

LAPORTE COUNTY REDEVELOPMENT COMMISSION MEETING AGENDA

WEDNESDAY, June 29, 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

TIF	VENDOR NAME	DESCRIPTION	AMOUNT	TOTALS
KIDC	MCR Partners	June '22 Professional Services	\$3,000.00	
	Thomas & Associates, LLC	May '22 Professional Services	\$679.25	
	Friedman & Associates	Legal Services Inv#10764	\$1,207.50	
	Barnes & Thornburg	Legal Services Inv#2611247	\$6,269.00	
	Cender Dalton Municipal Advisors	Professional Services Inv#9160	\$207.50	
	Cender Dalton Municipal Advisors	Professional Services Inv#9055	\$95.00	
		Subtotal		\$11,458.25
	Thomas & Associates, LLC	May '22 Professional Services	\$679.25	
US	MCR Partners	June '22 Professional Services	\$2,000.00	
421	Friedman & Associates	June '22 Legal Services	\$1,500.00	
#1	Herald – Dispatch	May '22 Legal Notices	\$27.98	
	Cender Dalton Municipal Advisors	Professional Services Inv#9160	\$207.50	
	Cender Dalton Municipal Advisors	Professional Services Inv#9055	\$95.00	
		Subtotal		\$4,509.73
39	MCR Partners	June '22 Professional Services	\$1,000.00	
N	Cender Dalton Municipal Advisors	Professional Services Inv#9160	\$207.50	
		Subtotal		\$1,207.50
TOTAL OF REGULAR CLAIMS				\$17,175.48

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

DESCRIPTION	AMOUNT	TOTALS
Pay Application #2	\$562,527.23	
TOTAL OF BOND PROCEED CLAIMS		\$562,527.23

10. Old Business:

- a. 421/I94 TIF project update - Matt Reardon; MCR/Mitch Bishop Consideration of Tabled Deercroft Agreement
-L421 Utility Project update: John Smith: Lochner
- b. KIP update – Matt Reardon; MCR Partners-Rail Summit attendance
- c. 39N update- Matt Reardon; MCR Partners
- d. 35/94 TIF– Matt Reardon; MCR Partners

11. New Business:

- a. Consideration of D & M contract Change Orders #1, #2, and #3

12. Other Business:

13. Adjourn

LPCRDC June 2022 COMMUNICATIONS

- Auditor request for Treasurer report
- H-D re: claims and allowances publication
- OCED Signed minute request for web page
- Sorted/filed RDC mail
- USI /Bishop D & M Change order discussions
- USBank statements
- BT/Cender invoices printed/filed for July payment
- RDC Attorney invoicing question
- County Planner Weaver invoice/printed/filed for July payment
- MCR/OEDC re: 35 TIF invoicing
- JBC Rail question forwarded to MCR for response
- Rail Summit invite/logged responses OCED logo sent to Rail Summit
- EDA 39 N letter
- Distributed June agenda to media

LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES
MAY 25, 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, May 25, 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– Absent
Michael Rosenbaum – Present
Jan Ribordy, Ex-Officio -Absent

Others Present: Attorney Nelson Pichardo; Friedman & Associates, Tony Rodriguez; Director; Office of Community and Economic Development, Viviana Plaza; Office of Community and Economic Development, Mitch Bishop; County Planner, John Smith; USi Engineering, and Mary Jane Thomas; MjThomas & Associates.

Approval of the Agenda

Michael Rosenbaum motioned to approve the agenda with following amendment: amend the agenda to include 11b. Consideration of D & M Change Order(s). Rich Mrozinski seconded the motion. The motion carried unanimously.

PUBLIC COMMENT

None

COMMUNICATIONS

- Auditor request for Treasurer report
- Auditor request for vendor #s
- Commissioner's Assistant Tomerlin call

LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES

MAY 25, 2022

- 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

Approval of Minutes

Joe Coar motioned to approve April 27, 2022; meeting minutes as presented. Rich Mrozinski seconded the motion. The motion carried unanimously.

