

LAPORTE COUNTY REDEVELOPMENT COMMISSION MEETING AGENDA

WEDNESDAY, APRIL 27, 2022, 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				
	MCR Partners	April '22 Professional Services	\$3,000.00	
	Thomas & Associates, LLC	March '22 Professional Services	\$555.75	
	Friedman & Associates	April '22 Legal Services	\$1,500.00	
	Herald-Dispatch	March '22 Legal notices	\$25.18	
		Subtotal		\$5,080.93
US421#1				
	Thomas & Associates, LLC	March '22 Professional Services	\$555.75	
	MCR Partners	April '22 Professional Services	\$2,000.00	
	D&M Excavating, Inc	421 Utility Project Contract Payment Bond Proceeds (Pay App #1)	\$270,095.47	
	Philip O. & Karen Tomerlin	421 Easement	\$1,200.00	
	Jack D. Rhodes & Kathleen E. Pahs Rhodes	421 Easement	\$1,200.00	
	Gerald Satoski	421 Easement	\$900.00	
	Thomas Reiser	421 Easement	\$700.00	
	Gregory Pahs	421 Easement	\$2,600.00	
		Subtotal		\$279,251.22
39 North				
	MCR Partners	April '22 Professional Services	\$1,000.00	
		Subtotal		\$1,000.00
		TOTAL OF CLAIMS		\$285,332.15

10. Old Business:

- a. 421/I94 TIF project update - Matt Reardon; MCR Partners
- b. KIP update – Matt Reardon; MCR Partners
 1. Consideration of a request to initiate the KIP READI Grant project procurement process
- c. 39N update- Matt Reardon; MCR Partners
- d. 35/94 TIF– Matt Reardon; MCR Partners

11. New Business:

- a. Consideration of USI 421 construction inspection contract; Mitch Bishop
- b Public Hearing I-94 US 35 TIF District: Confirming Resolution Karl Cender: Cender/Dalton/Phil Faccenda:BT
- c. Consideration of adoption of Confirming Resolution I-94 US 35 TIF District; Phil Faccenda: B & T

12. Other Business:

13. Adjourn

LPCRDC APRIL 2022 COMMUNICATIONS

- Auditor request for Treasurer report
- Bishop re: easement payment documentation
- Bishop re: USI Service Agreement construction inspection 421
- Auditor request for vendor #s
- H-D KIP article
- Bishop: D & M invoicing
- Bishop re: Tiemens invoicing/W-9
- Cender/Dalton RDC Reporting entered into Gateway
- BT re: public hearing notice, Confirmatory Resolution 35 TIF
- BT invoice printed/filed for May docket
- H-D re: claims and allowances publication
- RDC Attorney Rinker update
- OCED Signed minute request for web page
- Assessor's Office email 1st quarter tax appeals
- NWIF Membership Breakfast invitation

mjthomas2027@gmail.com

From: Karl Cender <kcender@cenderdalton.com>
Sent: Wednesday, April 13, 2022 1:20 PM
To: 'Stabosz, Tim'; rvgalloway@laporteco.in.gov
Cc: Randy Novak; Matt Reardon; Mary Jane Thomas; Daniel Dalton
Subject: Re: LaPorte Co. RDC - DLGF Gateway TIF Management Reporting

Tim,

The required annual information and parcels for 2022 (reporting for the 2021 year) has been entered into the **DLGF Gateway TIF Management** section. Please go into DLGF Gateway and release this reporting in TIF Management section by April 15, 2022.

If you should have any questions, please let us know.

Thanks,
Karl

Karl Cender, Partner
[Cender|Dalton Municipal Advisors](#)
219.736.1800 office
219.730.5250 cell



mjthomas2027@gmail.com

From: Swan, Denise <dswan@laporteco.in.gov>
Sent: Tuesday, April 5, 2022 3:17 PM
To: mjthomas2027@gmail.com
Subject: Taxing District Property Tax Appeal Reports - First Quarter 2022 - La Porte County
Attachments: Taxing District Qrtly Rpt appeal memo 3-31-2022.doc; Taxing District 1st Quarter Appeal Reports 3-31-2022.xlsx

Good afternoon,

Please find attached, the 2022 first quarter property tax appeal reports for all townships in La Porte County. The property tax appeal report is sent quarterly to the fiscal officer of each taxing unit (including redevelopment commissions). This report is to keep you informed of the parcels that may have an assessment change due to an appeal being filed on the parcel.

Thank you,

Denise Swan
Secretary of the PTABOA
Level II Assessor/Appraiser
La Porte County Assessor
555 Michigan Ave., Suite 103
La Porte, IN 46350
Ph:(219)326-6808 ext. 2542
Fax(219)326-7084
dswan@laporteco.in.gov



MEMBERSHIP BREAKFAST
Thursday, May 12th
NWI Forum Office, Lake Michigan Room
8:30 - 9:30 a.m.
Sponsored by:



LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES
MARCH 30, 2022

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, Passcode 528228. You can also download the free Zoom app to your smartphone and join the meeting via the app.

The La Porte County Redevelopment Commission in-person and Zoom meeting was held on Wednesday, March 30, 2022, at 4 P.M. (CDT), in Room #3, County Complex.

CALL TO ORDER

Meeting called to order by President; Randy Novak, at 4:00P.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
Connie Gramarossa– Present
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, Viviana Plaza; Office of Community and Economic Development, Mitch Bishop; County Planner, Michael Seitz; Retention & Expansion Coordinator, John Smith; USi Engineering, Karl Cender; Cender/Dalton and Mary Jane Thomas; MjThomas & Associates .

The Redevelopment Commission and attendees observed a moment of silence in remembrance of Tony Rodriguez; Director of the Office of Community and Economic Development Father and RDC Member Connie Gramarossa' s Mother who died this past week.

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

LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES

MARCH 30, 2022

COMMUNICATIONS

- MCR Comcast agreement
- LPCRDC President signature on Comcast agreement
- 2022 Rail Summit registration
- 39 N Letters of support Walorski/Young
- IceMiller 421 Bond issue amending Resolution/USA Bank Payment/ Congrats on closing
- Auditor request for Treasurer report
- MCR confirmed 2 million ARPA \$ for 421 utility infrastructure projects
- Bishop pre- constructions mtg. D & M invoices schedule for payment/easement updates
- Dalton re: Annual report questions/ TIF Annual Report/2023 Capture/Resolution
- CenderDalton, IceMiller 421 bond closing docs/ closing instructions/TIF 421 balances
- Gathered signatures for bond closing docs
- Director OCED tax abatement support resolution

Approval of Minutes

Joe Coar motioned to approve February 23, 2022, meeting minutes as presented. Michael Rosenbaum seconded the motion. The motion carried unanimously.

TREASURER'S REPORT

KIDC TIF-\$46,512.00
 421/I-94 TIF #1 -\$532,940.00
 421/I-94 TIF #2- \$43,229.00
 39 N TIF-\$78,985.00

Scott Cooley motioned to approve the Treasurer's Report as presented. Joe Coar 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#2591296	\$5,117.00	
	MCR Partners	March '22 Professional Services	\$3,000.00	
	Thomas & Associates, LLC	February '22 Professional Services	\$780.00	
	Friedman & Associates	Litigation Legal Services Inv#10734	\$202.50	
	Mary Elizabeth Pitz & Associates	2022 Rail Summit Table	\$6,500.00	
		Subtotal		\$15,599.50
US421#1	Thomas & Associates, LLC	February '22 Professional Services	\$780.00	
	MCR Partners	March '22 Professional Services	\$2,000.00	
	Friedman & Associates	March '22 Legal Services	\$1,500.00	
	Herald-Dispatch	February '22 Legal notices	\$56.89	
		Subtotal		\$4,336.89
39 North	MCR Partners	March '22 Professional Services	\$1,000.00	

LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES
MARCH 30, 2022

Thomas & Associates, LLC	EDA Application	\$1,378.00	
		Subtotal	<u>\$2,378.00</u>
		TOTAL OF CLAIMS	<u>\$22,314.39</u>

President Novak read the claims as presented for payment for the Kingsbury Industrial Park TIF (KIDC) area on the Claim Docket. After some discussion, Joe Coar motioned to approve the KIDC TIF area claims in the amount of \$15,599.50. Michael Rosenbaum 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. Scott Cooley motioned to approve the US 421 #1 TIF area claims in the amount of \$4,336.89. Joe Coar 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. Joe Coar motioned to approve the 39 North TIF area claims in the amount of \$2,378.00. Michael Rosenbaum seconded the motion. The motion carried unanimously.

President Novak acknowledged the docket in the amount \$22,314.39 was approved as presented.

OLD BUSINESS

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

Matt Reardon: MCR Partners reported the 421 Utility Infrastructure bond issue was completed. The County Planner continues to work on acquiring the needed easements for the project. The County Planner stated Speedway will decide soon as to whether to connect to the utility infrastructure. If Speedway decides not to connect, the overall project cost will decrease.

B. KIP Update – Matt Reardon; MCR Partners

MCR Partners; Matt Reardon reported Northwest Indiana Forum READI Grant in the amount of \$681,000.00 for the rail bridge is moving forward. The bridge will be an RDC asset. The bridge is in the design phase. Kingsbury Elevator to construct the CN track to bridge and JBC Rail to construct the CSX track to bridge.

C. 39 N Update- Matt Reardon; MCR Partners

Matt Reardon: MCR Partners reported the EDA grant award announcements are being announced on a rolling basis, with the final announcement date of aye or nay on the application of September 30, 2022.

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

MCR Partners; Matt Reardon reported the Board of Commissioners approved the Economic Development Plan. He will meet with the project developer and Michigan City utilities to continue project development.

LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES
MARCH 30, 2022

NEW BUSINESS:

A. Consideration of Resolution #03-2022 A Resolution Amending Bond Resolution No. 01-2022 To Modify Section 12 Regarding the Issuance of Additional Bonds

The Commission reviewed the Resolution No. 03-2022. After some discussion, Joe Coar motioned to adopt Resolution No. 03-2022 as presented. Michael Rosenbaum seconded the motion. The motion carried unanimously.

B. Consideration of the 2021 TIF Annual Report & Overlapping Units Report

Karl Cender: Cender/Dalton presented the La Porte County Redevelopment Commission Annual Report 2021. The LaPorte County Redevelopment Commission Annual Report 2021 is made part of and attached to these minutes for the record. After some discussion, Joe Coar motioned to adopt the La Porte County Redevelopment Commission Annual Report 2021, as presented. Michael Rosenbaum seconded the motion. The motion unanimously carried.

C. Consideration of Resolution #04-2022 A Resolution of The LaPorte County Redevelopment Commission Concerning the 2023 Budget Year Determination for Tax Increment for the La Porte County Redevelopment Commission Allocation Areas

Karl Cender: Cender/Dalton, stated based on the budgets in the Annual Report 2021 and debt service, the La Porte County Redevelopment Commission needs not release tax increment to normal taxing jurisdictions, but needs the full amount of tax increment. After some discussion, Michael Rosenbaum motioned to adopt Resolution No. 04-2022, as presented. Scott Cooley seconded the motion. The motion unanimously carried.

D. Consideration of Resolution #05-2022 A Resolution of the La Porte County Redevelopment Commission Supporting the Creation of an Economic Revitalization Area for Purposes of Property Tax Abatement Leading to the Construction and Renovation of a New Corporate HQ in Kingsbury Industrial Park

Tony Rodriguez: Director of the Office of Community and Economic Development asked for the Commission's support of a real property tax abatement in the KIP TIF to support the development of Alexander Chemical, an existing industry in KIP TIF, new multi-million-dollar headquarters economic development project. After some discussion, Michael Rosenbaum moved to adopt Resolution No. 05-2022 as presented. Joe Coar seconded the motion. Scott Cooley reminded the Commission the Responsible Bidder Resolutions adopted by the Commission apply to this project. The motion carried unanimously.

OTHER BUSINESS:

None

ADJOURNMENT

Joe Coar motioned to adjourn the meeting at 4:39PM. Michael Rosenbaum seconded the motion. The motion carried unanimously. The next meeting will be held on April 27, 2022.

LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES
MARCH 30, 2022

Randy Novak
President

Attest:

Michael Rosenbaum
Secretary

LaPorte County Redevelopment Commission
Monthly Financial Snapshot – April 27, 2022
Claims Approved per RDC Docket

	US 421 #1	US 421 #2 (RESTRICTED)	KIDC	39 N AA
<i>This report includes claims being considered on the April 27th meeting's agenda.</i>	YTD Revenue/ Expenditures	YTD Revenue/ Expenditures	YTD Revenue/ Expenditures	YTD Revenue/ Expenditures
Beginning Balance – Jan 1, 2022	\$693,876	\$95,036	\$74,117	\$85,248
YTD Revenues				
TIF Revenues				
Other Revenues, Interest Income, etc.		\$133		
Auditor Transfer from TIF 421#1 to 421#2 (Dec'21 Tax Settlement)		\$98,418		
Revenue Sub – Total	\$0	\$98,551	\$0	\$0
YTD Expenditures				
Cender – RDC Financial Advisory Services (\$20,000 annually)				
Cender – Financial Serv-421 Bond Financing				
SEH – Financial Serv-I94/421 Project				
Weaver Consultants Group (Amended)–421 Easements				
Weaver Consultants Group – Land Acquisition (Sept '21)	\$19,856			
Lochner – 421 Construction Engineering				
Friedman – Monthly Retainer (\$1,500/mo)	\$3,000		\$3,000	
Friedman/Clark/Beall NIPSCO Proceedings				
Ice Miller – 421/94 Bond Counsel (\$340-\$645/hr)				
MCR Partners, LLC	\$8,000		\$12,000	\$4,000
Thomas & Associates, LLC – Administrative/Grant Services	\$2,236		\$2,236	\$3,263
Mitch Bishop (Council approved transfer)	\$10,000			
Other Legal Services, i.e....litigation, out of pocket, etc.				
Other Services and Charges				
Legal Ad/Publication Fees (Herald – Dispatch, etc.)	\$82		\$53	
KIP Condemnation (appraisal, court, legal services, etc)			\$8,897	
US Hwy 421 Purchase of Easements	\$28,500			
Dues, Membership Fees, Rail Summit			\$6,500	
Auditor Transfer from TIF 421#1 to 421#2 (Dec'21 Tax Settlement)	\$98,418			
Debt Service		\$150,225		
Capital				
Loans			(1)	
Expenditure Sub – Total	\$170,092	\$150,225	\$32,686	\$7,263
<i>Reserve for D&M Construction Contract</i>	\$310,000	-	-	-
Ending Balance – April 27, 2022	\$213,784	\$43,362	\$41,431	\$77,985

