

LAPORTE COUNTY REDEVELOPMENT COMMISSION MEETING AGENDA
WEDNESDAY, May 25, 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	May '22 Professional Services	\$3,000.00	
	Thomas & Associates, LLC	April '22 Professional Services	\$926.25	
	Friedman & Associates	Legal Services Inv#10748	\$772.50	
	Barnes & Thornburg	Legal Services Inv#2601400	\$2,979.00	
		Subtotal		\$7,677.75
US421#1	Thomas & Associates, LLC	April '22 Professional Services	\$926.25	
	MCR Partners	May '22 Professional Services	\$2,000.00	
	NLKJ	Bush easement Legal Services	\$1,500.00	
	Linda Bush	421 Easement	\$50,700.00	
	Elias Bernal	421 Easement	\$2,600.00	
	Robert Pahs	421 Easement	\$1,600.00	
	Jay Miller	421 Easement	\$200.00	
	Brian Steinhiser	421 Easement	1,000.00	
		Subtotal		\$60,526.25
39 North	MCR Partners	May '22 Professional Services	\$1,000.00	
	Friedman & Associates	May '22 Legal Services	\$1,500.00	
	Herald – Dispatch	April '22 Legal Notices	\$27.51	
		Subtotal		\$2,527.51
			TOTAL OF REGULAR CLAIMS	<u>\$70,731.51</u>

10. Old Business:

- a. 421/194 TIF project update - Matt Reardon; MCR Partners
- b. KIP update – Matt Reardon; MCR Partners
- c. 39N update- Matt Reardon; MCR Partners
- d. 35/94 TIF– Matt Reardon; MCR Partners

11. New Business:

- a. Consideration of Deercroft Agreement for Connection to Utilities- MCR/Bishop

12. Other Business:

13. Adjourn

LPCRDC May 2022 COMMUNICATIONS

- Auditor request for Treasurer report
- Auditor request for vendor #s
- Commissioner's Assistant Tomerlin call
- RDC President/Bishop Tomerlin call
- H-D re: claims and allowances publication
- OCED Signed minute request for web page
- Emailed NWIF Membership Breakfast invitation
- Bishop Wastemgt. Donated easement
- Auditor's office Tiemens PO/ Bush vendor #/ NLKJ vendor #
- Sorted/filed RDC mail
- USI RDC email addresses for 421 reporting
- USBank Re: D & M pay request
- Maple City Packaging Knoll contact infor
- RDC Attorney 39 N application request
- Bishop RDC claims Bush/ unreadable SS #
- USBank statements
- Tomerlin/Rhodes/Tiemen's check status
- Bishop/Bernal 421 easement
- BT/Cender invoices printed/filed for June payment
- MCR Deercroft agreement
- RDC Attorney will be Nelson for May mtg.
- D&M 2022 RDC payment dates distributed to DM, USI, Planner

LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES
APRIL 27, 2022

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The La Porte County Redevelopment Commission in-person and Zoom meeting was held on Wednesday, April 27, 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 – Present
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.

Approval of the Agenda

Joe Coar motioned to amend the agenda to include 11d. KIP Rinker Settlement and add Teimen's Land Surveying \$1,500.00 invoice to the docket. Michael Rosenbaum seconded the motion. The motion carried unanimously.

PUBLIC COMMENT

None

COMMUNICATIONS

-Auditor request for Treasurer report
-Bishop re: easement payment documentation

**LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES
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- 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
- Bishop Waste Mgt donated easement
- Auditor's office Tiemens PO
- Sorted/filed RDC mail
- USI RDC email addresses for 421 reporting
- USBank Re: D & M pay request
- Maple City Packaging Knoll contact infor
- RDC Attorney 39 N application request
- Bishop RDC claims

Approval of Minutes

Joe Coar motioned to approve March 30, 2022, meeting minutes as presented. Michael Rosenbaum seconded the motion. The motion carried unanimously.

TREASURER'S REPORT

KIDC TIF-\$41,431.00
 421/I-94 TIF #1 -\$212,284.00
 421/I-94 TIF #2- \$43,362.00
 39 N TIF-\$77,985.00

Terry Larson 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				
	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

**LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES
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US421#1	Thomas & Associates, LLC	March '22 Professional Services	\$555.75	
	MCR Partners	April '22 Professional Services	\$2,000.00	
	Phillip 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	
	Tiemens Land Surveying, Inc	421 Easement	\$1,500.00	
		Subtotal		\$10,655.75
39 North	MCR Partners	April '22 Professional Services	\$1,000.00	
		Subtotal		<u>\$1,000.00</u>
		TOTAL OF REGULAR CLAIMS		<u>\$16,736.68</u>

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

DESCRIPTION	AMOUNT	TOTALS
Pay Application #1	\$270,095.47	
TOTAL OF BOND PROCEED CLAIMS		<u>\$270,095.47</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 \$5,080.93 Scott Cooley seconded the motion. The motion carried unanimously.

President Novak read the claims as presented for payment for the US 421 #1 TIF area from the Claim Docket. Michael Rosenbaum motioned to approve the US 421 #1 TIF area claims in the amount of \$10,655.75. 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. Mike Rosenbaum motioned to approve the 39 North TIF area claims in the amount of \$1,000.00. Terry Larson seconded the motion. The motion carried unanimously.

President Novak acknowledged the docket in the amount \$16,736.68 was approved as presented. President Novak acknowledged D & M payment in the amount of \$270,095.47 , to be paid from bond proceeds, was approved as presented for payment.