TREASURER'S REPORT

KIDC TIF-\$33,753.00
 421/I-94 TIF #1 -\$151,758.00
 421/I-94 TIF #2- \$43,362.00
 39 N TIF-\$75,457.00

Rich Mrozinski 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	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	

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	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		<u>\$2,527.51</u>
		TOTAL OF REGULAR CLAIMS		<u>\$70,731.51</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, Rich Mrozinski motioned to approve the KIDC TIF area claims in the amount of \$,7677.75 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. Rich Mrozinski motioned to approve the US 421 #1 TIF area claims in the amount of \$60,526.25. 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. Rich Mrozinski motioned to approve the 39 North TIF area claims in the amount of \$2,527.51. Scott Cooley 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/I94 TIF Project Update

Matt Reardon: MCR Partners report, presented to the Commission by Mary Jane Thomas stated : Construction is underway, USi has been made aware to keep communications with residents as high as possible to avoid growing pains. Waiting for final easement from 421 Partners and Loves. Legal delay on their end. Waiting for contributions from both Waste Management and 421 Partners.

B. KIP Update – Matt Reardon; MCR Partners

Matt Reardon: MCR Partners report, presented to the Commission by Mary Jane Thomas stated: Had meeting with Forum and E & Y (Compliance Company) regarding use of Build Operate Transfer

LA PORTE COUNTY REDEVELOPMENT COMMISSION MEETING MINUTES
MAY 25, 2022

methods for procurement. This method was deemed to be acceptable for the bridge project. We will be working with Barnes and Thornburg on the methods and get this prepared for consideration at the July meeting for bid opening. TIF project funding request has been made by a green fuels company at KIP. Staff will review and make recommendation at next meeting in June as to the viability and any use of incentives for project. This project could be the financing opportunity for roadway and other utility improvements.

C. 39 N Update- Matt Reardon; MCR Partners

Matt Reardon: MCR Partners report, presented to the Commission by Mary Jane Thomas stated: 39 N EDA EAA grant is in the pool of applications. Aye or nay on the application will be known September 30, 2022. We are still processing leads and directing them to the property.

D. 35/194 TIF Update - Matt Reardon; MCR Partners

Matt Reardon: MCR Partners report, presented to the Commission by Mary Jane Thomas stated: Had a meeting with developer, builder, local leadership and State Representative regarding solutions for development for the current configuration. Developers is considering all solutions and project is moving forward.

NEW BUSINESS:

A. Consideration of Deercroft Agreement-Mitch Bishop

Mitch Bishop presented to the Commission an Agreement for Connection to Utilities for Deercroft. Nelson Pichardo, Attorney for RDC in place of Attorney Friedman who was unable to attend this meeting, requested the Agreement be tabled until June when RDC Attorney Friedman can attend the meeting to discuss. Rich Mrozinski motioned to the table consideration of the Deercroft Agreement to the June meeting. Michael Rosenbaum seconded the motion. The motion carried unanimously.

C. Consideration of D & M Change Orders- Mitch Bishop

Mitch Bishop: County Planner presented the Commission with four proposed change orders. John Smith USi Engineering addressed the Commission regarding the proposed change orders. Mr. Smith stated Change order #1 is a deduct for the work that will not be done for Speedway, Change order #2 is an increase for County Road 950 W paving and Change Order #3 is an increase for residential laterals not included in the RQAW plans and specs. Joe Coar stated the Commission asked and it was confirmed that the project costs included all project elements. Staff was directed to invite RQAW to the next meeting to explain the cost for the residential laterals Joe Coar requested separate change orders be prepared for submission to the Commission at the June meeting. John Smith USi Engineering stated there is an emergency need For fencing not included in the original contract as the need for the fencing was not known at At the time of bidding. Deercroft is requiring fencing along sections of the landfill boundary. D & M's increase cost to their contract for the fencing required by Deercroft is \$46,000.00.

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After some discussion, Joe Coar motioned to authorize the emergency fencing cost, on the condition formal change order be presented to the Commission at their June meeting. Michael Rosenbaum seconded the motion. The motion unanimously carried.

OTHER BUSINESS:

None

ADJOURNMENT

Rich Mrozinski motioned to adjourn the meeting at 4:39PM. Michael Rosenbaum seconded the motion. The motion carried unanimously. The next meeting will be held on June 29, 2022.