(1) 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 – April 27, 2022

<i>This report includes claims being considered on the April 27th meeting's agenda.</i>	Budgeted/ Approved Contracts	2018 Paid	2019 Paid	2020 Paid	2021 Paid	2022 Paid	Remaining on Contract/ Approved Amt
Professional Services Contracts Approved Amounts							
US 421 AA#1							
*Weaver Group (Amended) – Geo & Easements	\$42,050	\$1,091	\$21,262		\$908		\$18,789
Weaver Group – Land Acquisition Sept '21	\$34,300				\$359	\$19,856	\$14,085
Lochner – Construction Engineering	\$241,500						\$241,500
Total	\$317,850	\$1,091	\$21,262		\$1,267	\$19,856	\$274,374
US 421 Project Bond Proceeds							
D&M Excavating, Inc (Utility Project) Total Earned less Retainage (paid)	\$4,903,525					\$270,095	\$4,633,430
Total	\$4,903,525					\$270,095	\$4,633,430
KIDC							
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
Total	\$15,400	\$9,028	\$3,571	\$0	\$0	\$0	\$2,801

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

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

Task	Amendment #1 Contract Amount (Total \$42,050)	Paid Amount to Date
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

April 27, 2022
CLAIM DOCKET

<u>TIF</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTALS</u>
KIDC	MCR Partners	April '22 Professional Services	\$3,000.00	
	Thomas & Associates, LLC	March '22 Professional Services	\$555.75	
	Friedman & Associates	April '22 Legal Services	\$1,500.00	
	Herald-Dispatch	March '22 Legal notices	\$25.18	
		Subtotal		\$5,080.93
US421#1	Thomas & Associates, LLC	March '22 Professional Services	\$555.75	
	MCR Partners	April '22 Professional Services	\$2,000.00	
	Philip O. & Karen Tomerlin	421 Easement	\$1,200.00	
	Jack D. Rhodes & Kathleen E. Pahs Rhodes	421 Easement	\$1,200.00	
	Gerald Satoski	421 Easement	\$900.00	
	Thomas Reiser	421 Easement	\$700.00	
	Gregory Pahs	421 Easement	\$2,600.00	
		Subtotal		\$9,155.75
39 North	MCR Partners	April '22 Professional Services	\$1,000.00	
		Subtotal		\$1,000.00
TOTAL OF REGULAR CLAIMS				<u>\$15,236.68</u>

US 421 Project D&M Excavating, Inc. Contract Bond Proceeds

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTALS</u>
Pay Application #1	\$270,095.47	
TOTAL OF BOND PROCEED CLAIMS		<u>\$270,095.47</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed above, consisting of one (1) page, and except for Claims which may be listed below; such vouchers are allowed in the total amount of \$285,332.15. The Allowance of Claims, related motions and/or discussions by Committee Members will be included in the La Porte County Redevelopment Commission meeting minutes.

Dated this 27th day of April, 2022

Randy Novak, President
La Porte County Redevelopment Commission

Please list any denied or tabled claims:

0900 LEGALS

**NOTICE OF ADOPTION OF A
DECLARATORY RESOLUTION
BY THE LAPORTE COUNTY
REDEVELOPMENT
COMMISSION
AND OF A PUBLIC HEARING
WITH RESPECT THERETO**

Notice is hereby given that the LaPorte County Redevelopment Commission (the "Commission"), being the governing body of the LaPorte County Department of Redevelopment (the "Department"), on October 27, 2021, adopted a resolution (the "Declaratory Resolution"), declaring that a certain area within LaPorte County, Indiana, designated as the "I-94 US 35 Economic Development Area" (the "Economic Development Area") is an economic development area within the meaning of Indiana Code 36-7-14 (the "Act"), approving an economic development plan for the Economic Development Area (the "Economic Development Plan"), and designating the entire Economic Development Area as an "allocation area" for the purpose of allocation and distribution of certain property taxes (commonly referred to as "tax increment") under Section 30 of the Act.

A general description of the Economic Development Area and the proposed local public improvement projects to be undertaken therein (the "Projects") are included in the Economic Development Plan.

Notice is hereby given that the Commission will conduct a public hearing on April 27, 2022, at 4:00 p.m., local time, in Meeting Room 3 of the LaPorte County Annex and Security Complex Building, 809 State Street, LaPorte, Indiana 46350, to receive and hear remonstrances and objections from all persons interested in or affected by the proposed Projects and other actions to be taken under the Declaratory Resolution, and the proceedings pertaining

0900 LEGALS

thereto.

The Commission will determine the public utility and the benefit of the proposed Projects and other actions to be taken under the Declaratory Resolution. Maps and plats of the Economic Development Area have been prepared and, along with the Declaratory Resolution and the Economic Development Plan, can be inspected at the office of the County Commissioners of LaPorte County, Indiana, Circuit Courthouse, 813 Lincolnway, LaPorte, Indiana 46350.

Dated this 15th day of April, 2022.

**LAPORTE COUNTY
REDEVELOPMENT
COMMISSION**

4/15/22 H-D

WHEREAS, the Commission now desires to take final action determining the public utility and benefit of the proposed development projects for the Economic Development Area as set forth in the Declaratory Resolution and the Plan and confirming the Declaratory Resolution, in accordance with Section 17 of the Act.

NOW, THEREFORE, BE IT RESOLVED by the LaPorte County Redevelopment Commission, governing body of the LaPorte County Department of Redevelopment, as follows:

1. After considering the evidence presented at the hearing on the 27th day of April, 2022, the Commission hereby confirms the findings and determinations, designations and approving and adopting actions contained in the Declaratory Resolution.
2. The Commission hereby finds and determines that it will be of public utility and benefit to proceed with the Plan in the form approved by the Commission in the Declaratory Resolution.
3. The Declaratory Resolution is hereby confirmed.
4. This Resolution constitutes final action, pursuant to Section 17(d) of the Act, by the Commission determining the public utility and benefit of the proposed projects and confirming the Declaratory Resolution pertaining to the Economic Development Area.
5. The Secretary of the Commission is directed to record the final action taken by the Commission pursuant to the requirements of Section 17(d) of the Act.

Adopted the 27th day of April, 2022.

LAPORTE COUNTY REDEVELOPMENT
COMMISSION

President

Vice President

Secretary

Member

Member

Member

Member

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law and this document was prepared by Philip J. Faccenda, Jr., Barnes & Thornburg LLP, 201 South Main Street, Suite 400, South Bend, IN 46601.

Philip J. Faccenda, Jr.

DMS 22482566

LAPORTE COUNTY REDEVELOPMENT COMMISSION CLAIMS AND ALLOWANCES

La Porte County Redevelopment Commission claims, and allowances will be considered by the La Porte County Redevelopment Commission at their meeting on April 27, 2022.

KIDC Project TIF- \$3,000.00 MCR Partners April 2022, professional services
KIDC Project TIF-\$555.75 Thomas & Associates, LLC, March 2022 professional services
KIDC Project TIF-\$1,500.00 Friedman & Associates, legal services April 2022
KIDC Project TIF-\$25.18 Herald-Dispatch March 2022 legal notices

I-94/421 Project TIF-\$555.75 Thomas & Associates, LLC, March 2022 professional services
I-94/421 Project TIF-\$2,000.00 MCR Partners, April 2022, Professional Services
I-94/421 Project TIF- \$270,095.47 D & M Excavating, Inc, 421 utility project contract payment bond proceeds.
I-94/421 Project TIF-\$1,200.00 Philip O. & Karen Tomerlin 421 easement
I-94/421 Project TIF-\$ 1,200.00 Jack D. Rhodes & Kathleen E. Pahs Rhodes 421 easement
I-94/421 Project TIF-\$ 900.00 Gerald Satoski 421 easement
I-94/421 Project TIF-\$700.00 Thomas Reiser 421 easement
I-94/421 Project TIF-\$2,600.00 Gregory Pahs 421 easement

39 N Project TIF-\$1,000.00 MCR Partners, April 2022 Professional Services

Complete details of budget expenditures by fund and /or department may be seen at the La Porte County Auditor's Office.

Please publish one time on Saturday, April 16, 2022, in Herald – Dispatch.

Bill: La Porte County Redevelopment Commission C/O Office of Community and Economic Development, 555 Michigan Avenue, Suite #203, La Porte, IN 46351



MCR Partners LLC

INVOICE 2022-004

04-01-2022

INVOICE TO

LaPorte County Redevelopment Commission
555 Michigan Ave
LaPorte, IN 46350

PROJECT

LaPorte County Redevelopment Director

DESCRIPTION

1. 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, 35-94 Economic Development Area and any other recommended economic development or redevelopment area(s) being contemplated by County Leadership;
2. 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;
3. Working with your department heads, coordinate property ownership in targeted areas, and establish planning overlays for potential investment linked with public incentives and municipal financing;
4. 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;
5. Seek investors that are in accord with current and future plans for LaPorte County;
6. Develop Non-Disclosure Agreements for specific properties, review status of properties with regard to solvency, tenancy, taxes and liens;
7. Provide a Broker Opinion of Value (BOV) for facilities/properties;
8. Review and provide planning documentation for the creation of new economic development areas and allocation areas based on project demand and opportunity;
9. Work in cooperation with your legal counsel on documentation regarding transparency and use of public funding for economic development and redevelopment;
10. Develop a sales/lease divestiture strategy for the subject sites in cooperation with existing land owners and County owned properties;
11. Prep for and facilitate meeting(s) with interested brokers/investors and site selection professionals;

12. Working with Auditor, Assessor, Surveyor and Recorder to determine project risk, opportunities and compliance;
13. Direct implementation of existing planning efforts by the Redevelopment Commission and as well as other interested governmental agencies;
14. Direct interface with agencies regarding development submittals, including meetings with Federal, State and local officials to seek alternative funding sources for projects;
15. Assist in reviewing planning and development submittals to identify development barriers, infrastructure needs and financial viability;
16. 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;
17. Provide updates regarding funding, development opportunities at monthly meetings;
18. Operate out of the Office of Economic Development no less than 8 hours per week (over two days);
19. Attendance at meetings as requested by president of the Commission including Commissioners, County Council, Redevelopment, and Planning meetings.

Monthly Retainer

Total Due 04-30-2022

~~\$6,000.00~~

~~\$3,000.00~~

PLEASE REMIT PAYMENT TO:
MCR PARTNERS, LLC
5920 HOHMAN AVENUE
HAMMOND, IN 46320

MCR Partners, LLC

5920 Hohman Avenue Hammond, IN 46320

219-741-9511

THOMAS & ASSOCIATES, LLC

7637 N. KANKAKEE TRAIL
ROLLING PRAIRIE, IN 46371

Phone: 219-210-1857
Email: MJTHOMAS2027@gmail.com

Bill To: LAPORTE COUNTY OCED
Address: 555 MICHIGAN AVE. SUITE 203
LAPORTE, INDIANA 46350

Invoice #: 3
Invoice Date: 4/13/2022

Invoice For: LPCRDC

DATE	Description	HOUR S/	Unit Price	Price
3/1/2022	Final approval of 2mil for 421	0.1	\$ 65.00	\$ 6.50
3/2/2022	Bishop call billing info for D & M 421 project/easements, H-D invoicing print	0.3	\$ 65.00	\$ 19.50
3/4/2022	RDC Attorney email requesting 421 bond docs, call MCR/Cender, emailed Resol 2-2008 to RDC Attorney/Cender	0.7	\$ 65.00	\$ 45.50
3/7/2022	Gathered 421 bond issue docs requested Cender/Miller, calls Coar/Rosenbaum to arrange for signatures, Cender updates on progress,	1.2	\$ 65.00	\$ 78.00
3/8/2022	Prepared draft RDC 2/23/22 minutes, call Coar/Rosenbaum for signatures, made arrangement of OCED Joe' signature, printed Coar/Rosenbaum docs, scanned to 421 Bond Team responded for Cender Dalton/IceMiller requests for signed minutes, resolutions, proof of publication, for 3/9/22 bond closing	3.5	\$ 65.00	\$ 227.50
3/9/2022	Scanned/emailed 2021 Resolutions to Dalton/MCR	0.3	\$ 65.00	\$ 19.50
3/15/2022	Printed/filed 421 TIF 1 deposit, paying agent, NAV, Cost of Issuance invoices, Cender email on 421 TIF 1 cash needs for D&M contract, email Bishop for March easement 421 Utility infrastructure claims, 39 N CD LOS Walorski/Ycung, email Shaw	1.2	\$ 65.00	\$ 78.00
3/16/2022	Bishop request for easement payouts, Friedman invoice printed, posted on March claims, created financial snapshot/docket	1	\$ 65.00	\$ 65.00
3/21/2022	OCED RDC Tax abatement Resolution for March mtg. ,	0.1	\$ 65.00	\$ 6.50
3/22/2022	Cender Dalton re: RDC 2022 budget: shared financial snapshots	0.2	\$ 65.00	\$ 13.00
3/24/2022	Rosenbaum March mtg. confirmation, TR re: Alexander/KIP TIF Abatement Resolution, printed Resolution, Cender/Dalton, Annual Report, Capture Resolution 2023/ printed for file, created draft agenda, emailed to RDC President, Attorney, MCR for approval, emailed Treasurer requesting TIF financial report	1.4	\$ 65.00	\$ 91.00
3/25/2022	March Claims packet to RDC President	0.1	\$ 65.00	\$ 6.50
3/28/2022	Scanned March agenda items, created meeting packet, distributed meeting packets to members, scanned agenda, distributed to media, printed 6 additional agendas for meeting, Auditor's office re: Treasurer Report- '22 instead of '21, responded to OCED for LPCRDC Jan. 2022 minutes, Printed March Treasurer Report, logged March mtg. attendance responses	1.4	\$ 65.00	\$ 91.00
3/29/2022	Printed agenda packets, printed updated financials, rebuilt agenda packet, logged attendance responses, confirmation request to OCED Zoom mtg. capability, printed Cender recapture notice letter for RDC Pres. Signature, reconciled Treasurer Report	1.1	\$ 65.00	\$ 71.50
3/30/2022	Prepared 7 extra mtg. packets, prepared 13 PO's, filed Feb. mtg. docs, org. unsigned docs for signature at today's mtg., called Mollenhauer to arrange for his signature, USA TIF 2 check receipt location discussion with Auditor's office, attended RDC mtg., Cender/President accruing 421 funds discussion, claims TR,	4.5	\$ 65.00	\$ 292.50
			\$ 65.00	\$ -
	TOTAL HOURS	17.1		\$ -
Make all checks payable to THOMAS & ASSOCIATES, LLC.				
TOTAL				\$ 1,111.50

