the “Municipal Advisor” or “IRMA”) for services included in this Service Agreement that may include, among other things, providing advice on the structure and timing of proposed bonds or financings and review of proposed financings by outside entities. Contractor is registered with the Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”). Contractor has a fiduciary responsibility to the Commission as possible issuer and will act accordingly with the best interests of the Commission. See EXHIBIT C for Disclosure of Conflicts of Interest with Various Forms of Compensation. We are not aware of any other conflicts of interest other than the preceding items. See EXHIBIT D for supplemental information from the MSRB relative to how to file a complaint with an appropriate regulatory authority. General financial consulting services may not be treated as Municipal Advisory services which would not be subject to oversight by the SEC.
- 4. COMPENSATION FOR SERVICES:** Fees for professional consulting and financial advisory services provided to the Commission and incidental costs (printing, binding, necessary mileage and travel expenses, including other similar charges incurred on behalf of the Commission for work related to the scope of services will be paid by Contractor and then invoiced to the Commission at cost) shall not exceed **twenty thousand dollars (\$20,000)** without specific written consent of the Commission. The Contractor will submit monthly invoices to the Commission with payment due within thirty (30) days of receipt of invoice. Professional fees shall be billed at the hourly rates for the Contractor effective from January 1, 2022 through December 31, 2022 (see EXHIBIT B).

anticipate the use of a sub-contractor to provide ancillary professional consulting services.

The Commission is a unit of government subject to the law and rule of the State of Indiana. The Commission has adopted rules for submission of invoices/claims to be paid. The Contractor agrees to abide by these rules. A payment for services provided or incidental costs incurred shall not be deemed "late" if proper claim for payment has been made or timely filed with the Commission. The Contractor shall send invoices to the following address via postal service:

LaPorte County Redevelopment Commission  
555 Michigan Avenue, Suite 203  
LaPorte, IN 46350

Project: Annual Financial Consulting Services

5. **TERMINATION:** Either party, upon thirty (30) days' written notice, may terminate this Service Agreement. The Commission shall be responsible for payment for all professional consulting and financial advisory services rendered, authorized and performed for this project through the date of termination.
6. **WARRANTY:** The Contractor warrants that all professional consulting and financial advisory services provided by its employees, agents, sub-contractors, and representatives are performed in a professional manner with industry standards and with all federal/state and local regulations, rules and procedures applicable to the Scope of Services attached hereto under EXHIBIT A.
7. **INSURANCE:** The Contractor warrants that it maintains all necessary Liability and Workman's Compensation Insurance in amounts required under Indiana law and shall also provide evidence of said policies upon request. During the term of this Service Agreement, the Contractor shall maintain professional liability insurance coverage in the minimum amount of \$1,000,000. Should there be any change in this coverage amount, the Contractor shall immediately notify the Commission.
8. **E-VERIFY PROVISION:** Pursuant to the provisions of Indiana Code 22-5-1.7, the Contractor agrees to verify the work eligibility status of all the Contractor's newly-hired employees through the E-Verify program, operated and maintained by the Department of Homeland Security and Social Security Administration. However, the Contractor shall not be required to verify the work eligibility status of all hired employees through the E-Verify program if the E-Verify program ceases to exist.
9. **ENTIRE AGREEMENT:** This Service Agreement constitutes the entire agreement between the Contractor and the Commission. All prior agreements, oral or otherwise, between and among the parties are hereby rescinded and rendered null and void.
10. **DISPUTE RESOLUTION:** If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute through non-binding mediation before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

**11. WAIVER:** Any waiver of any term or condition of this Service Agreement shall not be construed as a waiver of a subsequent breach of the same or any other term or condition.