Randy Novak
President

Attest:

Michael Rosenbaum
Secretary

LA PORTE COUNTY REDEVELOPMENT COMMISSION

June 29, 2022

CLAIM DOCKET

<u>TIF</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTALS</u>
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#1	Herald – Dispatch	May '22 Legal Notices	\$27.98	
	Cender Dalton Municipal Advisors	Professional Services Inv#9160	\$207.50	
	Cender Dalton Municipal Advisors	Professional Services Inv#9055	\$95.00	
		Subtotal		\$4,509.73
39	MCR Partners	June '22 Professional Services	\$1,000.00	
N	Cender Dalton Municipal Advisors	Professional Services Inv#9160	\$207.50	
		Subtotal		\$1,207.50
TOTAL OF REGULAR CLAIMS				<u>\$17,175.48</u>

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

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTALS</u>
Pay Application #2	\$562,527.23	
TOTAL OF BOND PROCEED CLAIMS		<u>\$562,527.23</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 \$579,702.71. 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 29th day of June, 2022

Randy Novak, President
La Porte County Redevelopment Commission

Please list any denied or tabled claims:

LaPorte County Redevelopment Commission
Monthly Financial Snapshot – June 29, 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 June 29th 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.		\$134		
Auditor Transfer from TIF 421#1 to 421#2 (Dec'21 Tax Settlement)		\$98,418		
Revenue Sub – Total	\$0	\$98,552	\$0	\$0
YTD Expenditures				
Cender – RDC Financial Advisory Services (\$20,000 annually)	\$303		\$303	\$207
Cender – Financial Serv-421 Bond Financing				
SEH – Financial Serv-I94/421 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)	\$4,500		\$3,000	\$1,500
Friedman/Clark/Beall NIPSCO Proceedings				
Ice Miller – 421/94 Bond Counsel (\$340-\$645/hr)				
MCR Partners, LLC	\$12,000		\$18,000	\$6,000
Thomas & Associates, LLC – Administrative/Grant Services	\$3,841		\$3,841	\$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.)	\$110		\$53	\$28
KIP Condemnation (appraisal, court, legal services, etc)			\$20,125	
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	\$236,628	\$150,225	\$51,822	\$10,998
<i>Reserve for D&M Construction Contract</i>	\$310,000	-	-	-
Ending Balance – June 29, 2022	\$147,248	\$43,363	\$22,295	\$74,250

LaPorte County Redevelopment Commission
Approved/Budgeted Contract Completion Status – June 29, 2022

<i>This report includes claims being considered on the June 29th meeting's agenda.</i>	Budgeted/ Approved Contracts	2018 Paid	2019 Paid	2020 Paid	2021 Paid	2022 Paid	Remaining on Contract/ Approved Amt
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)	\$4,903,525					\$832,622	\$4,070,903
Total Earned less Retainage (paid)							
Total	\$4,903,525					\$832,622	\$4,070,903
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

HWY 421 Utility Project Bank Financials

LAPORTE COUNTY, INDIANA RDC - US BANK - CONSTRUCTION FUND #XXXX6000

Transaction		Balance
Beginning balance 5/1/22		\$2,328,485.10
Interest 5/31/22	\$10.57	\$2,328,495.67
Disbursements	\$0	\$2,328,495.67
Ending Balance 5/31/22		\$2,328,495.67

**LAPORTE COUNTY, INDIANA RDC – US BANK - REVENUE AND REFUNDING
REVENUE BOND FOR 2022 COST OF ISSUANCE FUND - #XXXX1NS1**

Transaction		Balance
Beginning balance 5/1/22		\$2,500.00
Interest	\$0	\$2,500.00
Disbursements	\$0	\$2,500.00
Ending Balance 5/31/22		\$2500.00

Change Order Request

Engineer / General Contractor: La Porte County Redevelopment

Date: 5/25/2022

Project: County Road 300 North & US 421

Request Number: 1

Request Description: Eliminate Speedway water main & Bores under 421 @ 300 North

Work description: Decrease Below Unit quantities

Eliminate Speedway				
Item C W1	-795	\$	106.20	\$ (84,429.00)
Item C W2	-1	\$	9,265.27	\$ (9,265.27)
Item C W3	-1	\$	3,890.86	\$ (3,890.86)
Item C W4	-24	\$	569.61	\$ (13,670.64)
				\$ (111,255.77)
Eliminate Bores under 421				
Item A2 W6	-190	\$	477.00	\$ (90,630.00)
Item G1 S12	-270	\$	477.00	\$ (128,790.00)
				\$ (219,420.00)

Original Contract Amount.....	\$ 4,903,525.00
Net Change by previously authorized Change Orders.....	\$ 0.00
Contact Amount prior to this Change Order.....	\$ 4,903,525.00
Amount of this Change Order.....	- \$ 330,675.77
New Contract Amount will be.....	\$ 4,572,849.23

Contractor: D & M Excavating, Inc.