555.75

**Friedman
& Associates P.C.**

LAW OFFICES

705 Lincolnway
LaPorte, IN 46350

Telephone
(219) 326-1264
FAX
(219) 326-6228

SHAW R. FRIEDMAN
NELSON G. PICHARDO
LAURA M. NIRENBERG

CAROL A. HEINOLD
SENIOR LEGAL ASSISTANT

INVOICE

April 15, 2022

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

April 2022 retainer for non litigation services per contract	\$1,500.00
--	------------

LaPorte Co Herald Dispatch
 LaPorte Co Herald Dispatch
 PO Box 1200
 Paducah, KY 42002-1200

ADVERTISING INVOICE / STATEMENT

1/1

BILLING DATE	TERMS OF PAYMENT
03/27/2022	Standard Terms

Mary Jane Thomas
 LaPorte County Redevelopment Commission
 555 Michigan Ave Suite 203
 LaPorte, IN 46350

BILLED ACCOUNT NO.	AGENCY/CLIENT
00009362	00009362
NAME OF AGENCY/CLIENT	
LaPorte County Redevelopment Commission	

DATE	AD #	TRANS #	DESCRIPTION	INS	UNITS	AMOUNT	TOTAL
03/19/2022	70319739	300799425	Balance Forward			84.56	84.56
			Claims & Allowances 3.30.22 - 70319739			25.18	109.74
03/24/2022		400804038	150LPCD1 LaPorte County Herald	1	5.99in		
			Payment Check 311475			-27.67	82.07

MARCH 2022	AGING			
	February 2022	January 2022	December 2021	November 2021
\$ 25.18	\$ 56.89	\$ 0.00	\$ 0.00	\$ 0.00

TOTAL NET AMOUNT DUE
\$ 82.07

PLEASE RETURN THIS PORTION
 WITH YOUR REMITTANCE

If you desire to charge this amount to your credit card, please complete the following information and return to the address below: [] Visa [] Mastercard [] Discover [] American Express
 Acct# _____ Exp Date: _____
 Signature _____

\$25.18

BILLED ACCOUNT NO.	BILLED ACCOUNT NAME	AMOUNT DUE
150 00009362	LaPorte County Redevelopment Commission	\$ 82.07

\$25.18

REMIT TO
LaPorte Co Herald Dispatch c/o Paxton Media Group PO Box 1200 Paducah, KY 42002-1200 Phone: 270-575-8731 Fax: 270-575-8726

Payment in full is due upon receipt of the statement. A service charge on all balances over 30 days will be computed by a 'Periodic Rate' of 1-1/2% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, this applies to the previous balance after deducting current payments and credits appearing on your statement. Refunds less than \$10.00 will be refunded electronically, donated to NIE, or collected in cash at the newspaper.

1500000936200000000000008207

Billing Date
 03/28/2022

Remittance Advice

0000936200000000000008207

THOMAS & ASSOCIATES, LLC

7637 N. KANKAKEE TRAIL
ROLLING PRAIRIE, IN 46371

Phone: 219-210-1857
Email: MJTHOMAS2027@gmail.com

Bill To: LAPORTE COUNTY OCED
Address: 555 MICHIGAN AVE. SUITE 203
LAPORTE, INDIANA 46350

Invoice #: 3
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			\$ 65.00	\$ -
	TOTAL HOURS	17.1		\$ -
Make all checks payable to THOMAS & ASSOCIATES, LLC.				
			TOTAL	\$ 1,111.50

555.75



MCR Partners LLC

INVOICE 2022-004

04-01-2022

INVOICE TO

LaPorte County Redevelopment Commission
555 Michigan Ave
LaPorte, IN 46350

PROJECT

LaPorte County Redevelopment Director

DESCRIPTION

1. 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, 35-94 Economic Development Area and any other recommended economic development or redevelopment area(s) being contemplated by County Leadership;
2. 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;
3. Working with your department heads, coordinate property ownership in targeted areas, and establish planning overlays for potential investment linked with public incentives and municipal financing;
4. 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;
5. Seek investors that are in accord with current and future plans for LaPorte County;
6. Develop Non-Disclosure Agreements for specific properties, review status of properties with regard to solvency, tenancy, taxes and liens;
7. Provide a Broker Opinion of Value (BOV) for facilities/properties;
8. Review and provide planning documentation for the creation of new economic development areas and allocation areas based on project demand and opportunity;
9. Work in cooperation with your legal counsel on documentation regarding transparency and use of public funding for economic development and redevelopment;
10. Develop a sales/lease divestiture strategy for the subject sites in cooperation with existing land owners and County owned properties;
11. Prep for and facilitate meeting(s) with interested brokers/investors and site selection professionals;

12. Working with Auditor, Assessor, Surveyor and Recorder to determine project risk, opportunities and compliance;
13. Direct implementation of existing planning efforts by the Redevelopment Commission and as well as other interested governmental agencies;
14. Direct interface with agencies regarding development submittals, including meetings with Federal, State and local officials to seek alternative funding sources for projects;
15. Assist in reviewing planning and development submittals to identify development barriers, infrastructure needs and financial viability;
16. 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;
17. Provide updates regarding funding, development opportunities at monthly meetings;
18. Operate out of the Office of Economic Development no less than 8 hours per week (over two days);
19. Attendance at meetings as requested by president of the Commission including Commissioners, County Council, Redevelopment, and Planning meetings.

Monthly Retainer

Total Due 04-30-2022

\$6,000.00

\$ 2,000.00

PLEASE REMIT PAYMENT TO:
MCR PARTNERS, LLC
5920 HOHMAN AVENUE
HAMMOND, IN 46320

MCR Partners, LLC.

5920 Hohman Avenue Hammond, IN 46320

219-741-9511

D&M Excavating, Inc.

9896 W 300 N Bldg A
Michigan City IN 46360
Phone 219-874-2882
Fax 219-874-3523

Invoice

Date	Invoice
4/13/2022	C 22 7464

Bill To:

LaPorte County Redevelopment
555 Michigan Ave.
La Porte, IN 46350

PO Number	Terms
	Net 30 Days

Quantity	Description	Rate	Amount
	I-94/US 421		
	February 24, 2022 - April 30, 2022		
	Application One		
	Labor, materials and equipment to perform work as per contract	300,106.08	300,106.08
	Retainage	-30,010.61	-30,010.61
	Sales Tax	7.00%	0.00
Thank you for your business, please make check payable to D&M Excavating, Inc.		Total	\$270,095.47

Finance charges of 1 1/2% (\$1.00 minimum) will be charged monthly on the unpaid balance.
Attorney fees and the necessary court costs will be the customer's responsibility.

APPLICATION AND CERTIFICATE FOR PAYMENT

Page: 1

To: **La Porte County Redevelopment**
(Owner)Project: **I-94/US 421 TIF**Application No.: **One (1)**From: **D & M Excavating, Inc.**
(Contractor) **9896 W. 300 North**
Michigan City, INEngineer: **RQAW ?**From: **02/24/22**To: **04/30/22**Project Number: **1334**Contract For: **Sewer & Water Extensions**Invoice No.: **C 22 7464**Contract Date: **2/24/2022**

CONTRACTOR'S APPLICATION FOR PAYMENT

PRESENT STATUS OF ACCOUNT AS FOLLOWS:

1	Original Contract Sum	\$ 4,903,525.00
2	Net Change by Change Orders	\$ -
3	Contract Sum to Date	\$ 4,903,525.00
4 a	Total Completed to Date	\$ 300,106.08
b	Total Stored to Date	\$ -
c	Total Completed and Stored to Date	\$ 300,106.08
5	RETAINAGE	
a	10.0% of Completed Work	\$ 30,010.61
b	Reduction of Retainage	\$ -
	TOTAL RETAINAGE	\$ 30,010.61
6	Total Earned Less Retainage	\$ 270,095.47
7	Less Previous Certificates for Payment	\$ -
8	Current Payment Due	\$ 270,095.47

* CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
* Approved Previous Months.....		
* Approved This Month.....	\$ -	\$ -
* TOTALS.....	\$ -	\$ -
* NET CHANGES BY CHANGE ORDER	\$ -	

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

BY: _____ DATE: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which Previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

Signed, sealed and delivered this

13th

day of

April

,2022

Signed: _____

Ryan J. Miller

President

13th

day of

April

,2022

Personally appeared before me this

Ryan J. Miller

President

of the

Corporation

who, being duly sworn on oath, says: That he/she is

and that he/she hereby acknowledges the execution

and at

Its

special instance and request.

of the foregoing instrument for and on behalf of said

This instrument prepared by:

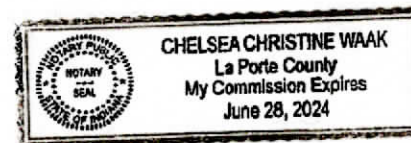
Resident of

LaPorte

Chelsea Lusco
County

Notary Public

My Commission Expires: June 28, 2024



Periodical Pay Estimate Number:

One (1)

Owner: La Porte County Redevelopment

For the Period:

02/24/22 to 04/30/22

Project: I-94/US 421 TIF

Contractor:

D & M Excavating, Inc.
9896 W. 300 North
Michigan City, IN

Page: Two of Five

Item No.		Original Bid Value				Previous Application		This Application		Total to Date		Over / Under to Date		Percent Completed
		Quantity	Unit	Unit Price	Cost	Installed	Cost	Installed	Cost	Installed	Cost	Quantity	\$ +/- Total	
S1	Maintenance of Traffic	1	LS	\$ 20,000.00	\$ 20,000.00	0	\$ -	0	\$ -	0	\$ -	-1	\$ (20,000.00)	0%
S2	Compaction Tests	10	Ea	\$ 500.00	\$ 5,000.00	0	\$ -	0	\$ -	0	\$ -	-10	\$ (5,000.00)	0%
S3	Contractor Trailers	1	LS	\$ 12,000.00	\$ 12,000.00	0	\$ -	0	\$ -	0	\$ -	-1	\$ (12,000.00)	0%
S4	Bonds & Insurance	1	LS	\$ 50,000.00	\$ 50,000.00	0	\$ -	1	\$ 50,000.00	1	\$ 50,000.00	0	\$ -	100%
S5	Mobilization/De-Mobilization	1	LS	\$ 215,000.00	\$ 215,000.00	0	\$ -	0	\$ -	0	\$ -	-1	\$ (215,000.00)	0%
G-1: STARTING AT MANHOLE #10 AT 5' DEEP ALONG CR 300N WEST OF SR 421														
S1	18" PVC SDR 35 Gravity Sewer, 8'-12' Depth, Complete	1650	LF	\$ 102.57	\$ 169,240.50	0	\$ -	0	\$ -	0	\$ -	-1650	\$ (169,240.50)	0%
S1 - sm	18" PVC SDR 35 - Stored Material	1650	LF	\$ 53.54		0	\$ -	952	\$ 50,970.08	952	\$ 50,970.08			
S2	18" DI Gravity Sewer, 8'-12' Depth, Complete	85	LF	\$ 214.13	\$ 18,201.05	0	\$ -	0	\$ -	0	\$ -	-85	\$ (18,201.05)	0%
S3	18" PVC SDR 35 Gravity Sewer, 12'-14' Depth, Complete	540	LF	\$ 108.35	\$ 58,509.00	0	\$ -	0	\$ -	0	\$ -	-540	\$ (58,509.00)	0%
S3 - sm	18" PVC SDR 35 - Stored Material	540	LF	\$ 53.54		0	\$ -	0	\$ -	0	\$ -			
*S4	18" PVC SDR 26 Gravity Sewer 14'-19' Depth, Complete	625	LF	\$ 139.29	\$ 87,056.25	0	\$ -	0	\$ -	0	\$ -	-625	\$ (87,056.25)	0%
*S4 - sm	18" PVC SDR 26 - Stored Material	625	LF	\$ 71.12		0	\$ -	2800	\$ 199,136.00	2800	\$ 199,136.00			
S5	18" DI Gravity Sewer 14'-19' Depth, Complete	50	LF	\$ 237.32	\$ 11,866.00	0	\$ -	0	\$ -	0	\$ -	-50	\$ (11,866.00)	0%
S6	48" Dia. Precast Manhole, 8-12' Depth, Complete	4	EA	\$ 5,413.87	\$ 21,655.48	0	\$ -	0	\$ -	0	\$ -	-4	\$ (21,655.48)	0%
S7	48" Dia. Precast Manholes, 12-14' Depth, Complete	1	EA	\$ 5,630.54	\$ 5,630.54	0	\$ -	0	\$ -	0	\$ -	-1	\$ (5,630.54)	0%
S8	48" Dia. Precast Manholes, 14-19' Depth, Complete	2	EA	\$ 5,837.98	\$ 11,675.96	0	\$ -	0	\$ -	0	\$ -	-2	\$ (11,675.96)	0%
S9	48" Dia. Outside Drop Precast Manhole, 8-12' Depth, Complete	1	EA	\$ 12,718.62	\$ 12,718.62	0	\$ -	0	\$ -	0	\$ -	-1	\$ (12,718.62)	0%
S10	48" Dia. Outside Drop Precast Manhole, 12-14' Depth, Complete	1	EA	\$ 14,507.79	\$ 14,507.79	0	\$ -	0	\$ -	0	\$ -	-1	\$ (14,507.79)	0%
S11	48" Dia. Outside Drop Precast Manholes, 14-19' Depth, Complete	2	EA	\$ 16,001.75	\$ 32,003.50	0	\$ -	0	\$ -	0	\$ -	-2	\$ (32,003.50)	0%
S12	36" Steel Casing Pipe, Jack & Bore, Crossing SR 421	270	LF	\$ 602.39	\$ 162,645.30	0	\$ -	0	\$ -	0	\$ -	-270	\$ (162,645.30)	0%
S13	36" Steel Casing Pipe, Jack & Bore B/W MH 4 and 5	168	LF	\$ 644.76	\$ 108,319.68	0	\$ -	0	\$ -	0	\$ -	-168	\$ (108,319.68)	0%
S14	Granular Backfill, No.53 Compacted Aggregate	100	TON	\$ 39.11	\$ 3,911.00	0	\$ -	0	\$ -	0	\$ -	-100	\$ (3,911.00)	0%
*S15	Commercial Concrete Drive Replacement, 4000 PSI	55	SY	\$ 172.21	\$ 9,471.55	0	\$ -	0	\$ -	0	\$ -	-55	\$ (9,471.55)	0%
S16	Seeding and Mulching	5278	SY	\$ 5.41	\$ 28,553.98	0	\$ -	0	\$ -	0	\$ -	-5278	\$ (28,553.98)	0%
S17	Grubbing	2.56	AC	\$ 13,371.45	\$ 34,230.91	0	\$ -	0	\$ -	0	\$ -	-2.56	\$ (34,230.91)	0%
S18	Erosion Control	1969	LF	\$ 3.66	\$ 7,206.54	0	\$ -	0	\$ -	0	\$ -	-1969	\$ (7,206.54)	0%
S19	Dewatering	1	LS	\$ 7,456.81	\$ 7,456.81	0	\$ -	0	\$ -	0	\$ -	-1	\$ (7,456.81)	0%
G-2: STARTING AT MANHOLE #27 ALONG SR 421 TO MANHOLE #1														
S1	18" PVC SDR 35 Gravity Sewer, 0-8' Depth, Complete	455	LF	\$ 108.83	\$ 49,517.65	0	\$ -	0	\$ -	0	\$ -	-455	\$ (49,517.65)	0%
S1 - sm	18" PVC SDR 35 - Stored Material	455	LF	\$ 53.54		0	\$ -	0	\$ -	0	\$ -			
S2	18" PVC SDR 35 Gravity Sewer, 8'-12' Depth, Complete	78	LF	\$ 121.41	\$ 9,469.98	0	\$ -	0	\$ -	0	\$ -	-78	\$ (9,469.98)	0%
S3	48" Dia. Precast Manholes, 8-12' Depth, Complete	2	EA	\$ 5,690.65	\$ 11,381.30	0	\$ -	0	\$ -	0	\$ -	-2	\$ (11,381.30)	0%
S4	Seeding and Mulching	1185	SY	\$ 4.63	\$ 5,486.55	0	\$ -	0	\$ -	0	\$ -	-1185	\$ (5,486.55)	0%
S6	Dewatering	1	LS	\$ 3,716.33	\$ 3,716.33	0	\$ -	0	\$ -	0	\$ -	-1	\$ (3,716.33)	0%
G-3: STARTING AT MANHOLE #29 ALONG SR 421 TO MANHOLE #27														
S1	18" PVC SDR 35 Gravity Sewer, 0-8' Depth, Complete	295	LF	\$ 108.70	\$ 32,066.50	0	\$ -	0	\$ -	0	\$ -	-295	\$ (32,066.50)	0%
S1 - sm	18" PVC SDR 35 - Stored Material	295	LF	\$ 53.54		0	\$ -	0	\$ -	0	\$ -			
S2	48" Dia. Precast Manholes, 0-8' Depth, Complete	1	EA	\$ 5,690.65	\$ 5,690.65	0	\$ -	0	\$ -	0	\$ -	-1	\$ (5,690.65)	0%
S3	48" Dia. Precast Manholes, 8-12' Depth, Complete	1	EA	\$ 6,652.65	\$ 6,652.65	0	\$ -	0	\$ -	0	\$ -	-1	\$ (6,652.65)	0%
S4	Seeding and Mulching	656	SY	\$ 4.63	\$ 3,037.28	0	\$ -	0	\$ -	0	\$ -	-656	\$ (3,037.28)	0%
S6	Dewatering	1	LS	\$ 3,193.33	\$ 3,193.33	0	\$ -	0	\$ -	0	\$ -	-1	\$ (3,193.33)	0%
Total this Page					\$ 1,237,072.68	\$ -	\$ -	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ (1,187,072.68)	24%	
Total					\$ 1,237,072.68	\$ -	\$ -	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ (1,187,072.68)	24%	