**12. NOTICE PROVISION:** Any notice required under the Service Agreement shall be made, by mail, to the following:

**Contractor:**

Cender|Dalton Municipal Advisors  
233 E. 84<sup>th</sup> Drive, Suite 103  
Merrillville, IN 46410

**Attention:**

Karl Cender, Partner

**Redevelopment Commission:**

LaPorte County Redevelopment Commission  
555 Michigan Avenue, Suite 203  
LaPorte, IN 46350

**Attention:**

Commission President

**13. ASSIGNMENT:** This Service Agreement is binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by the Contractor without first obtaining the written consent of the Commission.

**14. AMENDMENTS OR MODIFICATIONS TO THIS SERVICE AGREEMENT:** This Service Agreement may not be modified or amended except in writing executed after the date hereof by an authorized officer of the Contractor and by the Commission.

**15. SEVERABILITY:** Every provision of this Service Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the legality or validity of the remainder of this Service Agreement.

**16. GOVERNING LAW:** This Service Agreement shall be governed by the laws of the State of Indiana, the principal place of business of the Commission.

**17. AUTHORIZATION:** All signatories represent and warrant they are duly authorized to execute this Service Agreement.

**18. SIGNATORY SECTION:** Reference next page for signatories executing this Service Agreement.

**SIGNATORY PAGE**

**AGREED AND ACCEPTED:**

**CENDER|DALTON MUNICIPAL ADVISORS**

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**Karl J. Cender**  
Partner

**December 15, 2021**

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Dated

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**LAPORTE COUNTY, INDIANA  
REDEVELOPMENT COMMISSION**

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President

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Date

**ATTEST (If applicable):**

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Date

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EXHIBIT A

ANNUAL CONSULTING SERVICES

The Scope of Services of Cender|Dalton Municipal Advisors (the “Contractor”) to perform and provide certain professional consulting services to the LaPorte County Redevelopment Commission (the “Commission”):

1. Analysis of the projected assessed valuation growth and related tax increment revenues in proposed allocation areas, including the gathering of assessed valuation and tax collection information from the Office of the LaPorte County Auditor (the “Auditor”).
2. Obtain construction cost estimates and estimated assessed valuation information for planned new developments in allocation areas.
3. Analysis of the projected assessed valuation growth and related tax increment revenues in designated allocation areas, including the gathering of assessed valuation and tax collection information from the Auditor, including a report summarizing and showing the tax rate and tax levy impacts to each overlapping taxing unit within an allocation area.
4. Summarize the Commission’s financial position.
5. Preparation of initial tax incremental financing schedules and analyses that include an estimate of tax increment revenues, debt service and coverage to support a proposed tax increment financing revenue bond or economic development revenue bond for a prospective economic development or redevelopment project.
6. Communication with local and bond counsels concerning legal and financial timetables and necessary documentation.
7. Determination of direct and overlapping community debt, debt ratios and per capita ratios for the purpose of establishing limitations, if any, and credit capabilities.
8. Preparation for and attendance at meetings or public hearings of the Commission to present the Commission with the costs of the project and proposed financing alternatives.
9. Assist in preparation and submission of budget forms to the County Council as the fiscal body of LaPorte County, the LaPorte County, Indiana Board of Commissioners and the Department of Local Government Finance (the “DLGF”).
10. Assist the Commission with economic development modeling and tax analysis for new prospect projects or current business expansion in the LaPorte County Redevelopment District (“Redevelopment District”), including the calculation of taxes due, assessed valuation deductions (tax abatements), tax savings, cumulative fund tax impacts to overlapping taxing units and imposed fees anticipated.
11. Assist the Commission in development of economic development and redevelopment strategies.