OLD BUSINESS

A. 421/194 TIF Project Update – Matt Reardon; MCR Partners

LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES
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Matt Reardon: MCR Partners reported 421 Partner's is expanding project footprint to include a 20 million investment in approximately 200,000 square feet of warehouse space. This development is working its way through the Plan Commission. The County Planner reported work continues on acquiring the needed easements for the project. The County Planner stated Speedway new owners have decided not to connect to the utility infrastructure, as a result the overall project cost will decrease. MCR stated residents good to work with on this project. USI John Smith was introduced as the project construction engineer. Mr. Smith stated D & M started April 22 with 6' sewer, as sanitary pipe delivered earlier than scheduled, 94 boring likely mid-May, confirmed ordered materials in yard. Mr. Smith stated the RDC will receive written progress reports. President Novak suggested posting a sign acknowledging project sponsors. MCR will connect with contractor regarding the sign.

B. KIP Update – Matt Reardon; MCR Partners

MCR Partners; Matt Reardon reported Northwest Indiana Forum has signed a READI Grant Agreement with the IEDC. JBC Rail and Lindborg have requested specifications for Class 1 rail carriers' rail. Federal procurement requirements apply to this project, MCR requested permission to proceed with the READI Grant procurement process. After some discussion, Joe Coar motioned that MCR is authorized to proceed with the KIP READI Grant rail procurement process. Scott Cooley seconded the motion. The motion unanimously carried. RDC Attorney Friedman reported the Rinker litigation will be concluded next week. Attorney Friedman presented an Escrow Agreement acceptable to the new owners of the Rinker property for a rail easement, dismissing the litigation, for consideration by the Commission. After some discussion, Joe Coar motioned to adopt the Escrow Agreement as presented. Michael Rosenbaum seconded the motion. The motion carried unanimously.

C. 39 N Update- Matt Reardon; MCR Partners

Matt Reardon: MCR Partners reported the EDA has not made any announcement regarding 39 N application as of this date. OCED continues to show the Anacostia site to prospects. Attorney Friedman reported the 39 N Conservancy District Board will consider engaging Barnes & Thornburg lobbyist federal level support of their EDA grant application at their May meeting.

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

MCR Partners; Matt Reardon report under New Business.

NEW BUSINESS:

A. Consideration of USI 421 Construction Inspection Contract-Mitch Bishop

Mitch Bishop presented to the Commission USI's \$125,000.00 421, standard, construction inspection contract for consideration. Mr. Bishop noted the contract price is well below normal pricing. After some discussion, Joe Coar motioned to authorize the RDC President to execute the USI 421 Construction Contract in the amount of \$125,000.00, to be paid from RDC 421 TIF, as presented. Michael Rosenbaum seconded the motion. The motion carried unanimously.

B. Public Hearing I-94 US 35 TIF District: Confirming Resolution; Karl Cender: Cender/Dalton, Phil Facenda; Barnes & Thornburg

LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES
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MCR: Matt Reardon stated this public hearing is the final step in the creation of the I-94 US 35 TIF. The County Plan Commission confirmed proposed TIF is in compliance with County Master Plan. Mr. Reardon stated the creation of the I-94 US 35 TIF moves along the Michigan City utility infrastructure connection conversation. Phil Facenda; Barnes & Thornburg Attorney stated the creation of a TIF is a multi-step process. The Commission adopted a Declaratory Resolution in October of 2021, the Plan Commission approved the TIF, the Board of Commissioners supported the Plan Commission's order and now the RDC must hold this public hearing. Proof of publication of the public hearing was presented and made a part of these minutes. Karl Cender: Cender/Dalton presented the tax impacts of the I-94 US 35 TIF. Mr. Cender stated if but not for the proposed development there is no tax impact, in other words if not for the proposed development no additional taxes occur. He stated 8.2 million in assessed value is anticipated because of the proposed development. If the RDC had not created the TIF Cender/Dalton analysis shows the tax impact on normal taxing jurisdictions. President Novak opened the public hearing on the I-94 US 35 TIF District. The public was invited to address the Commission regarding the creation of I-94 US 35 TIF. There being no public comment, President Novak, closed the public hearing.

C. Consideration of Confirming Resolution I-94 US 35 TIF District of The LaPorte County Redevelopment Commission

The Commission reviewed the I-94 US 35 Confirming Resolution. After some discussion, Michael Rosenbaum motioned to adopt Confirming Resolution I-94 US 35 TIF District, as presented. Scott Cooley seconded the motion. The motion unanimously carried. MCR Mr. Reardon stated with the adoption of the Confirming Resolution, the environmental review process, specifically, the wetlands, will begin. The project site wetland does not fall within the new Indiana wetland law.

OTHER BUSINESS:

None

ADJOURNMENT

Joe Coar motioned to adjourn the meeting at 4:50PM. Michael Rosenbaum seconded the motion. The motion carried unanimously. The next meeting will be held on May 25, 2022.

LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES
APRIL 27, 2022

Randy Novak
President

Attest:

Michael Rosenbaum
Secretary

LaPorte County Redevelopment Commission
 Monthly Financial Snapshot – May 25, 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 May 25th 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-194/421 Project				
Weaver Consultants Group (Amended)–421 Easements				
Weaver Consultants Group – 421 Land Acquisition (Sept '21)	\$19,856			
NLKJ – 421 Bush Easement Legal Services	\$1,500			
Lochner – 421 Construction Engineering				
Friedman – Monthly Retainer (\$1,500/mo)	\$3,000		\$3,000	\$1,500
Friedman/Clark/Beall NIPSCO Proceedings				
Ice Miller – 421/94 Bond Counsel (\$340-\$645/hr)				
MCR Partners, LLC	\$10,000		\$15,000	\$5,000
Thomas & Associates, LLC – Administrative/Grant Services	\$3,162		\$3,162	\$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	\$28
KIP Condemnation (appraisal, court, legal services, etc)			\$12,649	
US Hwy 421 Purchase of Easements	\$86,100			
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	\$232,118	\$150,225	\$40,364	\$9,791
<i>Reserve for D&M Construction Contract</i>	\$310,000	-	-	-
Ending Balance – May 25, 2022	\$151,758	\$43,362	\$33,753	\$75,457

(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 – May 25, 2022

<i>This report includes claims being considered on the May 25th 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

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 May 25, 2022.

KIDC Project TIF- \$3,000.00 MCR Partners May 2022, professional services
KIDC Project TIF-\$926.25 Thomas & Associates, LLC, April 2022 professional services
KIDC Project TIF-\$772.50 Friedman & Associates, legal services invoice # 10748
KIDC Project TIF-\$2,979.00 Barnes & Thornburg, legal services invoice # 2601400

I-94/421 Project TIF-\$926.25 Thomas & Associates, LLC, April 2022 professional services
I-94/421 Project TIF-\$2,000.00 MCR Partners, May 2022, Professional Services
I-94/421 Project TIF- \$1,500.00 NLKJ Bush easement legal services
I-94/421 Project TIF-\$50,700.00 Linda Bush, 421 easement
I-94/421 Project TIF-\$2,600.00 Elias Bernal, 421 easement
I-94/421 Project TIF-\$1,600.00 Robert Pahs, 421 easement
I-94/421 Project TIF-\$200.00 Jay Miller, 421 easement
I-94/421 Project TIF-\$1,000.00 Brian Steinhiser, 421 easement

39 N Project TIF-\$1,000.00 MCR Partners, May 2022 Professional Services
39 N Project TIF-\$1,500.00 Friedman & Associates, legal services May 2022
39 N Project TIF-\$27.51 Herald-Dispatch April 2022 legal notices

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, May 14, 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

LA PORTE COUNTY REDEVELOPMENT COMMISSION

May 25, 2022

CLAIM DOCKET

<u>TIF</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTALS</u>
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		TOTAL OF REGULAR CLAIMS		<u>\$70,731.51</u>

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

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTALS</u>
TOTAL OF BOND PROCEED CLAIMS		

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 \$70,731.51. 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 25th day of May, 2022

Randy Novak, President
La Porte County Redevelopment Commission

Please list any denied or tabled claims:

AGREEMENT FOR CONNECTION TO UTILITIES

This Agreement for Connection to Utilities (the "Agreement") is made this ___ day of ___, 2022 (the "Effective Date"), between Waste Management of Indiana, L.L.C., (the "Company") and LaPorte County Redevelopment Commission (the "Commission"), a political subdivision created and existing under the laws of the State of Indiana. The Company and the Commission are collectively referred to as the "Parties," and singularly as a "Party."

RECITALS:

A. The Company is the owner of the closed Deercroft Landfill located at County Road 300 North, Michigan City, LaPorte County, Indiana (the "Site").

B. In connection with the management of the Site, the Company generates landfill leachate ("Leachate").

C. The Company seeks to connect to potable water and wastewater treatment provided by the City of Michigan City (the "City") via the City's publicly owned treatment works ("POTW").

D. The Company and the City are contemporaneously entering into an agreement for the City to accept and treat Leachate from the Site at the POTW upon construction of the lateral connection by the Commission.

E. Upon the terms and conditions set forth herein, the Commission agrees to construct a lateral connection for potable water and wastewater collection from the City to the Site as depicted on **Exhibit 1** in order for the City to accept and treat Leachate from the Site at the POTW.

THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Effect of Recitals** The foregoing recitals are true and correct and by this reference are incorporated into the terms and conditions of this Agreement.

2. **Commission Agreements** The Commission agrees to the following:

A. to construct and maintain a lateral connection for potable water and wastewater collection to the Site as part of an expansion of its I-94/U.S. Route 421 Economic Development Area and by the creation of a new tax increment allocation area within the expansion;

B. that tax increment revenues generated in the expanded I-94/U.S. Route 421 Allocation Area No. 1 and II be used for debt service on Commission's Tax Increment Revenue Bonds issued on March 9th 2022;

C. to design, purchase, construct and install all facilities necessary to provide potable water, process water, sanitary sewer treatment, and process water treatment

services to the Site, including the completion of design, construction and installation of such infrastructure by March 31, 2023, and

- D. to assume sole responsibility for all capital costs associated with the design, purchase, construction, and installation of all facilities needed to provide potable water, process water, sanitary sewer treatment, and process water treatment services to the Site as depicted on **Exhibit 1**;
- E. to cooperate with Michigan City's Sanitary District and waterworks utility to permit the Company's connection to the municipal sewage works and waterworks facilities of Michigan City; to request potable water in sufficient quantities and pressure to meet the operational need of the Site and sewage treatment services to the Company;
- F. to refund the \$150,000.000 connection fee to the Company:
 - (i) if the Commission does not complete the design, construction and installation of the infrastructure by March 31, 2023; or
 - (ii) if the City does not or will not connect the Site to the POTW, or otherwise refuses to or will not allow the Site to discharge to the POTW.