Owner: La Porte County Redevelopment Commission

Signed : Ryan J Miller

Signed : _____

Print: Ryan J. Miller, President

Print: _____

Date: 5/26/2022

Date: _____



9896 W. 300 NORTH
MICHIGAN CITY, IN 46360
(219) 874 - 2882
FAX (219) 874 - 3523

Change Order Request

Engineer / General Contractor: La Porte County Redevelopment

Date: 5/26/2022

Project: County Road 300 North & US 421

Request Number: 2

Request Description: Landfill Fence relocation

Work description: Remove & Replace County Road 950 West

- Furnish & install 1,400 lineal feet of 6' tall # 9 gage galvanized fence
- 3" – SS20 galvanized steel terminal posts
- 2/5" – SS20 galvanized steel line posts
- 1 5/8" – SS 20 galvanized steel top & brace rails
- 3 Strands of barbed wire
- **Proposed Change: \$ 46,000.00**

Original Contract Amount.....	\$ 4,903,525.00
Net Change by previously authorized Change Orders.....	- \$ 330,675.77
Contact Amount prior to this Change Order.....	\$ 4,572,849.23
Amount of this Change Order.....	\$ 46,000.00
New Contract Amount will be.....	\$ 4,618,849.23

Contractor: D & M Excavating, Inc.

Signed : Ryan J Miller

Print: Ryan J. Miller, President

Date: 5/26/2022

Owner: La Porte County Redevelopment Commission

Signed : _____

Print: _____

Date: _____

Change Order Request

Engineer / General Contractor: La Porte County Redevelopment**Date: 5/26/2022****Project: County Road 300 North & US 421****Request Number: 3****Request Description: County Road 950 West paving**

Work description: Remove & Replace County Road 950 West road surface

- Remove approximately 4,600 square yards of existing chip & seal
- Subgrade for new road base, export excess fill
- Import, Place & compact 6" of Recycled Concrete Aggregate 53's
- Place 2.5" of Binder course HMA
- Place 1.5" of Surface course HMA
- Proposed Change: \$ 41.14 per Square Yard (approximately \$ 189,244.00)

Original Contract Amount.....	\$ 4,903,525.00
Net Change by previously authorized Change Orders.....	- \$ 284,675.77
Contact Amount prior to this Change Order.....	\$ 4,618,849.23
Amount of this Change Order.....	\$ 189,244.00
New Contract Amount will be.....	\$ 4,808,093.23

Contractor: D & M Excavating, Inc.**Owner: La Porte County Redevelopment Commission**Signed : Ryan J Miller

Signed : _____

Print: Ryan J. Miller, President

Print: _____

Date: 5/26/2022

Date: _____

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 June 29, 2022.

KIDC Project TIF- \$3,000.00 MCR Partners June 2022, professional services
KIDC Project TIF-\$679.25 Thomas & Associates, LLC, May 2022 professional services
KIDC Project TIF-\$1,207.50 Friedman & Associates, litigation services June 2022
KIDC Project TIF-\$6,269.00 Barnes & Thornburg legal services invoice #2611247
KIDC Project TIF-\$207.50 Cender Dalton Municipal Advisors invoice #9160
KIDC Project TIF-\$95.00 Cender Dalton Municipal Advisors invoice #9055

I-94/421 Project TIF-\$679.25 Thomas & Associates, LLC, May 2022 professional services
I-94/421 Project TIF-\$2,000.00 MCR Partners, June 2022, Professional Services
I-94/421 Project TIF- \$562,527.23 D & M Excavating, Inc, 421 utility project contract payment bond proceeds.
I-94/421 Project TIF-\$1,500.00 Friedman & Associates, legal services June 2022
I-94/421 Project TIF-\$27.98 Herald-Dispatch May 2022 legal notices
I-94/421 Project TIF-\$207.50 Cender Dalton Municipal Advisors invoice #9160
I-94/421 Project TIF-\$95.00 Cender Dalton Municipal Advisors invoice #9055

39 N Project TIF-\$1,000.00 MCR Partners, June 2022 Professional Services
39 N Project TIF-\$207.50 Cender Dalton Municipal Advisors invoice #9160

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, June 18, 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 2022-006