12. Assist in determining revenue impacts of proposed redevelopment and economic development strategies on school districts within the Redevelopment District as an overlapping taxing unit, upon request or as authorized.
13. Assistance to the Commission in the preparation of an Annual Report of the Commission for submission to the executive of the County (the County Council President) and fiscal body of the County (the County Council) due not later than April 15, all pursuant to Indiana Code 36-7-14-13(a) and (b). In addition, assist the Commission with the electronic filing of the Annual Report with the DLGF in the Gateway System pursuant to Indiana Code 36-7-14-13(d).
14. Assist the Commission in the preparation of and filing of the allocation area annual Capture Notice of Assessed Valuation as supplemented by a Commission "Determination" for submission to the Auditor and for filing with each overlapping taxing unit prior to June 15, pursuant to Indiana Code 36-7-14-39(b)(4)(A) and (B).
15. Provide other financial consulting services as requested by the Commission and within our Service Agreement fee in order to meet the daily administration, management, monitoring, redevelopment and economic development strategic planning activities as required and deemed necessary by authorization of the Commission's President or its representative in writing.

#### **MUNICIPAL ADVISORY SERVICES**

During the normal course of consulting services, as Commission officials work on capital planning and cash flow planning, there are occasions to discuss potential financings. If applicable, assist the Commission in analysis of proposed financings. Cender|Dalton Municipal Advisors is a registered municipal advisor firm with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, any financing transactions would be contracted under separate agreements with the Commission once there is a decision to move ahead.

**EXHIBIT B**

**Professional Service Hourly Rates**

Cender|Dalton Municipal Advisors as the Contractor has provided its most current hourly rates, which will be fixed and not subject to change for the duration of this agreement.

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**HOURLY RATES**

*(Effective January 1, 2022 – December 31, 2022)*

Partners	\$ 230 - 250
Principal	170
Director	155
Senior Associate	135
Associate	125
Analyst	85
Administrative Assistant	75

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## EXHIBIT C

### DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This exhibit discusses various forms of compensation and the timing of payments to the advisors. **We will provide a separate agreement for a financing transaction that is approved to move forward, and that agreement will be for a fixed fee.** If the proposed financing does not close, then the consultant will invoice for time incurred at the hourly rates listed in EXHIBIT B.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. This form of compensation presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed-fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.





December 15, 2021

Mr. Randy Novak, President  
LaPorte County Redevelopment Commission  
555 Michigan Avenue, Suite 203  
LaPorte, IN 46350

Re: Financial Advisory Services for Proposed Issuance of the LaPorte County  
Redevelopment District Tax Increment Revenue Bonds, Series 2022

Dear Randy:

We are pleased to submit herein our proposal to engage Cender & Company, L.L.C. doing business as Cender|Dalton Municipal Advisors ("Consultant"), as municipal advisor and financial advisor, to perform certain professional services for the LaPorte County Redevelopment Commission ("Commission") in connection with the issuance of the proposed LaPorte County Redevelopment District Tax Increment Revenue Bonds, Series 2022, (the "Bonds") which will be used to finance water main and sewer extensions in the I-94/U.S. 421 Allocation Area No. 1.

#### **INDEPENDENT REGISTERED MUNICIPAL ADVISOR**

Consultant is proposing to serve as an Independent Registered Municipal Advisor (the "Municipal Advisor" or "IRMA") in connection with the sale of the Bonds, and our services will include, among other things, providing advice on the structure of the bonds, matters in connection with the sale of the bonds, and the preparation of the preliminary and final Official Statements.

Consultant is registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). As part of this engagement, Consultant will be providing certain specific municipal advisory services to the Commission, but will not act as a placement agent to the Commission nor as a broker nor as a dealer. Consultant has a fiduciary responsibility to the Commission and will act accordingly with the best interests of the Commission throughout this engagement.

See EXHIBIT B for Disclosure of Conflicts of Interest with Various Forms of Compensation. We are not aware of any other conflicts of interest other than the disclosure of various forms of compensation as presented in EXHIBIT B. See EXHIBIT C for supplemental information from the MSRB relative to how to file a complaint with an appropriate regulatory authority.