Such refund shall be received by the Company by December 31, 2022. The Commission acknowledges that it is subject to and agrees to pay to the Company the late penalty payment fees set forth in Indiana Code 5-17-5-1. The failure to meet one of the conditions set forth in Section 2.I of this Agreement shall be considered a termination of this Agreement.

3. **Company Agreements** The Company agrees to donate easement needed for the installation of the public improvements. The Company agrees to pay to the Commission a \$150,000.00 contribution for the construction of the public improvements to the site, those funds are to be paid with an executed easement agreement.

4. **Assignment** This Agreement shall not be assigned by the either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

5. **Choice of Law** The interpretation, performance and enforcement of this Agreement and the legal relations among the Parties hereto shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its principles of conflicts of laws.

6. **Waivers** No part of this Agreement may be waived except by the written agreement of the Parties. Forbearance in any form from demanding performance is not a waiver of performance. Until complete performance under this Agreement, the Party owed performance may invoke any remedy under this Agreement or under law, despite its past forbearance. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

7. **Construction** The Parties have participated jointly in the negotiation and drafting of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

8. **Entire Agreement** The Agreement is the complete agreement between the Parties concerning Service contemplated hereunder. This Agreement supersedes and renders void any prior communications, representations, proposals, understandings, or agreements, either written or oral, between the Parties relating to its subject matter.

9. **Modifications in Writing** No provision of this Agreement may be modified or terminated except by the mutual written agreement of the Parties.

10. **Notice** Any notice to be given hereunder shall be in writing and shall either be personally delivered or sent by a method providing confirmation of delivery. A Party wishing to change his designated address shall do so by notice in writing to the other Party. A copy of any notice provided hereunder shall be sent to the following:

To the Commission:
Randy Novak, President
LaPorte County Redevelopment Commission
555 Michigan Avenue
LaPorte, IN 46350

With a copy to:
Shaw Friedman, Attorney
LaPorte County Redevelopment Commission
555 Michigan Avenue
LaPorte, IN 46350

To the Company:
Waste Management of Indiana, L.L.C.
720 East Butterfield Road
Lombard, Illinois 60148
Attn: Environmental Legacy Management Group

With a copy to:
Phil Mazor
Waste Management
700 56yh Avenue
Zeeland, MI 49464

11. **No Third-Party Beneficiaries** The Parties do not intend to create any third party beneficiary rights by or in this Agreement, and they do not intend to invest rights, duties, remedies or obligations in any person or entity unless expressly stated herein. No term or

provision of this Agreement is intended to or shall be for the benefit of any person not a Party, and no such other person shall have any right or cause of action hereunder.

12. **Independent Contractor Relationship** This Agreement is not intended to create nor shall be construed to create any relationship between the Parties other than that of independent entities contracting for the purpose of effecting provisions of this Agreement.

13. **Headings** The headings of the particular paragraphs or subparagraphs of this Agreement are intended for guidance only and shall not be relied upon in the construction or interpretation of this Agreement.

14. **Counterparts** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Authority** Each person executing this Agreement on behalf of a Party expressly warrants and represents that they are duly authorized to do so in a manner which is fully binding upon such Party.

16. **Consent** If consent of any Party is required for any matter under this Agreement, unless otherwise stated herein, such consent shall be requested in writing and a response shall be provided within 60 days, unless otherwise required by Law. Consent shall not be unreasonably withheld.

**LAPORTE COUNTY REDEVELOPMENT
COMMISSION**

LAPORTE COUNTY, INDIANA

By _____

Its _____

Dated _____

WASTE MANAGEMENT OF INDIANA, L.L.C.

By _____

Its _____

Dated _____

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 May 25, 2022.

KIDC Project TIF- \$3,000.00 MCR Partners May 2022, professional services
KIDC Project TIF-\$926.25 Thomas & Associates, LLC, April 2022 professional services
KIDC Project TIF-\$772.50 Friedman & Associates, legal services invoice # 10748
KIDC Project TIF-\$2,979.00 Barnes & Thornburg, legal services invoice # 2601400

I-94/421 Project TIF-\$926.25 Thomas & Associates, LLC, April 2022 professional services
I-94/421 Project TIF-\$2,000.00 MCR Partners, May 2022, Professional Services
I-94/421 Project TIF- \$1,500.00 NLKJ Bush easement legal services
I-94/421 Project TIF-\$50,700.00 Linda Bush, 421 easement
I-94/421 Project TIF-\$2,600.00 Elias Bernal, 421 easement
I-94/421 Project TIF-\$1,600.00 Robert Pahs, 421 easement
I-94/421 Project TIF-\$200.00 Jay Miller, 421 easement
I-94/421 Project TIF-\$1,000.00 Brian Steinhiser, 421 easement

39 N Project TIF-\$1,000.00 MCR Partners, May 2022 Professional Services
39 N Project TIF-\$1,500.00 Friedman & Associates, legal services May 2022
39 N Project TIF-\$27.51 Herald-Dispatch April 2022 legal notices

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, May 14, 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 2022-005

05-01-2022

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 divesture 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 05-31-2022

~~\$6,000.00~~

\$3,000.00

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

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 #: 4
Invoice Date: 5/11/2022

Invoice For: LPCRDC

DATE	Description	HOURS / units	Unit Price	Price
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	TOTAL HOURS	28.5		\$ -
Make all checks payable to THOMAS & ASSOCIATES, LLC.				
			TOTAL	\$ 1,852.50

926.25

Friedman & Associates, P.C.