06-01-2022

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 06-30-2022

~~\$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 #: 5

Invoice Date: 6/14/2022

Invoice For: LPCRDC

DATE	Description	HOUR \$/	Unit Price	Price
5/2/2022	US Bank re: D & M pay request, Bishop Wastemgt. Donated easement docs, printed filed, HD invoice reviewed,	0.4	\$ 65.00	\$ 26.00
5/5/2022	Tiemenn's PO question Auditor's office, RDC emails to USI for reporting,	0.1	\$ 65.00	\$ 6.50
5/6/2022	Gonzales re: Tomerlin call on status of his check, called Tomerlin letting him know status of payment, called Rdc President, texted him Tomerlin contact /info request	0.3	\$ 65.00	\$ 19.50
5/9/2022	Maple City Packaging request for Sue Knoll contact info, Bishop email for 421 claims, responded to RDC Attorney request EDA 39 N. Application	0.5	\$ 65.00	\$ 32.50
5/10/2022	Bush easement, USBank statements reviewed/ printed filed.. Gather May claims, requested NLKI vendor #/ created Bush vendor # of Auditor, Bishop email confirming 421 easement claims/Hagenow invoice, contact Bush for SS # as w-9 unreadable, requested final Deercroft agreement	0.9	\$ 65.00	\$ 58.50
5/11/2022	Bishop D&M invoicing, Deercroft agreement, MCR Deercroft agreement,reviewed USBank Statements 1/2	1.2	\$ 65.00	\$ 78.00
5/12/2022	Reviewed/Printed/filed Bernal 421 easement docs, emailed Mitch incomplete W-9 must be completed before payment, responded to Rhodes check status, inquiry,	0.2	\$ 65.00	\$ 13.00
5/20/2022	Responded Tiemen's/Steinheiser check status, printed April Friedman, Cender, D&M, BT invoices, Auditor request Treasurer report, printed same, searched Elias Bernal Romero Beacon address, responded to Auditor, prepared draft agenda, emailed same for review to Novak, Friedman, MCR, Bishop, research BT payment Commissioner Secretary, printed Elias W-9- requested vendor # from Auditor, Bishop call Elias address/D&M engineer signature Pay request 2, BT invoice RDC President, prepared DM pay request calendar, prined /filed USBank Statments	3.2	\$ 65.00	\$ 208.00
5/18/2022	Call BT/Friedman, Auditor's office to pick-up PO's, MCR re: May LPCRDC meeting, prepared Snapshot/Docket	2.5	\$ 65.00	\$ 162.50
5/23/2022	Drafted/peer review April minutes, updated May communications, emailed media LPCRDC agenda, created/scanned/emailed mtg. packet, MCR report reminder, printed 10 agendas/meeting packets for meeting, filed RDC April mtg. Resolutions, contract, email BT for signed/notarized Rinker rail/escrow agreement, logged RDC mtg. responses, Cender recorded Decl/Conf I-94 US 35 Resolutions	5.7	\$ 65.00	\$ 370.50
5/25/2022	Responded Gramarossa re: mtg attendance, call Cender re: 35 Tif recorded Decl/Conf Resolutions recorded originals, printed Cender unpaid invoices, reviewed /printed MCR report for May mtg, printed 35 TIF recorded docs, printed /filed Rinker rail easement/escrow signed requested from BT, prepared 15 Po's for the May mtg. printed Friedman Building a Better America, attended May Rdc mtg, D & M Change order 1/2 printed for mtg, texted MCR, call Auditor verify vendor #s,OCED Director re:MCR May report, USI/Bishop re: DM change orders, reconciled Snapshot w/Treasurer Reports/project bank accts., reviewed Cender outstanding invoices for payment status,	5.9	\$ 65.00	\$ 383.50
			\$ 65.00	\$ -
			\$ 65.00	\$ -
	TOTAL HOURS	20.9		\$ -
Make all checks payable to THOMAS & ASSOCIATES, LLC.				
			TOTAL	\$ 1,358.50

679.25

Friedman & Associates, P.C.