Periodical Pay Estimate Number:

One (1)

Owner: La Porte County Redevelopment

For the Period:

02/24/22 to 04/30/22

Project: I-94/US 421 TIF

Contractor:

D & M Excavating, Inc.
9896 W. 300 North
Michigan City, IN

Page: Three of Five

		Original Bid Value				Previous Application		This Application		Total to Date		Over / Under to Date		Percent Completed
Item No.		Quantity	Unit	Unit Price	Cost	Installed	Cost	Installed	Cost	Installed	Cost	Quantity	\$ +/- Total	
G-4: FROM MANHOLE #30 TO #27, CROSSING SR 421														
S1	8" DI Gravity Sewer, 8'-12" Depth, Complete	35	L.S.	\$ 149.91	\$ 5,246.85	0	\$ -	0	\$ -	0	\$ -	-35	\$ (5,246.85)	0%
S2	48" Dia. Precast Manholes, 8-12" Depth, Complete	1	L.S.	\$ 5,690.65	\$ 5,690.65	0	\$ -	0	\$ -	0	\$ -	-1	\$ (5,690.65)	0%
S3	24" Steel Casing Pipe, Jack & Bore of Crossing SR 4	100	L.S.	\$ 669.96	\$ 66,996.00	0	\$ -	0	\$ -	0	\$ -	-100	\$ (66,996.00)	0%
S4	Seeding and Mulching	30	L.S.	\$ 5.00	\$ 150.00	0	\$ -	0	\$ -	0	\$ -	-30	\$ (150.00)	0%
S5	Erosion Control	31	L.S.	\$ 3.66	\$ 113.46	0	\$ -	0	\$ -	0	\$ -	-31	\$ (113.46)	0%
S6	Dewatering	1	L.S.	\$ 3,148.33	\$ 3,148.33	0	\$ -	0	\$ -	0	\$ -	-1	\$ (3,148.33)	0%
G-5: FROM MANHOLE #40 TO #1, CROSSING CR 300N														
S1	8" PVC SDR 35 Gravity Sewer, 8'-12" Depth, Complete	185	LF	\$ 69.42	\$ 12,842.70	0	\$ -	0	\$ -	0	\$ -	-185	\$ (12,842.70)	0%
S2	48" Dia. Precast Manholes, 12-14" Depth, Complete	1	EA	\$ 5,690.65	\$ 5,690.65	0	\$ -	0	\$ -	0	\$ -	-1	\$ (5,690.65)	0%
S3	Granular Backfill, No.53 Compacted Aggregate	90	TON	\$ 39.11	\$ 3,519.90	0	\$ -	0	\$ -	0	\$ -	-90	\$ (3,519.90)	0%
*S4	HMA Surface Replacement, 9.5 mm, 1.5" Depth	10	TON	\$ 105.00	\$ 1,050.00	0	\$ -	0	\$ -	0	\$ -	-10	\$ (1,050.00)	0%
*S5	HMA Base Replacement, 25.0 mm, 6" Depth	40	TON	\$ 98.71	\$ 3,948.40	0	\$ -	0	\$ -	0	\$ -	-40	\$ (3,948.40)	0%
S8	Seeding and Mulching	125	SY	\$ 5.00	\$ 625.00	0	\$ -	0	\$ -	0	\$ -	-125	\$ (625.00)	0%
S9	Erosion Control	90	LF	\$ 3.66	\$ 329.40	0	\$ -	0	\$ -	0	\$ -	-90	\$ (329.40)	0%
S10	Dewatering	1	LS	\$ 3,083.33	\$ 3,083.33	0	\$ -	0	\$ -	0	\$ -	-1	\$ (3,083.33)	0%
F: LIFT STATION TO DISCHARGE LOCATION														
F1	16" Steel Casing Pipe, Jack & Bore of Crossing I-94	240	LF	\$ 378.50	\$ 90,840.00	0	\$ -	0	\$ -	0	\$ -	-240	\$ (90,840.00)	0%
F2	6" DIPS 11 HDPE, HDD	4815	LF	\$ 67.22	\$ 323,664.30	0	\$ -	0	\$ -	0	\$ -	-4815	\$ (323,664.30)	0%
F2 - sm	6" DIPS 11 HDPE	4815	LF	\$ 8.55		0	\$ -	0	\$ -	0	\$ -			
F3	6" DIPS 11 HDPE, Open Cut	245	LF	\$ 52.00	\$ 12,740.00	0	\$ -	0	\$ -	0	\$ -	-245	\$ (12,740.00)	0%
F4	6" DIP, Open Cut	5	LF	\$ 377.76	\$ 1,888.80	0	\$ -	0	\$ -	0	\$ -	-5	\$ (1,888.80)	0%
F5	Air Release Valves + Valve Structures (4' Dia.)	6	EA	\$ 14,357.29	\$ 86,143.74	0	\$ -	0	\$ -	0	\$ -	-6	\$ (86,143.74)	0%
*MP1	Disconnect Switch & Installation, Complete	1	EA	\$ 1,575.00	\$ 1,575.00	0	\$ -	0	\$ -	0	\$ -	-1	\$ (1,575.00)	0%
*MP2	Circuit Breaker & Installation, Complete	1	EA	\$ 2,625.00	\$ 2,625.00	0	\$ -	0	\$ -	0	\$ -	-1	\$ (2,625.00)	0%
*MP3	MAG 6000	1	EA	\$ 3,228.75	\$ 3,228.75	0	\$ -	0	\$ -	0	\$ -	-1	\$ (3,228.75)	0%
*MP4	MAG 5100W	1	EA	\$ 3,228.75	\$ 3,228.75	0	\$ -	0	\$ -	0	\$ -	-1	\$ (3,228.75)	0%
*MP5	Sch. 80 1/2" PVC Conduit	12	LF	\$ 6.15	\$ 73.80	0	\$ -	0	\$ -	0	\$ -	-12	\$ (73.80)	0%
*MP6	Right Angle 1/2" PVC Conduit	4	EA	\$ 4.92	\$ 19.68	0	\$ -	0	\$ -	0	\$ -	-4	\$ (19.68)	0%
*MP7	24" x 24" Aluminum Access Hatch	1	EA	\$ 615.00	\$ 615.00	0	\$ -	0	\$ -	0	\$ -	-1	\$ (615.00)	0%
*MP8	8' x 5' x 7' Precast Concrete Structure & Installation, C	1	EA	\$ 22,495.00	\$ 22,495.00	0	\$ -	0	\$ -	0	\$ -	-1	\$ (22,495.00)	0%
*MP9	Dialog Scout Wireless with Nema 4X Enclosure & Ins	1	EA	\$ 3,150.00	\$ 3,150.00	0	\$ -	0	\$ -	0	\$ -	-1	\$ (3,150.00)	0%
*MP10	6" DeZurick Series 100 Plug Valve	3	EA	\$ 2,293.59	\$ 6,880.77	0	\$ -	0	\$ -	0	\$ -	-3	\$ (6,880.77)	0%
F7	6" 45 Degree DIMJ Restrained Bend With Harvey Ad	4	EA	\$ 1,012.40	\$ 4,049.60	0	\$ -	0	\$ -	0	\$ -	-4	\$ (4,049.60)	0%
F8	Connection to Existing Sanitary Sewer, Core Drill	1	EA	\$ 525.00	\$ 525.00	0	\$ -	0	\$ -	0	\$ -	-1	\$ (525.00)	0%
F9	Surface Milling (Cold Planing), Asphalt	10	SY	\$ 105.00	\$ 1,050.00	0	\$ -	0	\$ -	0	\$ -	-10	\$ (1,050.00)	0%
F10	Granular Backfill, No.53 Compacted Aggregate	250	TON	\$ 39.11	\$ 9,777.50	0	\$ -	0	\$ -	0	\$ -	-250	\$ (9,777.50)	0%
F11	HMA Surface Replacement, 9.5 mm, 1.5" Depth	66	TON	\$ 105.00	\$ 6,930.00	0	\$ -	0	\$ -	0	\$ -	-66	\$ (6,930.00)	0%
F12	HMA Base Replacement, 25.0 mm, 6" Depth	263	TON	\$ 102.89	\$ 27,060.07	0	\$ -	0	\$ -	0	\$ -	-263	\$ (27,060.07)	0%
*LS1	Concrete Pad & Installation, Complete	350	CF	\$ 33.67	\$ 11,784.50	0	\$ -	0	\$ -	0	\$ -	-350	\$ (11,784.50)	0%
*LS2	Fence & Installation, Complete	92	LF	\$ 70.36	\$ 6,473.12	0	\$ -	0	\$ -	0	\$ -	-92	\$ (6,473.12)	0%
*LS3	Wet Well & Installation, Complete	1	EA	\$ 48,775.33	\$ 48,775.33	0	\$ -	0	\$ -	0	\$ -	-1	\$ (48,775.33)	0%
*LS4	Valve Vault & Installation, Complete	1	EA	\$ 20,112.67	\$ 20,112.67	0	\$ -	0	\$ -	0	\$ -	-1	\$ (20,112.67)	0%
*LS5	Halliday Products (Model No: S2S6648) & Installation	2	EA	\$ 1,343.90	\$ 2,687.80	0	\$ -	0	\$ -	0	\$ -	-2	\$ (2,687.80)	0%
*LS6	Two ABS Pump (XFP100E CB1.4 PE90/4) & Installat	1	EA	\$ 84,378.00	\$ 84,378.00	0	\$ -	0	\$ -	0	\$ -	-1	\$ (84,378.00)	0%
Total this Page				\$ 895,206.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (895,206.85)	0%	
Total Previous Pages				\$ 1,237,072.68	\$ -	\$ -	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ (1,187,072.68)	24%	
Total				\$ 2,132,279.53	\$ -	\$ -	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ (2,082,279.53)	24%	

Periodical Pay Estimate Number:

One (1)

Owner: La Porte County Redevelopment

For the Period:

02/24/22 to 04/30/22

Project: I-94/US 421 TIF

Contractor:

D & M Excavating, Inc.
9896 W. 300 North
Michigan City, IN

Page: Four of Five

Item No.	Original Bid Value				Previous Application		This Application		Total to Date		Over / Under to Date		Percent Completed
	Quantity	Unit	Unit Price	Cost	Installed	Cost	Installed	Cost	Installed	Cost	Quantity	\$ +/- Total	
*LS7	65	EA	\$ 89.35	\$ 5,807.75	0	\$ -	0	\$ -	0	\$ -	-65	\$ (5,807.75)	0%
*LS8	5	EA	\$ 756.30	\$ 3,781.50	0	\$ -	0	\$ -	0	\$ -	-5	\$ (3,781.50)	0%
*LS9	2	EA	\$ 113.16	\$ 226.32	0	\$ -	0	\$ -	0	\$ -	-2	\$ (226.32)	0%
*LS10	10	EA	\$ 18.45	\$ 184.50	0	\$ -	0	\$ -	0	\$ -	-10	\$ (184.50)	0%
*LS11	4	EA	\$ 307.50	\$ 615.00	0	\$ -	0	\$ -	0	\$ -	-4	\$ (615.00)	0%
*LS12	11	LF	\$ 12.30	\$ 135.30	0	\$ -	0	\$ -	0	\$ -	-11	\$ (135.30)	0%
*LS13	15	LF	\$ 4.92	\$ 73.80	0	\$ -	0	\$ -	0	\$ -	-15	\$ (73.80)	0%
*LS14	15	LF	\$ 3.69	\$ 55.35	0	\$ -	0	\$ -	0	\$ -	-15	\$ (55.35)	0%
*LS15	1	EA	\$ 307.50	\$ 307.50	0	\$ -	0	\$ -	0	\$ -	-1	\$ (307.50)	0%
*LS16	2	EA	\$ 4,305.00	\$ 8,610.00	0	\$ -	0	\$ -	0	\$ -	-2	\$ (8,610.00)	0%
*LS17	2	EA	\$ 3,075.00	\$ 6,150.00	0	\$ -	0	\$ -	0	\$ -	-2	\$ (6,150.00)	0%
*LS18	1	EA	\$ 615.00	\$ 615.00	0	\$ -	0	\$ -	0	\$ -	-1	\$ (615.00)	0%
*LS19	85	SY	\$ 195.90	\$ 16,651.50	0	\$ -	0	\$ -	0	\$ -	-85	\$ (16,651.50)	0%
*LS20	1	EA	\$ 22,445.25	\$ 22,445.25	0	\$ -	0	\$ -	0	\$ -	-1	\$ (22,445.25)	0%
*LS21	1	LS	\$ 5,398.50	\$ 5,398.50	0	\$ -	0	\$ -	0	\$ -	-1	\$ (5,398.50)	0%
F13	1475	SY	\$ 5.00	\$ 7,375.00	0	\$ -	0	\$ -	0	\$ -	-1475	\$ (7,375.00)	0%
F14	102	LF	\$ 3.66	\$ 373.32	0	\$ -	0	\$ -	0	\$ -	-102	\$ (373.32)	0%
F15	1	LS	\$ 7,366.67	\$ 7,366.67	0	\$ -	0	\$ -	0	\$ -	-1	\$ (7,366.67)	0%
WATER MAIN A1 & A2: FROM CR 300 N WEST OF SR 421 TO CR 950 N NORTH OF I-94													
W1	7940	LF	\$ 152.48	\$ 1,210,691.20	0	\$ -	0	\$ -	0	\$ -	-7940	\$ (1,210,691.20)	0%
W1 - sm	7940	LF	\$ 96.03		0	\$ -	0	\$ -	0	\$ -			
W2	14	EA	\$ 9,265.27	\$ 129,713.78	0	\$ -	0	\$ -	0	\$ -	-14	\$ (129,713.78)	0%
W2 - sm	14	EA	\$ 3,885.90		0	\$ -	0	\$ -	0	\$ -			
W3	22	EA	\$ 7,544.80	\$ 165,985.60	0	\$ -	0	\$ -	0	\$ -	-22	\$ (165,985.60)	0%
W3 - sm	22	EA	\$ 5,925.51		0	\$ -	0	\$ -	0	\$ -			
W4	348	LF	\$ 416.32	\$ 144,879.36	0	\$ -	0	\$ -	0	\$ -	-348	\$ (144,879.36)	0%
W4 - sm	348	LF	\$ 136.62		0	\$ -	0	\$ -	0	\$ -			
W5	240	LF	\$ 567.94	\$ 136,305.60	0	\$ -	0	\$ -	0	\$ -	-240	\$ (136,305.60)	0%
W6	190	LF	\$ 587.44	\$ 111,613.60	0	\$ -	0	\$ -	0	\$ -	-190	\$ (111,613.60)	0%
W7	170	LF	\$ 595.81	\$ 101,287.70	0	\$ -	0	\$ -	0	\$ -	-170	\$ (101,287.70)	0%
W8	1	Ea	\$ 9,676.00	\$ 9,676.00	0	\$ -	0	\$ -	0	\$ -	-1	\$ (9,676.00)	0%
W9	1694	TON	\$ 25.59	\$ 43,349.46	0	\$ -	0	\$ -	0	\$ -	-1694	\$ (43,349.46)	0%
W10	75	TON	\$ 105.00	\$ 7,875.00	0	\$ -	0	\$ -	0	\$ -	-75	\$ (7,875.00)	0%
W11	350	TON	\$ 89.26	\$ 31,241.00	0	\$ -	0	\$ -	0	\$ -	-350	\$ (31,241.00)	0%
W12	30	LF	\$ 112.02	\$ 3,360.60	0	\$ -	0	\$ -	0	\$ -	-30	\$ (3,360.60)	0%
W13	30	LF	\$ 26.15	\$ 784.50	0	\$ -	0	\$ -	0	\$ -	-30	\$ (784.50)	0%
W14	45	SY	\$ 124.30	\$ 5,593.50	0	\$ -	0	\$ -	0	\$ -	-45	\$ (5,593.50)	0%
W15	49	TON	\$ 39.11	\$ 1,916.39	0	\$ -	0	\$ -	0	\$ -	-49	\$ (1,916.39)	0%
W16	8822	SY	\$ 5.00	\$ 44,110.00	0	\$ -	0	\$ -	0	\$ -	-8822	\$ (44,110.00)	0%
W17	1	LS	\$ 40,382.50	\$ 40,382.50	0	\$ -	0	\$ -	0	\$ -	-1	\$ (40,382.50)	0%
W18	0.66	AC	\$ 7,594.58	\$ 5,012.42	0	\$ -	0	\$ -	0	\$ -	-0.66	\$ (5,012.42)	0%
W19	6470	LF	\$ 3.66	\$ 23,680.20	0	\$ -	0	\$ -	0	\$ -	-6470	\$ (23,680.20)	0%
	0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
	0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
Total this Page				\$ 2,303,630.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,303,630.67)	0%	
Total Previous Pages				\$ 2,132,279.53	\$ -	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ (2,082,279.53)	24%	
Total				\$ 4,435,910.20	\$ -	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ 300,106.08	\$ (4,385,910.20)	24%	

Owner: La Porte County Redevelopment

Project I-94/US 421 TIF

Contractor:

D & M Excavating, Inc.
9896 W. 300 North
Michigan City, IN

Page: Five of Five

		Original Bid Value			Previous Application		This Application		Total to Date		Over / Under to Date		Percent Completed	
Item No.		Quantity	Unit	Unit Price	Cost	Installed	Cost	Installed	Cost	Installed	Cost	Quantity	\$ +/- Total	
SEGMENT B. ALONG EAST SIDE OF SR 421														
W1	12" DIP Watermain with Poly-Wrap	266	LF	\$ 117.62	\$ 31,286.92	0	\$ -	0	\$ -	0	\$ -	-266	\$ (31,286.92)	0%
W1 - sm	12" DIP	266	L.S.	\$ 55.55		0	\$ -	0	\$ -	0	\$ -			
W2	Fire Hydrant Assembly with 6" Gate Valve, Complete	1	EA	\$ 9,265.27	\$ 9,265.27	0	\$ -	0	\$ -	0	\$ -	-1	\$ (9,265.27)	0%
W2 - sm	Fire Hydrant	1	L.S.	\$ 3,685.90		0	\$ -	0	\$ -	0	\$ -			
W3	12" Butterfly Valve with Valve Box, Riser & Cover	1	EA	\$ 3,890.86	\$ 3,890.86	0	\$ -	0	\$ -	0	\$ -	-1	\$ (3,890.86)	0%
W3 - sm	12" Butterfly Valve	1	L.S.	\$ 2,734.96		0	\$ -	0	\$ -	0	\$ -			
W4	Erosion Control	818	LF	\$ 3.66	\$ 2,993.88	0	\$ -	0	\$ -	0	\$ -	-818	\$ (2,993.88)	0%
SEGMENT B-1: EXTENSION OF LINE B, NORRIS DITCH CROSSING														
W1	12" DIP Watermain with Poly-Wrap	980	LF	\$ 102.67	\$ 100,616.60	0	\$ -	0	\$ -	0	\$ -	-980	\$ (100,616.60)	0%
W1 - sm	12" DIP	980	L.S.	\$ 55.55		0	\$ -	0	\$ -	0	\$ -			
W2	Fire Hydrant Assembly with 6" Gate Valve, Complete	2	EA	\$ 9,265.27	\$ 18,530.54	0	\$ -	0	\$ -	0	\$ -	-2	\$ (18,530.54)	0%
W2 - sm	Fire Hydrant	0	L.S.	\$ 3,685.90		0	\$ -	0	\$ -	0	\$ -			
W3	12" DI Tee, With Blind Flanges, For Future Watermain	1	EA	\$ 2,428.71	\$ 2,428.71	0	\$ -	0	\$ -	0	\$ -	-1	\$ (2,428.71)	0%
W4	12" Butterfly Valve with Valve Box, Riser & Cover	2	EA	\$ 3,890.86	\$ 7,781.72	0	\$ -	0	\$ -	0	\$ -	-2	\$ (7,781.72)	0%
W4 - sm	12" Butterfly Valve	0	L.S.	\$ 2,734.96		0	\$ -	0	\$ -	0	\$ -			
W5	12" DIP for Stream/Gas Crossings, HDD	183	LF	\$ 247.02	\$ 45,204.66	0	\$ -	0	\$ -	0	\$ -	-183	\$ (45,204.66)	0%
W5 - sm	12" DIP TR Flex	183	LF	\$ 55.77		0	\$ -	0	\$ -	0	\$ -			
W7	Seeding and Mulching	1384	SY	\$ 5.00	\$ 6,920.00	0	\$ -	0	\$ -	0	\$ -	-1384	\$ (6,920.00)	0%
W8	Grubbing	0.2	AC	\$ 13,125.00	\$ 2,625.00	0	\$ -	0	\$ -	0	\$ -	-0.2	\$ (2,625.00)	0%
W9	Erosion Control	50	LF	\$ 3.66	\$ 183.00	0	\$ -	0	\$ -	0	\$ -	-50	\$ (183.00)	0%
LINE SEGMENT C: ALONG WEST SIDE OF SR 421														
W1	12" DIP Watermain with Poly-Wrap	1395	LF	\$ 106.20	\$ 148,149.00	0	\$ -	0	\$ -	0	\$ -	-1395	\$ (148,149.00)	0%
W1 - sm	12" DIP	1395	LF	\$ 55.55		0	\$ -	0	\$ -	0	\$ -			
W2	Fire Hydrant Assembly with 6" Gate Valve, Complete	3	EA	\$ 9,265.27	\$ 27,795.81	0	\$ -	0	\$ -	0	\$ -	-3	\$ (27,795.81)	0%
W2 - sm	Fire Hydrant	3	EA	\$ 3,685.90		0	\$ -	0	\$ -	0	\$ -			
W3	12" Butterfly Valve with Valve Box, Riser & Cover	4	EA	\$ 3,890.86	\$ 15,563.44	0	\$ -	0	\$ -	0	\$ -	-4	\$ (15,563.44)	0%
W3 - sm	12" Butterfly Valve	4	EA	\$ 2,734.96		0	\$ -	0	\$ -	0	\$ -			
W4	12" DIP for Stream/Gas Crossings, HDD	24	LF	\$ 569.61	\$ 13,670.64	0	\$ -	0	\$ -	0	\$ -	-24	\$ (13,670.64)	0%
W6	Granular Backfill, No.53 Compacted Aggregate	545	TON	\$ 39.11	\$ 21,314.95	0	\$ -	0	\$ -	0	\$ -	-545	\$ (21,314.95)	0%
W8	Seeding and Mulching	1550	SY	\$ 5.00	\$ 7,750.00	0	\$ -	0	\$ -	0	\$ -	-1550	\$ (7,750.00)	0%
W9	Grubbing	0.1	AC	\$ 12,778.00	\$ 1,277.80	0	\$ -	0	\$ -	0	\$ -	-0.1	\$ (1,277.80)	0%
W10	Erosion Control	100	LF	\$ 3.66	\$ 366.00	0	\$ -	0	\$ -	0	\$ -	-100	\$ (366.00)	0%
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
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PARTIAL WAIVER OF LIEN

State of Indiana, Ss:

Whereas, the undersigned **D & M Excavating, Inc.** has been heretofore employed by
La Porte County Redevelopment Commission to furnish certain material and labor,

to-wit:

for the building/property owned by **La Porte County**
and located on **CR 950 West / CR 300 North / US 421**
City of **Michigan City** County of **LaPorte**, State of Indiana.

Now therefore, Know Ye, That the undersigned, for and in consideration of **\$ 270,095.47**
Two Hundred Seventy Thousand Ninety Five Dollars and 47/100 dollars,

the receipt of which is hereby acknowledged, hereby and now waives and releases unto said owner
of said premises, any and all lien, right of lien or claim of whatsoever kind of character on the above
described building and real estate, TO AND FOR SAID AMOUNT, on account of any and all labor
material, or both, furnished for or incorporated into said building by the undersigned, up to this date, and

Does further certify that the consideration moving to the undersigned for
executing this PARTIAL WAIVER OF LIEN has been mutually given and accepted as a part payment
to or on account of the said **Owners** for said building and real estate.

The partial waiver of lien for this payment is an inducement for the owner to proceed with payment and
will be in full force and effect upon receipt of payment by the contractor.

Signed, sealed and delivered this **13th** day of **April**, 2022

Signed: 
Ryan J Miller **President**

Personally appeared before me this **13th** day of **April**, 2022
Ryan J. Miller who, being duly sworn on oath, says: That he/she is
President of the **Corporation** and that
he/she hereby acknowledges the execution of the foregoing instrument for and on behalf of said
Corporation and at Its special instance and request.

This instrument prepared by:

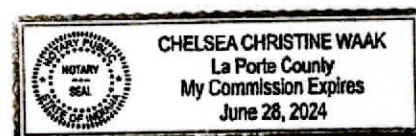

Chelsea Lusco

Notary Public

Resident of **LaPorte** County

My commission Expires:

June 28, 2024



PERMANENT EASEMENT AGREEMENT FOR PUBLIC WATERMAIN
LAPORTE COUNTY, INDIANA

Philip O. & Karen D. Tomerlin ("Grantor"), whose address is **9683 W. 300 N., Michigan City, IN 46360** grants, conveys, and releases to **LaPorte County** ("Grantee"), whose address is **555 Michigan Avenue, Suite 203, LaPorte, IN 46350**, for the sum of Ten Dollars (\$) **10.00** and other valuable consideration in hand ("Consideration"), the receipt and sufficiency of which are hereby acknowledged, a perpetual easement ("Easement") for the construction, use, operation, installation, inspection, repair, maintenance, reconstruction, replacement and public use of **Grantee-Owned Public Watermain** (as defined below), over, under and across the following described parcel of land ("Real Property"):

SEE REAL PROPERTY LEGALLY DESCRIBED IN ATTACHED EXHIBIT "A"

Parcel Identification Number: **460516376023000046**
460516376019000046
460516376017000046

The Easement shall be a perpetual easement on those portions of the Real Property described as follows ("Easement Areas"):

SEE ATTACHED EXHIBIT "A"

Grantor hereby grants and conveys to Grantee all of Grantor's right, title and interest, if any, in all **Public Watermains**, and all equipment, piping, appurtenances and related facilities incidental to such **Public Watermains**, which may now or subsequently be located in the **Easement Areas** and which have been inspected and accepted by Grantee (collectively referred to in this Easement as "**Grantee-Owned Public Watermain**").