Invoice 10748 submitted to:
LaPorte County Redevelopment

Invoice # 10748

Invoice 10748 Date: 04/15/22
 Terms: COD
 Services Through: 04/14/22

Date	By	Type	Service Summary	Hours/Qty	Rate	Amount
In Reference To: KIP						
03/22/22	SRF	Misc.	review Mike Bergerson query regarding key points for draft easement in the RDC v. Rinker litigation; draft followup to M. Bergerson; review Matt Reardon followup; review file notes on logistical issues regarding train crossings/potential affects on subject property	1.20	150.00	\$180.00
03/29/22	SRF	Misc.	review MChristakes LLC property attorney Jim Kaminski narrative on proposed changes to draft easement in the matter of RDC v. Rinker; review Mike Bergerson followup; review redlined version of proposed easement agreement supplied by prospective purchaser of Rinker property; review legal description and compare with prior legals; review exhibits attached	1.40	150.00	\$210.00
04/08/22	SRF	Misc.	review prospective owner of Rinker parcel attorney Jim Kaminski revisions to draft easement documents; review attorney Bergerson comments; review Matt Reardon followup; review changes to railway easement agreement; review latest edits and compare review J Kaminski proposed changes with attorney Buls and Hittinger changes;	1.15	150.00	\$172.50
04/12/22	SRF	Misc.	review attorney Kaminski changes to revised plat to show boundary clarification on proposed easement in connection with Rinker litigation; compare with prior plat; Review Mike Bergerson Jr followup; review Matt Reardon email	0.65	150.00	\$97.50

Date	By	Type	Service Summary	Hours/Qty	Rate	Amount
04/14/22	SRF	Misc.	review Mike Bergerson query regarding latest revisions to easement document in Rinker litigation; draft followup to Matt Reardon regarding abandonment period issues and construction of line timetables; review notes on prior abandonment questions	0.75	150.00	\$112.50

Total Hours:	5.15
Total Labor:	\$772.50
Total Invoice 10748 Amount:	\$772.50

BARNES & THORNBURG LLP

201 S. Main Street, Suite 400
South Bend, Indiana 46601-2130 U.S.A
E.I.N. 35-0900596
(574) 233-1171

Invoice 2601400

Page 2

LAPORTE COUNTY, INDIANA
ATTN: AUDITOR
555 MICHIGAN AVENUE
SUITE 103
LAPORTE, IN 46350

April 15, 2022
Philip J. Faccenda, Jr.
00035730-000018

PAYABLE UPON RECEIPT

00035730-000018

EMINENT DOMAIN MATTER (KINGSBURY INDUSTRIAL PARK/RINKER)

For legal services rendered in connection with the above matter for the period ending March 31, 2022 as described on the attached detail.

Fees for Services	\$	2,979.00
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TOTAL THIS INVOICE	\$	2,979.00
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EMINENT DOMAIN MATTER (KINGSBURY INDUSTRIAL
PARK/RINKER)

Date	Name	Description	Hours
03/03/22	James W. Tuesley	Reviewed and conferred with attorney Michael Knight regarding confirmation of legal descriptions for parent parcel and easement parcel and potential impact of other existing easements on use and priority of proposed rail easement.	0.20
03/04/22	Michael S. Bergerson	Reviewed and edited draft easement agreement and supporting documents; email correspondence with S.Friedman and M.Knight re same and negotiation strategy	0.50
03/07/22	Michael S. Bergerson	Reviewed and analyzed proposed easement and Keil survey analysis of existing easements for potential overlap/impact; internal conferences re same	0.40
03/08/22	Michael S. Bergerson	Reviewed and analyzed proposed easement and Keil survey analysis of existing easements for potential overlap/impact; email correspondence with M.Knight and J.Tuesley re same	0.40
03/09/22	Michael S. Bergerson	Reviewed and analyzed proposed easement and Keil survey analysis of existing easements for potential overlap/impact; conferences and correspondence with J.Keil, M.Knight, and J.Tuesley re same to confirm legal description and resolve any overlapping easements	0.90
03/09/22	Michael V. Knight	Discussed legal description and survey issues;	0.20
03/09/22	James W. Tuesley	Reviewed, conferred and exchanged correspondence with attorneys Michael Knight and Mike Bergerson on Kingsbury Industrial Park railroad right-of-way easement and related title and survey risks and considerations.	0.40
03/22/22	Michael S. Bergerson	Conferences and correspondence with J.Kaminski and M.Knight re settlement negotiations and easement agreement; reviewed and analyzed property surveys and proposed agreement re same; email correspondence with S.Friedman and M.Reardon re same	1.10
03/22/22	Michael V. Knight	Discussion regarding the purchaser's position as stated by Jim Kaminski; Reviewed related correspondence.	0.30
03/23/22	Michael V. Knight	Follow up correspondence regarding the purchaser's position and request for information;	0.10
03/28/22	Michael S. Bergerson	Attention to LaPorte KIP negotiations with J.Kaminski and purchaser; email correspondence with J.Kaminski re same	0.30
03/29/22	Michael S. Bergerson	Email correspondence with J.Kaminski, S.Friedman, and M.Knight re proposed changes to easement agreement, surveys, and related issues for settlement of condemnation claim; reviewed and analyzed case file and proposed documents re same	0.60
03/29/22	James W. Tuesley	Reviewed revised draft rail right-of-way easement and related correspondence from attorney Jim Kaminski.	0.20
03/30/22	Michael V. Knight	Received red lined easement from Jim Kaminsky;	0.10
Fees for Services Total			\$ 2,979.00