Invoice 10764 submitted to:
LaPorte County Redevelopment

Invoice # 10764

Invoice	Date: 05/16/22
	Terms: COD
	Services Through: 05/16/22

Description Single invoice for LaPorte County Redevelopment

Date	By	Type	Service Summary	Hours/Qty	Rate	Amount
In Reference To: KIP						
04/15/22	SRF	Misc.	review Matt Reardon followup on potential safety issues regarding easement in the Rinker litigation; research duties imposed on RDC regarding safety issues in final easement language; review attorney Bergerson followup	1.05	150.00	\$157.50
04/19/22	SRF	Misc.	review final changes to easement agreement in Rinker litigation; review appraiser's report for finality; review Mike Bergerson followup seeking comments; draft followup capping exposure of RDC to \$67k now in trust	1.05	150.00	\$157.50
04/21/22	SRF	Misc.	final review of late changes to easement document in Rinker litigation; confirm removal of fencing obligation to county; review Mike Bergerson correspondence regarding modified paragraphs three and four in easement document; review Jim Kaminski acceptance of final changes on behalf of Christakas; draft followup to Bergerson and Knight; review Matt Reardon followup; email to RDC members; review Mike Bergerson followup on escrow release language	1.35	150.00	\$202.50
04/22/22	SRF	Misc.	review James Kaminski transmittal with proposed escrow agreement for closing required for release of escrowed funds in Rinker litigation review Mike Bergerson followup; review proposed escrow agreement; proposed changes to draft agreement to provide motion for dismissal contemporaneous filed	1.35	150.00	\$202.50

Date	By	Type	Service Summary	Hours/Qty	Rate	Amount
04/25/22	SRF	Misc.	review latest revised escrow agreement in Rinker litigation; review Mike Bergerson email regarding changes to documents requested by county including additional protections on no release of escrow until full dismissal of condemnation action by Rinker; review latest stipulation language; review attorney Bergerson followup on re-set closing date	0.90	150.00	\$135.00
04/26/22	SRF	Misc.	review attorney buyer's attorney J. Brian Hittinger comments on revised escrow agreement in Rinker litigation; review seller's attorney David Buls followup; review Mike Bergerson followup to atty Buls; review final approval by attorney Hittinger on escrow agreement; Review Mike Bergerson followup query regarding RDC approvals; draft reply	0.45	150.00	\$67.50
04/27/22	SRF	Misc.	review final version of escrow agreement between the county, buyer, seller and escrow agent in preparation for RDC meeting; review final version of easement agreement between the county, buyer and seller and review joint stipulation asking the court to disburse the easement funds and dismiss the case with prejudice, to be filed on behalf of the county and Rinkers along with proposed order	1.20	150.00	\$180.00
05/05/22	SRF	Misc.	review Mike Bergerson transmittal; review approved court order granting full and final dismissal; review final approved easement agreement approved by court	0.45	150.00	\$67.50
05/09/22	SRF	Misc.	review M. Bergerson transmittal; review file marked and recorded easement document closing out Rinker case	0.25	150.00	\$37.50

Total Hours:	8.05
Total Labor:	\$1,207.50
Total Invoice 1074 Amount:	\$1,207.50

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 2611247

Page 2

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

May 11, 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 April 30, 2022 as described on the attached detail.

Fees for Services	\$	6,269.00
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TOTAL THIS INVOICE	\$	6,269.00
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EMINENT DOMAIN MATTER (KINGSBURY INDUSTRIAL PARK/RINKER)