Grantee, its agents, employees and contractors shall have the right of ingress and egress to and from the **Easement Areas** across the Real Property for the purpose of constructing, operating, installing, inspecting, repairing, maintaining, reconstructing and/or replacing the **Grantee-Owned Public Watermain** which are at any time located in the **Easement Areas**.

Grantor, its successors and assigns shall reimburse Grantee for any and all expenses incurred by Grantee to repair any damages to the **Grantee-Owned Public Watermain** caused by the Grantor, its agents, employees, contractors, licensees, invitees, successors or assigns.

Grantor, its successors and assigns shall be responsible for all maintenance of the **Easement Areas**, excluding the repair, maintenance, reconstruction, and replacement of the **Grantee-Owned Public Watermain** or damage to the **Easement Areas** caused by the Grantee its agents, employees or contractors pertaining to the construction, operation, installation, inspection, repair, maintenance, reconstruction, or replacement of **Grantee-Owned Public Watermain**.

Grantor, its successors and assigns shall not grant any other easements in the Easement Areas to any individual, person or entity without the prior written consent of Grantee.

Grantor, its successors and assigns hereby agree to indemnify and hold Grantee harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any person which may arise on the Real Property, unless such damage or injury was caused by (i) the activities of Grantee, its agents, employees or contractors pertaining to the construction, operation, installation, inspection, repair, maintenance, reconstruction, or replacement of Grantee-Owned Public Watermain within the Easement Areas, or (ii) a defect or condition relating to the Grantee-Owned Public Watermain which did not arise from the intentional acts of Grantor, its agents, employees, contractors, licensees, invitees, guests, successors or assigns.

No landscaping (other than sod or grass), trees or shrubs, buildings or other structures shall be placed or maintained in the Easement Areas or within such proximity to them so as to interfere with the construction, operation, installation, inspection, repair, maintenance, reconstruction and/or replacement of the Grantee-Owned Public Watermain located within the Easement Areas. Temporary non-use or limited use of the Easement by Grantee shall not prevent Grantee from making use of the Easement to the fullest extent authorized by law.

The area of the Real Property disturbed by construction or maintenance activities of Grantee, its agents, employees or contractors under this Easement shall be restored by Grantee, its agents, employees or contractors to substantially the same condition as existed immediately prior to the construction or maintenance activities of Grantee, its agents, employees or contractors.

Grantee may assign its rights under this Easement to any federal, state or county agency or to any other municipality.

This Easement is irrevocable and shall run with the Real Property and shall be binding upon the heirs, personal representatives, successors, and assigns of Grantor.

The individuals executing this Agreement warrant that they are duly authorized and fully empowered to execute this Agreement on behalf of their respective Parties.

This Easement shall be recorded in the LaPorte County Register of Deeds by the Grantee or Grantee's agent.

[SIGNATURES ON PAGE TO FOLLOW.]

This Easement is executed this 10th day of December, 2021.

GRANTOR: Philip O. Tomerlin Karen D. Tomerlin
Philip O. Tomerlin Karen A. Tomerlin

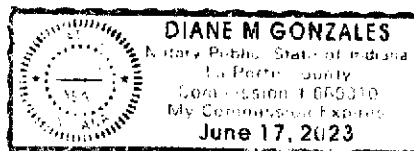
By:

Title:

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAPORTE)

The foregoing instrument was acknowledged before me this 10th day of December, 2021, by NA the Philip O. Tomerlin or Karen D. Tomerlin an Indiana NA known to me to be the person(s) who executed the within instrument and who acknowledged the same to be their free act and deed on behalf of the NA.



[Signature]
Notary Public LaPorte County, Indiana
Acting in LaPorte County, Indiana My
commission expires: June 17, 2023

GRANTEE:

LaPorte County Government

By:

Title:

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAPORTE)

The foregoing instrument was acknowledged before me this 10th day of December, 2021, by NA the LaPorte County Government an Indiana NA known to me to be the person(s) who executed the within instrument and who acknowledged the same to be their free act and deed on behalf of the NA.



[Signature]
Notary Public LaPorte County, Indiana
Acting in LaPorte County, Indiana My
commission expires: June 17, 2023

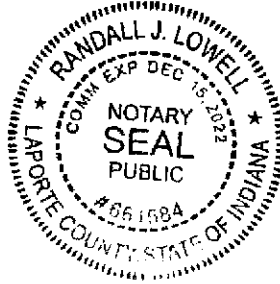
PIN: 460516376023000046
460516376019000046
460516376017000046

Philip O. & Karen D. Tomerlin
9683 W. 300 N.
Michigan City, IN 46360

ACCEPTANCE OF OFFER

I (We), **Philip O. & Karen D. Tomerlin**, owner(s) of the above described interest in property, hereby accept this offer of **\$1,200.00** made by the LaPorte County on this 9 th day of Dec, 2021.

Philip D. Tomerula
Signature of Owner 1
Karen A. Tomerula
Signature of Owner 2
12-9-2021
Date



NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF LAPORTE)

Subscribed and sworn to before me this 9 th day of Dec 2021.

My Commission Expires: 12-15-22

Resident: Laporte County

Randall J Lowell
Notary Signature

Randall J Lowell
Printed Name of Notary Public

219-874-5800
Contact Phone Number

NOTARY SEAL HERE

PIN: 460516376006000046

**Jack D. Rhodes, Jr. and Kathleen Pahs Rhodes for life and then to the
Pahs Rhodes Family Revocable Living Trust dated February 27, 2014
3208 N. 950 W.
Michigan City, IN 46360**

**UNIFORM LAND
ACQUISITION OFFER
(EASEMENT)**

The LaPorte County is authorized by Federal and State law to obtain an easement across your land for installation of a **Public Watermain**. An easement agreement and a plat showing the area to be obtained, with legal description, are attached.

An appraisal was performed and determined the fair market value of the easement we want to acquire from you is **One Thousand Two Hundred Dollars & 00/100** and therefore, LaPorte County offers you **\$1,200.00** for the above, described easement **along with replacement and installation of 6 trees at the owner's choosing**. A copy of the full appraisal is enclosed. You have thirty (30) days from the date of this letter to accept or reject this offer. If you accept this offer, you may expect payment in full within forty-five (45) days after signing the documents accepting this offer and executing this easement; and providing that there are no difficulties in obtaining clear title for the easement. Appropriation will be required thirty (30) days after you have received your payment in full.

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. Federal regulations require that property owners be advised that they may refuse to grant an easement.
2. You have the right to seek advice of an attorney, real estate appraiser or any other person of your choice on this matter.
3. You may object to the public purpose and necessity of this project.
4. By law, the LaPorte County is required to make a good faith effort to purchase the easement.
5. You do not have to accept this purchase offer. If you reject this offer, LaPorte County must make a good faith effort at negotiating an agreeable purchase offer. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of your property, LaPorte County has the right to file suit to condemn and appropriate the easement in the County in which the real estate is located.

6. If you refuse and LaPorte County files a suit to condemn and appropriate the easement, and the court grants its request to condemn, the court will then appoint three (3) appraisers who will make an independent appraisal of the property to be appropriated.
7. If we both agree with the court appraisers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for the property condemned.
8. If the court appraisers' report is not accepted by either of us, then LaPorte County has the legal option of depositing the amount of the court appraisers' evaluation with the court, and if such a deposit is made with the court, LaPorte County is legally entitled to immediate appropriation of the easement. You may, subject to the approval of the court, make withdrawals from the amount deposited with the court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.
9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the property. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in this notice.
10. If you have any questions concerning this matter, you may contact us at:

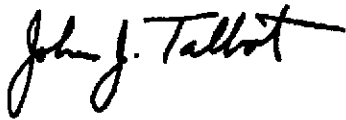
John J. Talbot, P.E., LEED AP
Project Director
Weaver Consultants Group North Central, LLC
35 E. Wacker Drive, Suite 1250
Chicago, IL 60660
312-496-3702
jtalbot@wcgrp.com

This offer was made to the owner (s):

**Jack D. Rhodes, Jr. and Kathleen Pahs Rhodes
for life and then to the Pahs Rhodes Family
Revocable Living Trust dated February 27, 2014
Printed Name**

**3208 N. 950 W.
Michigan City, IN 46360
Address**

On This 15 th day of December, 2021



Signature

**John J. Talbot, Project Director
Printed Name and Title**

Agent of: LaPorte County, IN

If you decide to accept the offer of **\$1,200.00** made by LaPorte County, sign your name on the attached "Acceptance of Offer" and "Permanent Easement Agreement for Public Watermain" and mail the signed forms to the address in the attached self-addressed, stamped envelope. An additional copy of this offer has been provided for your file.

PIN: 460516376006000046

Jack D. Rhodes, Jr. and Kathleen Pahs Rhodes for life and then to the
Pahs Rhodes Family Revocable Living Trust dated February 27, 2014

3208 N. 950 W.

Michigan City, IN 46360

Jack D. Rhodes Jr. ACCEPTANCE OF OFFER

I (We), Jack D. Rhodes, Jr. and Kathleen Pahs Rhodes for life and then to the Pahs Rhodes Family Revocable Living Trust dated February 27, 2014, owner(s) of the above described interest in property, hereby accept this offer of \$1,200.00 made by the LaPorte County on this 16th day of FEB 2022

Jack D. Rhodes Jr.
Signature of Jack D. Rhodes, Jr., for life

Jack D. Rhodes Jr.
Signature of Jack D. Rhodes, Jr., as
Trustee of the Pahs Rhodes Family
Revocable Living Trust dated
February 27, 2014

Kathleen Pahs Rhodes
Signature of Kathleen Pahs Rhodes, for life

Kathleen Pahs Rhodes Trustee
Signature of Kathleen Pahs Rhodes, as
Trustee of the Pahs Rhodes Family
Revocable Living Trust dated
February 27, 2014

Feb. 16, 2022
Date

NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF LAPORTE)

NICHOLE LEANN JONES
Notary Public - Seal
La Porte County - State of Indiana
Commission Number NP0728706
My Commission Expires Sep 13, 2028

Subscribed and sworn to before me this 16th day of FEB 2022

My Commission Expires: 09/13/2028

Resident: LAPORTE County

Nichole Leann Jones
Notary Signature

NICHOLE LEANN JONES
Printed Name of Notary Public

219-873-2716
Contact Phone Number

NICHOLE LEANN JONES
Notary Public - Seal
La Porte County - State of Indiana
Commission Number NP0728706
My Commission Expires Sep 13, 2028

NOTARY SEAL HERE

PIN: 460516351012000046

Gerald A. Satoski

9813W. 300 N.

Michigan City, IN 46360

**UNIFORM LAND
ACQUISITION OFFER
(EASEMENT)**

The LaPorte County is authorized by Federal and State law to obtain an easement across your land for installation of a **Public Watermain**. An easement agreement and a plat showing the area to be obtained, with legal description, are attached.

An appraisal was performed and determined the fair market value of the easement we want to acquire from you is **Nine Hundred Dollars & 00/100** and therefore, LaPorte County offers you **\$900.00** for the above, described easement. A copy of the full appraisal is enclosed. You have thirty (30) days from the date of this letter to accept or reject this offer. If you accept this offer, you may expect payment in full within forty-five (45) days after signing the documents accepting this offer and executing this easement; and providing that there are no difficulties in obtaining clear title for the easement. Appropriation will be required thirty (30) days after you have received your payment in full.

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. Federal regulations require that property owners be advised that they may refuse to grant an easement.
2. You have the right to seek advice of an attorney, real estate appraiser or any other person of your choice on this matter.
3. You may object to the public purpose and necessity of this project.
4. By law, the LaPorte County is required to make a good faith effort to purchase the easement.
5. You do not have to accept this purchase offer. If you reject this offer, LaPorte County must make a good faith effort at negotiating an agreeable purchase offer. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of your property, LaPorte County has the right to file suit to condemn and appropriate the easement in the County in which the real estate is located.
6. If you refuse and LaPorte County files a suit to condemn and appropriate the easement, and the court grants its request to condemn, the court will then appoint three (3) appraisers who will make an independent appraisal of the property to be appropriated.

7. If we both agree with the court appraisers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for the property condemned.
8. If the court appraisers' report is not accepted by either of us, then LaPorte County has the legal option of depositing the amount of the court appraisers' evaluation with the court, and if such a deposit is made with the court, LaPorte County is legally entitled to immediate appropriation of the easement. You may, subject to the approval of the court, make withdrawals from the amount deposited with the court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.
9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the property. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in this notice.
10. If you have any questions concerning this matter, you may contact us at:

John J. Talbot, P.E., LEED AP
Project Director
Weaver Consultants Group North Central, LLC
35 E. Wacker Drive, Suite 1250
Chicago, IL 60660
312-496-3702
jtalbot@wcgrp.com

This offer was made to the owner (s):

Gerald A. Satoski

Printed Name

**209 N. Hickory St.
Westville, IN 46391**

Address

On This 20th day of October, 2021



Signature

John J. Talbot, Project Director

Printed Name and Title

Agent of: LaPorte County, IN

If you decide to accept the offer of **\$900.00** made by LaPorte County, sign your name on the attached "Acceptance of Offer" and "Permanent Easement Agreement for Public Watermain" and mail the signed forms to the address in the attached self-addressed, stamped envelope. An additional copy of this offer has been provided for your file.

PIN: 460516351012000046

Gerald A. Satoski

9813W. 300 N.