THOMAS & ASSOCIATES, LLC

7637 N. KANKAKEE TRAIL
ROLLING PRAIRIE, IN 46371

Phone: 219-210-1857
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\$ 926.25



MCR Partners LLC

INVOICE 2022-005

05-01-2022

INVOICE TO

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Monthly Retainer

Total Due 05-31-2022

~~\$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



Newby Lewis Kaminski & Jones, LLP
 916 Lincolnway
 La Porte, IN 46350
 219-362-1577 • Fax 219-362-2106 www.nlkj.com

INVOICE

Federal ID No. 35-1036162

PRIVILEGED & CONFIDENTIAL

MITCH BISHOP
 LAPORTE REDEVELOPMENT COMMISSION
 555 MICHIGAN AVENUE, SUITE 202
 LAPORTE, IN 46350

NOW ACCEPTING ONLINE PAYMENTS
 visit www.nlkj.com

Please include this information with your payment:

Client Name	LINDA BUSH
Account No.	2021602.000
Invoice Date	04/29/2022

RE: LINDA BUSH; EASEMENT AQUISITION PIN NO. 460521100002000046

Attorney's fees for services rendered regarding LaPorte County
 easement with Linda Bush.

TOTAL BALANCE DUE

\$1,500.00

PIN: 460521100002000046

**Linda Bush
9950 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 Sewer and 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 **Fifty Thousand Seven Hundred Dollars & 00/100** and therefore, LaPorte County offers you **\$50,700.00** 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

Exhibit A

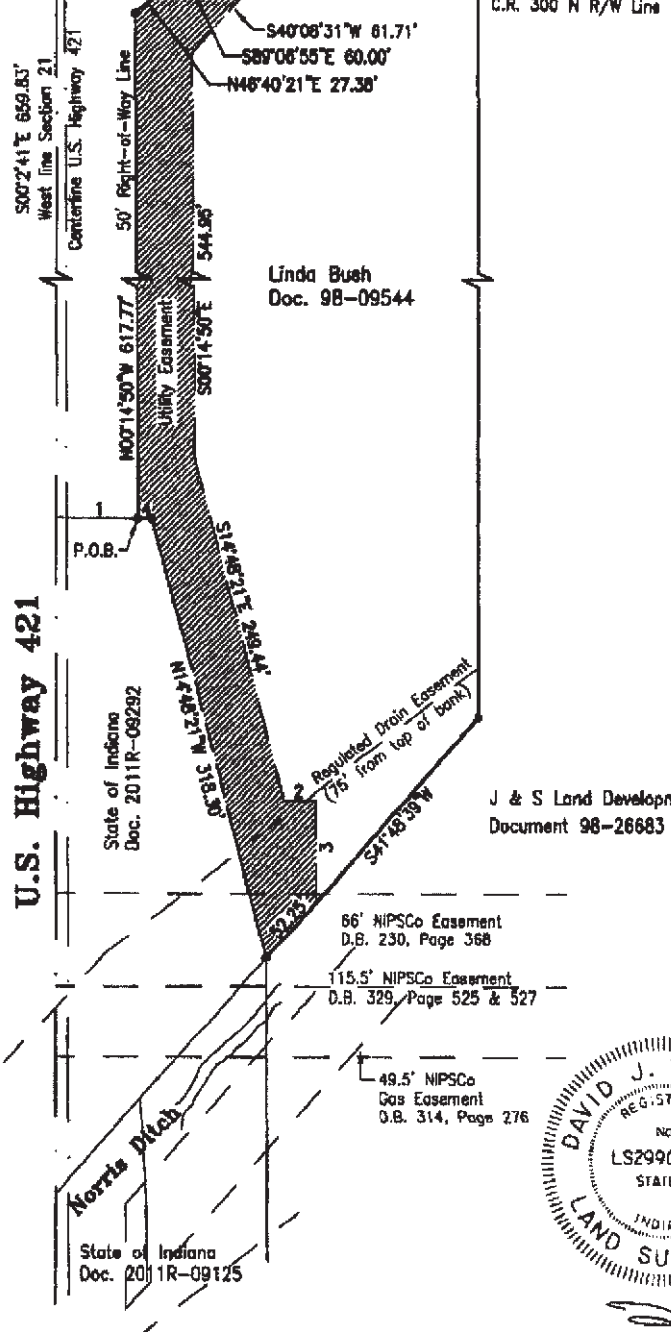
RE: Linda Bush Doc. 98-09544

Legal Description: See Page 2

County Road 300 N

North line NW 1/4 Section 21
Centerline C.R. 300 North
C.R. 300 N R/W Line

Northwest Corner
Northwest Quarter
Section 21-37-4



- 1) S89°24'12"E 58.55'
- 2) N89°57'19"E 22.27'
- 3) S00°14'54"E 71.28'
- 4) N89°24'12"W 9.98'