Date	Name	Description	Hours
04/01/22	Michael V. Knight	Discussed a red lined easement proposed by Kaminsky;	0.10
04/05/22	Michael S. Bergerson	Drafted, reviewed, and edited KIP easement agreement per J.Kaminski comments and edits; internal correspondence re same	0.90
04/05/22	Michael V. Knight	Reviewed and made comments to the Kaminsky changes to the proposed easement language;	0.20
04/06/22	Michael S. Bergerson	Drafted, reviewed, and edited KIP easement agreement per J.Kaminski comments and edits; conference with M.Knight re edits and negotiation strategy; email correspondence with county officials and buyer's counsel re same	0.80
04/06/22	Michael V. Knight	Discussed proposed changes to the easement language drafts;	0.20
04/06/22	James W. Tuesley	Reviewed and exchanged correspondence regarding status of LaPorte County railroad right-of-way easement and proposed changes to same.	0.30
04/08/22	Michael S. Bergerson	Email correspondence with M.Reardon and J.Kaminski re Hupp Road negotiations and logistics prior to closing; reviewed and analyzed easement agreement and related documents	0.40
04/12/22	Michael S. Bergerson	Drafted, reviewed, and edited KIP easement agreement; email correspondence with J.Kaminski re same	0.20
04/14/22	Michael S. Bergerson	Telephone conference with T.Rodriguez and M.Reardon re status of KIP easement negotiations and related strategy; drafted, reviewed, and edited easement agreement per county feedback to preserve county interests; email correspondence with S.Friedman re same	0.90
04/15/22	Michael S. Bergerson	Drafted, reviewed, and edited easement agreement per county feedback; email correspondence with J.Kaminski re same and next steps to confirm closing and dismissal	0.60
04/18/22	Michael S. Bergerson	Attention to KIP easement negotiations with J.Kaminski, B.Hittinger, and client; email correspondence same	0.40
04/18/22	Michael V. Knight	Reviewed correspondence from Jim Kaminski asking for compensation for the fence; discussed the appraiser's report that included fence compensation;	0.20
04/19/22	Michael S. Bergerson	Attention to KIP easement negotiations; email correspondence same	0.50
04/21/22	Michael S. Bergerson	Attention to KIP easement settlement negotiations and related correspondence	0.30
04/21/22	Michael V. Knight	Received report that closing is next;	0.10
04/22/22	Michael S. Bergerson	Attention to KIP easement negotiations; email correspondence same	0.50
04/25/22	Michael S. Bergerson	Drafted, reviewed, and edited easement and escrow agreements necessary for settlement; drafted, reviewed, and edited motion to disburse easement funds and dismiss with prejudice, and proposed order; email correspondence with clients and opposing counsel re same to facilitate final negotiations and closing timely closing of real estate and easement transactions	2.50

EMINENT DOMAIN MATTER (KINGSBURY INDUSTRIAL
PARK/RINKER)

Date	Name	Description	Hours
04/25/22	Michael V. Knight	Steps toward the RE closing discussed; Reviewed easement issues;	0.20
04/26/22	Michael S. Bergerson	Attention to LaPorte KIP easement negotiations and related settlement agreements to facilitate timely closing of real estate and easement transactions; email correspondence with county and opposing counsel re same	1.80
04/26/22	Michael V. Knight	Closing correspondence exchanged;	0.20
04/27/22	Michael S. Bergerson	Attention to LaPorte KIP easement negotiations and related settlement agreements; email correspondence with county and opposing counsel re same	0.50
04/28/22	Michael S. Bergerson	Attention to LaPorte KIP easement negotiations and related settlement agreements; email correspondence with county and opposing counsel re same	0.40

Fees for Services Total	\$	6,269.00
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Cender|Dalton Municipal Advisors
233 E. 84th Drive, Suite 103
Merrillville, IN 46410-6397
(219) 736-1800

LaPorte County Redevelopment Commission
Attn: Mary Jane Thomas
555 Michigan Avenue, Suite 203
LaPorte, IN 46350

INVOICE

Invoice Date: 03/14/22
Total Amount: \$622.50
Number: 9160
Invoice Period: 02/01/22 - 02/28/22
Terms: Due on receipt

INVOICE DETAILS

Source	Date	Description	Hrs / Qnt	Rate	Amount
Professional Fees					
Daniel Dalton	02/22/22	Preparing the YE2021 Annual Financial Report.	2.25	\$120.00	\$270.00
Daniel Dalton	02/23/22	Preparing the Annual Report and Overlapping Units Report.	2.00	\$120.00	\$240.00
		Daniel Dalton	4.25		\$510.00
Steve Dalton	02/25/22	Review annual report and correspondence with ED consultant.	0.50	\$225.00	\$112.50
		Steve Dalton	0.50		\$112.50
		Professional Fees	4.75		\$622.50
		TOTAL FEES/EXPENSES	--		\$622.50

TOTAL AMOUNT DUE

~~\$622.50~~

\$207.50

Cender & Company, L.L.C. d/b/a Cender|Dalton Municipal Advisors
EIN: 75-3092877

Thank you for your business.



Cender | Dalton

Municipal Advisors

233 E. 84th Drive, Suite 103

Merrillville, IN 46410

p: 219.736.1800 | f: 219.736.8464

INVOICE

January 18, 2022

LaPorte County Redevelopment Commission

Attn: Mary Jane Thomas

555 Michigan Avenue, Suite 203

LaPorte, IN 46350

INVOICE NO. 9055

TERMS: PAYABLE UPON RECEIPT

PROFESSIONAL SERVICES for the period of August 1, 2021 through December 31, 2021 for annual professional consulting services for the **LaPorte County Redevelopment Commission**.