Mr. Randy Novak, President  
LaPorte County Redevelopment Commission  
December 15, 2021  
Page 2

## ENGAGEMENT FEES

Our fees for professional services as Consultant, which include the financial advisory services listed above, are anticipated to be paid out of bond proceeds. Fees for our financial advisory services are estimated to not exceed thirty-eight thousand dollars (\$38,000) plus any out-of-pocket expenses for the proposed financing. In the event the proposed financing does not move forward to closure, we will invoice the Commission for time and expenses incurred.

## E-VERIFY PROVISION

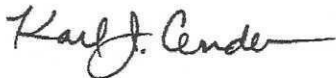
Pursuant to the provisions of Indiana Code 22-5-1.7, Consultant agrees to enroll in and verify the work eligibility status of all of the Consultant's newly-hired employees through the E-Verify program, operated and maintained by the Department of Homeland Security and Social Security Administration. However, Consultant shall not be required to verify the work eligibility status of all hired employees through the E-Verify program if the E-Verify program ceases to exist.

If any problems or unforeseen circumstances should arise requiring additional services to be performed, Consultant will notify the Commission and come to a mutual understanding of fees before continuing with the additional services. In addition, if there are any changes in the scope of services, Consultant will discuss the changes with the Commission before proceeding.

If this agreement meets with your approval, please sign, date and return the enclosed copy of this letter. We appreciate this opportunity to work with the LaPorte County Redevelopment Commission on this financing.

Respectfully submitted,

Cender | Dalton Municipal Advisors



Karl J. Cender  
President

Enclosure

cc: Mr. Shaw Friedman, Commission Attorney  
Mr. Matt Reardon, MCR Partners, LLC  
Ms. Mary Jane Thomas, Thomas & Associates LLC

Mr. Randy Novak, President  
LaPorte County Redevelopment Commission  
December 15, 2021  
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**Agreed and Accepted by:**

LaPorte County Redevelopment Commission  
LaPorte County, Indiana

Cender | Dalton Municipal Advisors  
Merrillville, Indiana

\_\_\_\_\_  
By:

*Karl J. Cender*  
\_\_\_\_\_  
By:

\_\_\_\_\_  
Date:

December 15, 2021  
\_\_\_\_\_  
Date:

## EXHIBIT A

### SCOPE OF SERVICES

The scope of our services, as financial advisor to the Commission's proposed issuance of bonds, may include all or part of the following professional and financial advisory services:

#### **Bond Financing - Redevelopment District Tax Increment Revenue Bonds, Series 2022**

1. Meetings and discussions with LaPorte County (the "County") and Commission officials and the project team relative to preliminary financing matters of the proposed bonds.
2. Preparation of various financing schedules that present bond terms and parameters for the proposed bond issue.
3. Communication with local counsel and bond counsel concerning legal and financial timetables and necessary documentation.
4. Accumulation of general information concerning the County and Commission's organization and operations, assessed valuation, property taxes, direct and overlapping debt, largest employers and largest taxpayers in the community, and other demographic data as required.
5. Assist the Commission to identify previous continuing disclosure failures for the past five (5) years with prior continuing disclosure undertaking agreements as required by the Securities and Exchange Commission Rule 15c2-12 for disclosure in the Official Statement.
6. Preparation of a Preliminary and Final Official Statement for the proposed bond issue.
7. Preparation of Consultant's Report on Tax Increment Financing.
8. Review and make updates to the bond parameters, statement of sources and uses of funds, and preliminary bond amortization schedules.
9. Attend and participate in public meetings with the County Council and the Commission relative to the issuance of the proposed bonds, if requested.
10. Dissemination of financial information to bond rating agencies, and the coordination of and participation in ratings conference calls required for the assignment of a rating for the proposed bond issue, if it is determined to proceed with a bond rating.
11. Coordination of the publication and printing of the Preliminary and Final Official Statements.
12. Interviews with underwriters, prospective bidders, rating agencies or other interested parties in connection with the financing.
13. Evaluation of proposed bond pricing and structure in conjunction with the bond sale for comparison with market prices.