Linda Bush
Doc. 98-09544

J & S Land Development
Document 98-26683

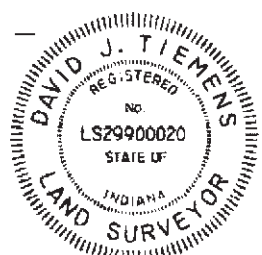
66' NIPSCO Easement
D.B. 230, Page 368

115.5' NIPSCO Easement
D.B. 329, Page 525 & 527

49.5' NIPSCO
Gas Easement
D.B. 314, Page 276

State of Indiana
Doc. 2011R-09292

State of Indiana
Doc. 2011R-09125



SCALE: 1" = 100'	DATE: 12/17/2021	Tiemens Land Surveying, Inc.	220 3rd Court SE Suite 1 Deloitte, Indiana 46310 Phone: 219-987-2828	DRAWN: DJT	CHECKED: DJT
SHEET NUMBER: 1 OF 2	Job Number: 2021-			FILENAME: Bush Easement	

Exhibit A

RE: Linda Bush Doc. 98-09544

Legal Description:

A part of the Northwest Quarter of Section 21, Township 37 North, Range 4 West, LaPorte County, Indiana, described as follows: Commencing at the Northwest Corner of said Northwest Quarter of Section 21, thence South 00 degrees 02 minutes 41 seconds East, along the West line of said Section 21, a distance of 659.83 feet; thence South 89 degrees 24 minutes 12 seconds East a distance of 58.55 feet to the East Right of Way line of U.S. Highway 421 and the Point of Beginning; thence North 00 degrees 14 minutes 50 seconds West along said East Right of Way line, a distance of 617.77 feet; thence continuing along the Right of Way line of U.S. Highway 421, North 46 degrees 40 minutes 21 seconds East a distance of 27.38 feet to the South Right of Way line of County Road 300 North; thence South 89 degrees 06 minutes 55 seconds East along said South line, a distance of 60.00 feet; thence South 40 degrees 08 minutes 31 seconds West a distance of 61.71 feet; thence South 00 degrees 14 minutes 50 seconds East, parallel with the East Right of Way line of said U.S. Highway 421, a distance of 544.95 feet; thence South 14 degrees 48 minutes 21 seconds East, parallel with the Easterly Right of Way line of said U.S. Highway 421, a distance of 249.44 feet; thence North 89 degrees 57 minutes 19 seconds East a distance of 22.27 feet; thence South 00 degrees 14 minutes 54 seconds East a distance of 71.28 feet to the Northerly line of a parcel of land described in Deed to J & L Development, LLC recorded as Document 98-26683; thence South 41 degrees 48 minutes 39 seconds West along said Northerly line, a distance of 52.25 feet to said Easterly Right of Way line; thence North 14 degrees 48 minutes 21 seconds West, along said Easterly Right of Way line, a distance of 318.30 feet; thence North 89 degrees 24 minutes 12 seconds West a distance of 9.96 feet to the Point of Beginning.

SCALE 1" = 100'	DATE 12/17/201	Tiemens Land Surveying, Inc.	220 3rd Court SE Suite 1 Deloitte, Indiana 46310 Phone: 219-987-2828	DRAWN DJT	CHECKED DJT
SHEET NUMBER 2 OF 2	Job Number 2021-		FILENAME Bush Easement		

PIN: 460516351007000046

Ellas Bernal

9781 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 **Two Thousand Six Hundred Dollars & 00/100** and therefore, LaPorte County offers you **\$2,600.00** 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):

Elias Bernal

Printed Name

9781 W. 300 N.

Michigan City, IN 46360

Address

On This 14th day of April, 2022



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.

PERMANENT EASEMENT AGREEMENT FOR PUBLIC WATERMAIN
LAPORTE COUNTY, INDIANA

Robert H. Pahs for life; and Robert H. Pahs as Trustee of the Robert H. Pahs and Karen Ann Pahs Revocable Living Trust dated December 19, 2007 ("Grantor"), whose address is 9751 W. 300 N., Michigan City, IN 46360 grants, conveys, and releases to LaPorte County, Indiana ("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: **460516376003000046**

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 23rd day of December, 2021.

GRANTOR:

Robert H. Pahs for LIFE
By: Robert H. Pahs, for life

By: Robert H. Pahs as Trustee of the Robert H. Pahs and Karen Ann Pahs Revocable Living Trust dated December 19, 2007

ACKNOWLEDGMENT

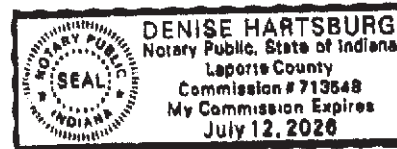
STATE OF INDIANA)
) SS
COUNTY OF LAPORTE)

The foregoing instrument was acknowledged before me this 23rd day of December, 2021, by Robert H. Pahs, for life; and Robert H. Pahs as Trustee of the Robert H. Pahs and Karen Ann Pahs Revocable Living Trust dated December 19, 2007, 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 _____.

Denise Hartsburg
Notary Public LaPorte County, Indiana
Acting in LaPorte County, Indiana My
commission expires: 7/12/2026

GRANTEE:

Robert H. Pahs
By: Robert H. Pahs, for life; and Robert H. Pahs as Trustee of the Robert H. Pahs and Karen Ann Pahs Revocable Living Trust dated December 19, 2007

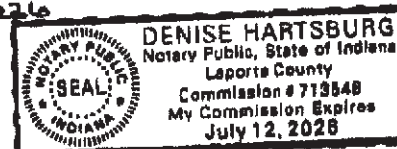


ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAPORTE)

The foregoing instrument was acknowledged before me this 23rd day of December, 2021, by _____ the _____ of _____, an Indiana _____, 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 _____.