Michigan City, IN 46360

ACCEPTANCE OF OFFER

I (We), **Gerald A. Satoski**, owner(s) of the above described interest in property, hereby accept this offer of \$900.00 made by the LaPorte County on this 8 th day of March, 2022

Gerald A. Satoski
Signature of Owner 1

Signature of Owner 2

3-8-22
Date

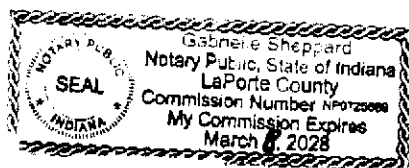
NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF LAPORTE)

Subscribed and sworn to before me this 8 th day of March, 2022

My Commission Expires: 03-08-2028

Resident: LaPorte County



Gabrielle Sheppard
Notary Signature

Gabrielle Sheppard
Printed Name of Notary Public

219-874-6943
Contact Phone Number

NOTARY SEAL HERE

PIN: 460516376021000046

**Thomas James & Brenda Lee Reiser
9645 W. 300 N.
Michigan City, IN 46360**

**UNIFORM LAND
ACQUISITION OFFER
(EASEMENT)**

The LaPorte County is authorized by Federal and State law to obtain an easement across your land for installation of a **Public Watermain**. An easement agreement and a plat showing the area to be obtained, with legal description, are attached.

An appraisal was performed and determined the fair market value of the easement we want to acquire from you is **Seven Hundred Dollars & 00/100** and therefore, LaPorte County offers you **\$700.00** for the above, described easement. A copy of the full appraisal is enclosed. You have thirty (30) days from the date of this letter to accept or reject this offer. If you accept this offer, you may expect payment in full within forty-five (45) days after signing the documents accepting this offer and executing this easement; and providing that there are no difficulties in obtaining clear title for the easement. Appropriation will be required thirty (30) days after you have received your payment in full.

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. Federal regulations require that property owners be advised that they may refuse to grant an easement.
2. You have the right to seek advice of an attorney, real estate appraiser or any other person of your choice on this matter.
3. You may object to the public purpose and necessity of this project.
4. By law, the LaPorte County is required to make a good faith effort to purchase the easement.
5. You do not have to accept this purchase offer. If you reject this offer, LaPorte County must make a good faith effort at negotiating an agreeable purchase offer. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of your property, LaPorte County has the right to file suit to condemn and appropriate the easement in the County in which the real estate is located.
6. If you refuse and LaPorte County files a suit to condemn and appropriate the easement, and the court grants its request to condemn, the court will then appoint three (3) appraisers who will make an independent appraisal of the property to be appropriated.

7. If we both agree with the court appraisers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for the property condemned.
8. If the court appraisers' report is not accepted by either of us, then LaPorte County has the legal option of depositing the amount of the court appraisers' evaluation with the court, and if such a deposit is made with the court, LaPorte County is legally entitled to immediate appropriation of the easement. You may, subject to the approval of the court, make withdrawals from the amount deposited with the court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.
9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the property. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in this notice.
10. If you have any questions concerning this matter, you may contact us at:

John J. Talbot, P.E., LEED AP
Project Director
Weaver Consultants Group North Central, LLC
35 E. Wacker Drive, Suite 1250
Chicago, IL 60660
312-496-3702
jtalbot@wcgrp.com

This offer was made to the owner (s):

Thomas James & Brenda Lee Reiser

Printed Name

9645 W. 300 N.

Michigan City, IN 46360

Address

On This 20th day of October, 2021



Signature

John J. Talbot, Project Director

Printed Name and Title

Agent of: LaPorte County, IN

If you decide to accept the offer of **\$700.00** made by LaPorte County, sign your name on the attached "Acceptance of Offer" and "Permanent Easement Agreement for Public Watermain" and mail the signed forms to the address in the attached self-addressed, stamped envelope. An additional copy of this offer has been provided for your file.

PIN: 460516376021000046

Thomas James & Brenda Lee Reiser
9645 W. 300 N.
Michigan City, IN 46360

ACCEPTANCE OF OFFER

I (We), **Thomas James & Brenda Lee Reiser**, owner(s) of the above described interest in property, hereby accept this offer of **\$700.00** made by the LaPorte County on this 2nd day of March, 2022

Thomas James Reiser
Signature of Owner 1

Brenda Lee Reiser
Signature of Owner 2

3-2-2022
Date

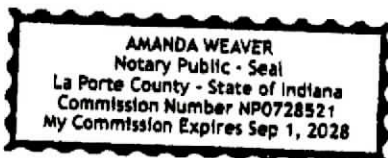
NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF LAPORTE)

Subscribed and sworn to before me this 2nd day of March, 2022

My Commission Expires: Sep 1, 2028

Resident: LAPORTE County



Amanda Weaver
Notary Signature

AMANDA WEAVER
Printed Name of Notary Public

219-874-9397
Contact Phone Number

NOTARY SEAL HERE

PIN: 460516376004000046

**Gregory A. Pahs for life and the remainder to the Gregory A. Pahs
Revocable Living Trust dated December 16, 2014**

3084 N. 950 W.

Michigan City, IN 46360

**UNIFORM LAND
ACQUISITION OFFER
(EASEMENT)**

The LaPorte County is authorized by Federal and State law to obtain an easement across your land for installation of a **Public Watermain**. An easement agreement and a plat showing the area to be obtained, with legal description, are attached.

An appraisal was performed and determined the fair market value of the easement we want to acquire from you is **Two Thousand Six Hundred Dollars & 00/100** and therefore, LaPorte County offers you **\$2,600.00** for the above, described easement along with replacement and installation of 6 trees. A copy of the full appraisal is enclosed. You have thirty (30) days from the date of this letter to accept or reject this offer. If you accept this offer, you may expect payment in full within forty-five (45) days after signing the documents accepting this offer and executing this easement; and providing that there are no difficulties in obtaining clear title for the easement. Appropriation will be required thirty (30) days after you have received your payment in full.

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. Federal regulations require that property owners be advised that they may refuse to grant an easement.
2. You have the right to seek advice of an attorney, real estate appraiser or any other person of your choice on this matter.
3. You may object to the public purpose and necessity of this project.
4. By law, the LaPorte County is required to make a good faith effort to purchase the easement.
5. You do not have to accept this purchase offer. If you reject this offer, LaPorte County must make a good faith effort at negotiating an agreeable purchase offer. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of your property, LaPorte County has the right to file suit to condemn and appropriate the easement in the County in which the real estate is located.

6. If you refuse and LaPorte County files a suit to condemn and appropriate the easement, and the court grants its request to condemn, the court will then appoint three (3) appraisers who will make an independent appraisal of the property to be appropriated.
7. If we both agree with the court appraisers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for the property condemned.
8. If the court appraisers' report is not accepted by either of us, then LaPorte County has the legal option of depositing the amount of the court appraisers' evaluation with the court, and if such a deposit is made with the court, LaPorte County is legally entitled to immediate appropriation of the easement. You may, subject to the approval of the court, make withdrawals from the amount deposited with the court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.
9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the property. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in this notice.
10. If you have any questions concerning this matter, you may contact us at:

John J. Talbot, P.E., LEED AP
Project Director
Weaver Consultants Group North Central, LLC
35 E. Wacker Drive, Suite 1250
Chicago, IL 60660
312-496-3702
jjtalbot@wcgrp.com

This offer was made to the owner (s):

**Gregory A. Pahs for life and the remainder to the
Gregory A. Pahs Revocable Living Trust dated
December 16, 2014**

Printed Name

**3084 N. 950 W.
Michigan City, IN 46360**

Address

On This 21 st day of December, 2021



Signature

John J. Talbot, Project Director

Printed Name and Title

Agent of: LaPorte County, IN

If you decide to accept the offer of **\$2,600.00** made by LaPorte County, sign your name on the attached "Acceptance of Offer" and "Permanent Easement Agreement for Public Watermain" and mail the signed forms to the address in the attached self-addressed, stamped envelope. An additional copy of this offer has been provided for your file.

PIN: 460516376004000046

Gregory A. Pahs for life and the remainder to the Gregory A. Pahs
Revocable Living Trust dated December 16, 2014

3084 N. 950 W.

Michigan City, IN 46360

ACCEPTANCE OF OFFER

I (We), Gregory A. Pahs for life and the remainder to the Gregory A. Pahs Revocable Living Trust dated December 16, 2014, owner(s) of the above described interest in property, hereby accept this offer of \$2,600.00 made by the LaPorte County on this ____th day of ____, 20__.

X Gregory A. Pahs For Life
Signature of Gregory A. Pahs, for life

X Gregory A. Pahs
Signature of Gregory A. Pahs, as Trustee
of the Gregory A. Pahs Revocable Living
Trust dated December 16, 2014

3-17-22
Date

NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF LAPORTE)

Subscribed and sworn to before me this 17th day of March, 2022.

My Commission Expires:

Resident: LaPorte County

<u>Carrie A Steinhiser</u> Notary Signature	Carrie A Steinhiser Notary Public, State of Indiana SEAL My Commission Expires 8/20/2025 Commission Number 705471
Printed Name of Notary Public	

(219) 877-5745
Contact Phone Number

NOTARY SEAL HERE



MCR Partners LLC

INVOICE 2022-004

04-01-2022

INVOICE TO

LaPorte County Redevelopment Commission
555 Michigan Ave
LaPorte, IN 46350

PROJECT

LaPorte County Redevelopment Director

DESCRIPTION

1. 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, 35-94 Economic Development Area and any other recommended economic development or redevelopment area(s) being contemplated by County Leadership;
2. 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;
3. Working with your department heads, coordinate property ownership in targeted areas, and establish planning overlays for potential investment linked with public incentives and municipal financing;
4. 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;
5. Seek investors that are in accord with current and future plans for LaPorte County;
6. Develop Non-Disclosure Agreements for specific properties, review status of properties with regard to solvency, tenancy, taxes and liens;
7. Provide a Broker Opinion of Value (BOV) for facilities/properties;
8. Review and provide planning documentation for the creation of new economic development areas and allocation areas based on project demand and opportunity;
9. Work in cooperation with your legal counsel on documentation regarding transparency and use of public funding for economic development and redevelopment;
10. Develop a sales/lease divestiture strategy for the subject sites in cooperation with existing land owners and County owned properties;
11. Prep for and facilitate meeting(s) with interested brokers/investors and site selection professionals;

12. Working with Auditor, Assessor, Surveyor and Recorder to determine project risk, opportunities and compliance;
13. Direct implementation of existing planning efforts by the Redevelopment Commission and as well as other interested governmental agencies;
14. Direct interface with agencies regarding development submittals, including meetings with Federal, State and local officials to seek alternative funding sources for projects;
15. Assist in reviewing planning and development submittals to identify development barriers, infrastructure needs and financial viability;
16. 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;
17. Provide updates regarding funding, development opportunities at monthly meetings;
18. Operate out of the Office of Economic Development no less than 8 hours per week (over two days);
19. Attendance at meetings as requested by president of the Commission including Commissioners, County Council, Redevelopment, and Planning meetings.

Monthly Retainer

Total Due 04-30-2022 \$6,000.00

\$1,000.00

PLEASE REMIT PAYMENT TO:
MCR PARTNERS, LLC
5920 HOHMAN AVENUE
HAMMOND, IN 46320

*MCR Partners, LLC
5920 Hohman Avenue Hammond, IN 46320
219-741-9511*

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between, **LAPORTE COUNTY INDIANA**, acting through its **REDEVELOPMENT COMMISSION**, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and

USI Consultants, Inc.
8415 E. 56th Street
Indianapolis, IN 46216
(317) 544-4996

, hereinafter referred to as the "CONSULTANT."

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for inspection services for the project hereinafter described, and,

WHEREAS, THE CONSULTANT has expressed a willingness to provide said engineering services as desired by the LOCAL PUBLIC AGENCY and to furnish the engineering services in connection therewith;

NOW, THEREFORE, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

US 421-CR300N WATER SEWER EXTENSION CONSTRUCTION INSPECTION

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

SECTION 1: SERVICES BY CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A" attached to this Agreement, and made an integral part hereof.

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

The CONSULTANT shall not begin work prior to the date of the Notice to Proceed.

The LOCAL PUBLIC AGENCY reserves the right to issue Notice-to-Proceed on all or part of the work included in this Agreement subject to available funding.

SECTION IV: COMPENSATION

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

SECTION V: GENERAL PROVISIONS

1. Work Office

The CONSULTANT shall perform the work under this Agreement at the following offices:

USI CONSULTANTS, INC.
8415 E. 56th Street
Indianapolis, IN 46216
Office: (317) 544-4996

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part time or other basis, any LOCAL PUBLIC AGENCY personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

The State of Indiana has enacted a law (I.C. 22-5-1.7) that requires an entity entering into a contract with a state agency or political subdivision to verify that their employees are legally eligible to work in the United States. As a term of this agreement, CONSULTANT shall:

- A. Enroll in and verify the work eligibility status of newly hired employees through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
- B. Certifies that the CONSULTANT does not knowingly employ unauthorized aliens.

3. Subletting and Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

4. Ownership of Documents/Instruments of Service

The LOCAL PUBLIC AGENCY acknowledges the CONSULTANT'S documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the LOCAL PUBLIC AGENCY upon completion of the work and payment in full of all monies due to the CONSULTANT. The LOCAL PUBLIC AGENCY shall not reuse or make any modification to the plans and specifications without the prior written authorization of the CONSULTANT. The LOCAL PUBLIC AGENCY agrees, to the fullest permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the plans and/or specifications by the LOCAL PUBLIC AGENCY or any person or entity that acquires or obtains the plans and specifications from or through the LOCAL PUBLIC AGENCY without written authorization of the CONSULTANT.

5. Access to Records

The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement, for inspection by the LOCAL PUBLIC AGENCY, and copies thereof shall be furnished if requested.

6. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with state, federal and local statutes, ordinances, and regulations applicable to the performance of this Agreement.

7. Standard of Performance

Services provided by CONSULTANT under this Agreement shall be performed in accordance with generally accepted engineering practices. All estimates, recommendations, opinions, and decisions shall be based on available information at the time, and the experience, technical qualifications, and professional judgment of CONSULTANT. CONSULTANT shall hold

harmless the LOCAL PUBLIC AGENCY from claims, suits, actions, and damages resulting from the negligent acts, errors or omissions of the CONSULTANT under this Agreement.

Services provided by the CONSULTANT under this agreement shall be consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

8. Status of Claim

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to the LOCAL PUBLIC AGENCY.

9. Responsibility of the CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT. The CONSULTANT shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by LOCAL PUBLIC AGENCY. The CONSULTANT shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known) in the designs, drawings, specifications and other services furnished by the LOCAL PUBLIC AGENCY, or other consultants retained by the LOCAL PUBLIC AGENCY.
- B. Neither the LOCAL PUBLIC AGENCY'S review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.
- C. The CONSULTANT shall be responsible for all damage to life and property caused by negligent errors or omissions of the CONSULTANT, its subcontractors, or

employees in connection with the services rendered by the CONSULTANT pursuant to this contract. The CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY and their officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatever kind, which, directly and independently of all other causes, arise out of, or result from, the negligence of the CONSULTANT, its employees, in performing the services that are required of the CONSULTANT by this contract. CONSULTANT shall not be required to indemnify the LOCAL PUBLIC AGENCY to the extent Damages arise from or are caused by the LOCAL PUBLIC AGENCY's own negligence (whether sole, concurrent, or contributory).