**EXHIBIT A**

**SCOPE OF SERVICES**

14. Assist local counsel and bond counsel with the preparation of certain closing documents and representations including the closing memorandum.
15. Assist with arrangements for the closing of sale, transfer of funds, and delivery of securities.
16. Assist with the preparation of the Post Bond Sale Disclosure Information, which is required to be filed with the Department of Local Government Finance.

## EXHIBIT B

### DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This exhibit discusses various forms of compensation and the timing of payments to the advisors. We are proposing a Fixed Fee, with contracted "not to exceed" which is not contingent on closing.

Fixed Fee. Under a fixed-fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly Fee. Under an hourly-fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee Contingent Upon the Completion of a Financing or Other Transaction. Under a contingent-fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. This form of compensation presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee Paid Under a Retainer Agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed-fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

## EXHIBIT B

### DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

Fee Based Upon Principal or Notional Amount and Term of Transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

## EXHIBIT C

### DISCLOSURE OF SUPPLEMENTAL INFORMATION

Cender & Company, L.L.C. d/b/a Cender Dalton Municipal Advisors is registered as a Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board (the "MSRB"). The website for the MSRB is: <http://www.msrb.org/>. The MSRB's website has a brochure entitled "Municipal Advisory Client Brochure". The MSRB brochures describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority. The brochure can be found on the following website link: <http://www.msrb.org/Rules-and-Interpretations/File-a-Complaint.aspx>.



**CONTRACT FOR LEGAL SERVICES BETWEEN THE  
LAPORTE COUNTY REDEVELOPMENT COMMISSION AND  
FRIEDMAN & ASSOCIATES, P.C.**

THIS AGREEMENT, entered into this \_\_\_\_\_ by and between LaPorte County Redevelopment Commission and Friedman & Associates, P.C., (hereinafter referred to as "Friedman & Associates") is as follow:

**WITNESSETH:**

LaPorte County Redevelopment Commission has appointed Friedman & Associates to serve as its legal counsel to represent it, to counsel it and to provide all legal services which it deems necessary for the duration of this agreement. This agreement shall remain in place for the calendar year 2022 and the compensation provided for in this agreement shall apply from January 1, 2022 to December 31, 2022.

Friedman & Associates shall serve as legal counsel to LaPorte County Redevelopment Commission on the following terms and conditions:

**A. Non-Litigation Monthly Retainer**

LaPorte County Redevelopment Commission agrees to pay Friedman & Associates, P.C. the sum of Fifteen Hundred (\$1,500.00) dollars per month for all non litigation matters representing the Commission including but not limited to attending all meetings of the Commission, its Rail Development Committee, any executive session or bargaining session of the Commission with industrial prospects, drafting of any and all correspondence, resolutions, or any written communication as well as phone communications of any and all kind with RDC members, RDC consultants or advisers as well as with industrial prospects.

**B. Litigation**

The LaPorte County Redevelopment Commission agrees that it is responsible for paying above and beyond the monthly retainer noted above for any litigation either brought by the Commission or being defended by the Commission when it is a named party. Litigation shall include matters brought in a federal or state court or before a federal or state tribunal in an administrative agency proceeding or contested matter. Such litigation shall be paid at the rate of One Hundred (\$150.00) dollars per hour.

It is understood and agreed that Friedman & Associates is an independent contractor performing contracted legal services for LaPorte County Redevelopment Commission and that Friedman & Associates should not be viewed or construed as an employee of LaPorte County Redevelopment Commission.

Friedman & Associates hereby warrants and agrees that it will not represent any interest which is in conflict to the interests of LaPorte County Redevelopment Commission during the term of this contract, all pursuant to the provisions of the Indiana Code of Professional Responsibility for attorneys at law.

LAPORTE COUNTY REDEVELOPMENT COMMISSION

BY: \_\_\_\_\_

FRIEDMAN & ASSOCIATES, P.C.

BY: \_\_\_\_\_