Denise Hartsburg
Notary Public LaPorte County, Indiana
Acting in LaPorte County, Indiana My
commission expires: 7/12/2026



PIN: 460516376003000046

Robert H. Pahs, for life; and Robert H. Pahs as Trustee of the Robert H. Pahs and Karen Ann Pahs Revocable Living Trust dated December 19, 2007

9751 W. 300 N.
Michigan City, IN 46360

ACCEPTANCE OF OFFER

I (We), Robert H. Pahs, for life; and Robert H. Pahs as Trustee of the Robert H. Pahs and Karen Ann Pahs Revocable Living Trust dated December 19, 2007, owner(s) of the above described interest in property, hereby accept this offer of \$1,600.00 made by the LaPorte County on this ___
th day of _____, 20__

[Handwritten Signature]
Signature of Robert H. Pahs, for life

Signature of Robert H. Pahs as Trustee of the Robert H. Pahs and Karen Ann Pahs Revocable Living Trust dated December 19, 2007

4-19-22
Date

NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF LAPORTE)

Subscribed and sworn to before me this 19th day of April, 2022

My Commission Expires: 7/12/26

Resident: LaPorte County



[Handwritten Signature]
Notary Signature

Denise Hartsburg
Printed Name of Notary Public

219 874-4293
Contact Phone Number

NOTARY SEAL HERE

**PIN: 460521100008000046
460521100014000046**

**J & S Land Development Co., LLC
9896 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 Sewer**. 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 Hundred Dollars & 00/100** and therefore, LaPorte County offers you **\$200.00** 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
jotalbot@wcgrp.com

This offer was made to the owner (s):

J & S Land Development Co., LLC

Printed Name

10398 W. Alcin Dr.

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 **\$200.00** made by LaPorte County, sign your name on the attached "Acceptance of Offer" and "Permanent Easement Agreement for Public Sewer" 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: 460521100008000046
460521100014000046

J & S Land Development Co., LLC
9896 W. 300 N.
Michigan City, IN 46360

ACCEPTANCE OF OFFER

I (We), J & S Land Development Co., LLC, owner(s) of the above described interest in property, hereby accept this offer of \$200.00 made by the LaPorte County on this 27th day of Dec, 2021.

[Signature]
Signature of Owner 1
[Signature]
Signature of Owner 2
12-27-21
Date

NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF LAPORTE)

Subscribed and sworn to before me this 27th day of December, 2021.

My Commission Expires:

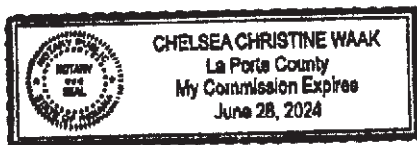
Resident: LAPORTE County

[Signature]
Notary Signature

Chelsea Waak
Printed Name of Notary Public

219-210-0921
Contact Phone Number

NOTARY SEAL HERE



PIN: 460516351006000046

**Alan M. Steinhiser and Brian S. Steinhiser, as tenants in common
9833 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 **One Thousand Dollars & 00/100** and therefore, LaPorte County offers you **\$1,000.00** 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):

Alan M. Steinhiser and Brian S. Steinhiser, as tenants in common

Printed Name

1054 N Forrester Rd.

LaPorte, IN 46350

Address

On This 17th day of November, 2021



Signature

John J. Talbot, Project Director

Printed Name and Title

Agent of: LaPorte County, IN

If you decide to accept the offer of **\$1,000.00** 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: 460516351006000046

Alan M. Steinhiser and Brian S. Steinhiser, as tenants in common
9833 W. 300 N.
Michigan City, IN 46360

ACCEPTANCE OF OFFER

I (We), Alan M. Steinhiser and Brian S. Steinhiser, as tenants in common, owner(s) of the above described interest in property, hereby accept this offer of \$1,000.00 made by the LaPorte County on this 31th day of December, 2021.

[Signature]
Signature of Owner 1
[Signature]
Signature of Owner 2
12-31-21
Date

NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF LAPORTE)

Subscribed and sworn to before me this 31th day of December, 2021

My Commission Expires: 8/6/25

Resident: LaPorte County

[Signature]
Notary Signature
John T. Swindell
Printed Name of Notary Public
219 874-6943 Ext 313
Contact Phone Number

NOTARY SEAL HERE



MCR Partners LLC

INVOICE 2022-005

05-01-2022

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 divesture 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 05-31-2022

~~\$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

**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

May 15, 2022

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

May 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
05/01/2022	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
04/16/2022	70342116	300859879	Balance Forward			82.07	82.07
			Claims & Allowances 4.27.22 - 70342116			27.51	109.58
			150LPCD1 LaPorte County Herald	1	6.55 in		
04/25/2022		400874350	Payment Check 312401			-56.89	52.69

APRIL 2022	AGING			
	March 2022	February 2022	January 2022	December 2021
\$ 27.51	\$ 25.18	\$ 0.00	\$ 0.00	\$ 0.00

TOTAL NET AMOUNT DUE
\$ 52.69

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 _____

\$27.51

BILLED ACCOUNT NO.
150 00009362

BILLED ACCOUNT NAME
LaPorte County Redevelopment Commission

AMOUNT DUE
\$ 52.69 \$27.51

150000093620000000000005269

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.

Remittance Advice

Billing Date
 05/02/2022

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