- D. The CONSULTANT shall have no responsibility for supervising, directing or controlling the work of contractors or other consultants retained by the LOCAL PUBLIC AGENCY, nor shall the CONSULTANT have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the contract plans, specifications, special provisions, etc. prepared by the CONSULTANT) selected by contractors. The CONSULTANT shall have no responsibility for the safety of persons on or off the job site, and whether or not engaged in the work, for safety precautions and programs incident to the work of contractors, or for any failure of contractors or others to exercise care for the safety of any person, including employees of contractors, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors' performance of the work.
- E. The rights and remedies of the LOCAL PUBLIC AGENCY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. The CONSULTANT shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports, or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.

10. Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained.

The CONSULTANT will provide the following minimum insurance requirements:

- A. Workers' Compensation Insurance: Employer's Liability:

		\$1,000,000 each accident \$1,000,000 Disease - Each employee \$1,000,000 Disease - Policy Limit
B.	General Liability Insurance:	\$1,000,000 per occurrence bodily injury or property damage \$300,000 Damage to Rented Property (each occurrence) \$5,000 Medical Expense per person \$2,000,000 Annual aggregate \$1,000,000 Personal & Adv. Injury \$2,000,000 Products- Comp/OP/Agg
C.	Automobile Liability	\$1,000,000 Combined Single Limit
D.	Professional Liability	\$5,000,000 each claim \$5,000,000 annual aggregate

11. Liability for Damages

CONSULTANT agrees to take all necessary precautions for the safety of, and the prevention of injury, loss or death to its employees on or off of the project site and to comply with the provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities applicable to its employees and to CONSULTANT'S performance of its services under this Agreement. Provided, however, the CONSULTANT and the LOCAL PUBLIC AGENCY shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements including OSHA and IOSHA nor for any injury, death or property damage to the contractor, subcontractor or their employees arising out of an accident or incident which may occur incidental to the construction of the project.

CONSULTANT will apply the reasonable standard of care to comply with applicable laws in effect at the time the services are performed hereunder, which to be best of its knowledge, information and belief, apply to its obligations under this Agreement. CONSULTANT shall indemnify the LOCAL PUBLIC AGENCY, its officers and employees against any claim or liability to the extent caused by a negligent act by the CONSULTANT.

CONSULTANT assumes all risk of loss, damage or destruction to CONSULTANT'S work, all of his materials, tools, appliances and property of every description, and of injury to or deaths of CONSULTANT or his employees arising out of or in connection with the performance of this Agreement, including that which occurs due to the acts or failure to act of any third party, other than that which is solely caused by the LOCAL PUBLIC AGENCY or caused solely by any third party.

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from any negligent act by the CONSULTANT, his

subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnities which would otherwise exist as to a party or person described in this paragraph.

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this contract. The CONSULTANT shall send notice of claims related to work under this contract to:

LPA CONTACT INFO:

Mitch Bishop: LaPorte County Planner
La Porte County Hwy Garage
1805 5th St, La Porte, Indiana 46350
Phone (219) 362-2051

The CONSULTANT'S indemnity obligations shall survive the completion, cancellation or early termination of the Agreement.

12. Progress Reports

If requested, the CONSULTANT shall submit a monthly Progress Report to the LOCAL PUBLIC AGENCY by the tenth of each month, showing progress to the first of the month, or may otherwise communicate project status in the form of meetings, phone calls, faxes, emails, etc. The most current progress report should be submitted with each invoice.

13. Changes in Work

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment and the CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY to proceed with the work.

14. Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY. It being understood, however, that the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any of its rights herein.

15. Abandonment and Termination

The CONSULTANT and LOCAL PUBLIC AGENCY reserve the right to terminate or suspend this Agreement for any reason upon written notice.

If either the CONSULTANT or the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications, computer files in a format acceptable to the Local Public Agency and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimates of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be as made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for all services to be paid for on a lump sum basis and shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis.

If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several items specified in Appendix "C", or within such further extension or extensions of time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT shall not, within twenty (20) calendar days from the date of such notice, have complied with the requirements of this contract, then the contract is terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within the twenty (20) day period to fully comply with each and all requirements of this contract, this contract shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants, by contract or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address. No further compensation will be made to the CONSULTANT for work completed, but terminated under this paragraph.

In case the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements, computer files in a format acceptable to the Local Public Agency and data pertaining to the project, prepared under the terms or in fulfillment of this contract, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damages it may sustain by reason thereof.

16. Non-Discrimination

Pursuant to I.C. 22-9-1-10 and I.C. 5-16-6-1, the CONSULTANT and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or age. Breach of this covenant may be regarded as a material breach of the Agreement.

17. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds its successors, executors, administrators and assignees of such other party, as the cause may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

18. Iran Certification

CONSULTANT hereby certifies, in accordance with I.C. 5-22-16.5-1 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

19. IRCA Compliance

The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The CONSULTANT shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders ('other immigration laws') and by executing this Contract, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. CONSULTANT shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Contract. The CONSULTANT shall indemnify the LOCAL PUBLIC AGENCY against all damages, losses and expenses, including attorneys' fees, incurred or sustained by the LOCAL PUBLIC AGENCY as a result of the CONSULTANT's failure to comply with IRCA or other immigration law. CONSULTANT shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement.

20. OFAC Compliance

The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals (“SDN”). If the name of the CONSULTANT or any individual in a management position with CONSULTANT is discovered on the SND list, published by OFAC, such discovery shall constitute a material breach of this Contract. The LOCAL PUBLIC AGENCY shall promptly notify CONSULTANT, which shall have three (3) days in which to provide to the LOCAL PUBLIC AGENCY clear and convincing evidence that (a) neither CONSULTANT nor any individual in a management position with CONSULTANT is an SND, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits the LOCAL PUBLIC AGENCY to do business with CONSULTANT. Should CONSULTANT fail to do so, then the LOCAL PUBLIC AGENCY shall terminate this Agreement for cause without further notice or grace period. CONSULTANT shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement

21. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

22. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

23. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses:

LOCAL PUBLIC AGENCY:

Mitch Bishop: LaPorte County Planner
La Porte County Hwy Garage
1805 5th St, La Porte, Indiana 46350
Phone (219) 362-2051

CONSULTANT:

USI Consultants, Inc.
8415 E. 56th Street
Indianapolis, IN 46216
Phone: (317) 544-4996

24. Indemnification

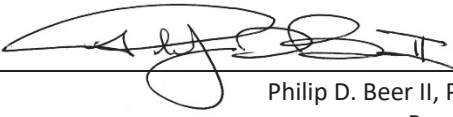
CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from all demands, damages, liabilities, costs, and expenses (including reasonable attorney’s fees), judgments, settlements, and penalties of every kind that are legally determined to be as a result of negligence or willful misconduct of CONSULTANT. The LOCAL PUBLIC AGENCY may elect to

participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving CONSULTANT's obligations to indemnify or hold harmless. CONSULTANT shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the LOCAL PUBLIC AGENCY and without an unconditional release of all liability by each claimant or plaintiff to the LOCAL PUBLIC AGENCY. IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT

USI CONSULTANTS, INC.

BY: 
Philip D. Beer II, PE, PS
President

BY: 
Michael J. Obergfell, PE
Vice President

DATE: April 19, 2022

LOCAL PUBLIC AGENCY

LAPORTE COUNTY REDEVELOPMENT COMMISSION

BY: _____
Randy Novak, President

BY: _____
Joe Coar

BY: _____
Scott Cooley

BY: _____
Rich Mrozinski

BY: _____
Connie Gramarossa

BY: _____
Terry Larson

BY: _____
Mike Rosenbaum

BY: _____
Jan Ribordy

ATTEST: _____

Date: _____

SERVICES BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate guidelines, regulations and requirements of the LOCAL PUBLIC AGENCY.

1. The CONSULTANT shall be responsible for performing the following activities under this part-time construction inspection agreement:
 - A. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract and give to the LOCAL PUBLIC AGENCY detailed documentation concerning its acceptability.
 - B. Conferences: Attend pre-construction conferences as directed by the LOCAL PUBLIC AGENCY, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the LOCAL PUBLIC AGENCY for notification to those who are expected to attend. Record for the LOCAL PUBLIC AGENCY, as directed, minutes of such meetings.
 - C. Liaison: Serve as the LOCAL PUBLIC AGENCY's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the part-time RPR shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the LOCAL PUBLIC AGENCY by the part-time RPR.
 - D. Assist the LOCAL PUBLIC AGENCY in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
 - E. Assist the LOCAL PUBLIC AGENCY in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
 - F. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to LOCAL PUBLIC AGENCY personnel for approval.

- b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
- c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the LOCAL PUBLIC AGENCY when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.

10. Review of Work, Inspection and Tests:

- a. Conduct on-site inspections for the LOCAL PUBLIC AGENCY of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
- b. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the LOCAL PUBLIC AGENCY.
- c. Verify that required testing has been accomplished.

11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LOCAL PUBLIC AGENCY.

12. Records:

- a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the LOCAL PUBLIC AGENCY
- c. Maintain for the LOCAL PUBLIC AGENCY, a record of names, addresses and telephone numbers of all sub- contractors and major material suppliers.
- d. Maintain a set of drawings on which authorized changes are noted, and deliver to the LOCAL PUBLIC AGENCY upon request, but in any event at the completion of the project.

- e. Prepare the Final Construction Record and Final Estimate as required by the LOCAL PUBLIC AGENCY
-
- 13. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LOCAL PUBLIC AGENCY for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the Contract.
 - 14. Project Responsibility: The RPR will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
 - 15. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours. If work on the construction project is suspended all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.

Remainder of this page left blank intentionally.

INFORMATION AND SERVICES TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY:

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following (if requested):

1. Standard Specifications and standard drawings applicable to the project
2. Plans of existing roadway within the project limits
3. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
4. Utility plans available to LOCAL PUBLIC AGENCY covering utility facilities govern the location of signals and underground conduits throughout the affected areas
5. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
6. Plans of existing roadways & structures, and traffic assignments, if available.
7. Assist with access to enter upon public and private lands as required for the CONSULTANT to perform the duties required under this Agreement.
8. All legal services as may be required for development of the project.

Remainder of this page left blank intentionally.

APPENDIX "C"

SCHEDULE:

The CONSULTANT shall begin the work to be performed under this agreement within thirty (30) days upon receipt of the written Notice-to-Proceed (NTP) from the LOCAL PUBLIC AGENCY and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule shown below. The CONSULTANT shall not begin work prior to the date of the Notice to Proceed.

All work by the CONSULTANT under this Contract shall be completed and delivered to the CITY OF LA PORTE for review and approval within the approximate time periods shown in the following submission schedule:

1. Pre-Construction Minutes written and distributed for concurrence, five (5) days after the Pre- Construction Meeting is held.
2. Final Construction Records to LOCAL PUBLIC AGENCY within (45) days after the contractors last day of work.

Remainder of this page left blank intentionally.

APPENDIX "D"

COMPENSATION:

1. The CONSULTANT shall receive as payment for the services performed under this Agreement the Not To Exceed fee of \$125,000.00 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or services not required to develop this project. If notice to proceed with any portion of the work is not given prior to one year from the date of this Agreement, the fees for that portion of the work may be renegotiated as mutually agreed upon by the LOCAL PUBLIC AGENCY and the CONSULTANT. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.

1. Method of Payment

The CONSULTANT shall submit invoices to the LOCAL PUBLIC AGENCY, not more often than once per month during the progress of the work, for partially completed work as of the date of the invoice. Such invoices shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work based on the proportion which its percentage of completion bears to the total cost of the fully completed work.

Invoices shall be submitted to:

Mitch Bishop: LaPorte County Planner
La Porte County Hwy Garage
1805 5th St, La Porte, Indiana 46350
Phone (219) 362-2051
mbishop@laportecounty.org

The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work there under, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice as described above.

In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted.

2021 – 2022 USI Billable Hourly Rates Per Classification

Effective: February 11, 2022

CLASSIFICATION	BILLABLE HOURLY RATE
1 Business Development	\$ 252.00
2 CADD Technician	\$ 89.00
3 Clerical	\$ 108.00
4 Construction Project Manager I	\$ 119.00
5 Construction Project Manager II	\$ 126.00
6 Construction Project Manager III	\$ 150.00
7 Construction Project Manager IV	\$ 171.00
8 Construction Project Manager V - Dept Manager	\$ 200.00
9 Designer/Detailer I	\$ 172.00
10 Designer/Detailer II	\$ 190.00
11 Drone Operator	\$ 124.00
12 Engineer Intern	\$ 120.00
13 Engineer I - Project Engineer/Non-PE PM	\$ 140.00
14 Engineer II - Project Manager	\$ 162.00
15 Engineer III - Senior Project Engineer	\$ 190.00
16 Engineer IV - Senior Project Manager	\$ 206.00
17 Engineer V - Department Manager	\$ 254.00
18 Engineer VI - Principal Engineer*	\$ 260.00
19 Environmental Specialist	\$ 100.00
20 Intern	\$ 75.00
21 Project Coordinator	\$ 145.00
22 Right of Way I - ROW Technician	\$ 89.00
23 Right of Way II - Project Manager/Buying Agent	\$ 123.00
24 Right of Way III - Senior Project Manager	\$ 156.00
25 Surveyor I - Survey Technician I	\$ 85.00
26 Surveyor II - Survey Technician II	\$ 93.00
27 Surveyor III - Party Chief I	\$ 116.00
28 Surveyor IV - Party Chief II	\$ 146.00
29 Surveyor V - Project Surveyor	\$ 161.00
30 Surveyor VI - Construction Survey Manager	\$ 191.00
31 Surveyor VII - Design Survey Manager	\$ 229.00
32 Utility Coordinator I	\$ 80.00
33 Utility Coordinator II	\$ 176.00

NOTES:

1. The base rate shown will be multiplied by a factor of 1.5 for overtime rates (over 8 hrs. per day).
2. Same rates will apply for travel time.
3. Motel expenses will be reimbursed at the rate charged to USI Consultants, Inc.
4. Per Diem expense will be \$30.00 per night per individual.
5. Mileage Rates will be \$0.58 per mile (Federal Mileage Rate)
6. Unmanned Aircraft System (UAS/Drone) Rate will be \$225.00 per hour in 2022 and \$250.00 per hour in 2023.