PROGRESS BILLING for annual professional consulting services (see attached detail):

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Karl Cender	3.00	\$ 225.00	\$ 675.00
Daniel Dalton	.75	120.00	90.00
Aaron Finley	1.25	80.00	<u>100.00</u>

Invoice Amount

~~\$ 865.00~~

190.00

675.00

Cender & Company, L.L.C. d/b/a Cender | Dalton Municipal Advisors

EIN: 75-3092877

Thank you for your business.

CENDER & COMPANY, L.L.C.
LaPorte County Redevelopment Commission
Time & Expense Detail
For the Period August 1, 2021 through December 31, 2021
Invoice No. 9055

<u>Staff</u>	<u>Date</u>	<u>Hours</u>	<u>Description of Services</u>
Karl Cender	12/15/2021	0.50	Discussion with Matt Reardon regarding update on US 35/20 TIF project.
Karl Cender	12/15/2021	1.00	Attend Redevelopment Commission meeting.
Karl Cender	12/15/2021	1.50	Attend Commissioners meeting regarding US 35/20 TIF allocation area.
		<u>3.00</u>	
 Daniel Dalton	 8/3/2021	 <u>0.75</u>	 Reviewed Overlapping Units Report.
 Aaron Finley	 8/5/2021	 0.50	 Overlapping Units Report PowerPoint update and changes.
Aaron Finley	8/6/2021	0.75	Overlapping Units Report PowerPoint update and changes.
		<u>1.25</u>	

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 #: 5

Invoice Date: 6/14/2022

Invoice For: LPCRDC

DATE	Description	HOUR S/	Unit Price	Price
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5/5/2022	Tiemenn's PO question Auditor's office, RDC emails to USI for reporting,	0.1	\$ 65.00	\$ 6.50
5/6/2022	Gonzales re: Tomerlin call on status of his check, called Tomerlin letting him know status of payment, called Rdc President, texted him Tomerlin contact /info request	0.3	\$ 65.00	\$ 19.50
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5/10/2022	Bush easement, USBank statements reviewed/ printed filed.. Gather May claims, requested NLKJ vendor #/ created Bush vendor # of Auditor, Bishop email confirming 421 easement claims/Hagenow invoice, contact Bush for SS # as w-9 unreadable, requested final Deercroft agreement	0.9	\$ 65.00	\$ 58.50
5/11/2022	Bishop D&M invoicing, Deercroft agreement, MCR Deercroft agreement,reviewed USBank Statements 1/2	1.2	\$ 65.00	\$ 78.00
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5/18/2022	Call BT/Friedman, Auditor's office to pick-up PO's, MCR re: May LPCRDC meeting, prepared Snapshot/Docket	2.5	\$ 65.00	\$ 162.50
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5/25/2022	Responded Gramarossa re: mtg attendance, call Cender re: 35 Tif recorded Decl/Conf Resolutions recorded originals, printed Cender unpaid invoices, reviewed /printed MCR report for May mtg, printed 35 TIF recorded docs, printed /filed Rinker rail easement/escrow signed requested from BT, prepared 15 Po's for the May mtg. printed Friedman Building a Better America, attended May Rdc mtg, D & M Change order 1/2 printed for mtg, texted MCR, call Auditor verify vendor #s,OCED Director re:MCR May report, USI/Bishop re: DM change orders, reconciled Snapshot w/Treasurer Reports/project bank accts., reviewed Cender outstanding invoices for payment status.	5.9	\$ 65.00	\$ 383.50
			\$ 65.00	\$ -
			\$ 65.00	\$ -
	TOTAL HOURS	20.9		\$ -
Make all checks payable to THOMAS & ASSOCIATES, LLC.				
			TOTAL	\$ 1,358.50

679.25



MCR Partners LLC

INVOICE 2022-006

06-01-2022

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 06-30-2022

~~\$6,000.00~~

\$2000.00

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
6/12/2022	C 22 7545

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		
	May 1, 2022 - June 12, 2022		
	Application Two		
	Labor, materials and equipment to perform work as per contract	625,030.26	625,030.26
	Retainage	-62,503.03	-62,503.03
	Sales Tax	7.00%	0.00
Thank you for your business, please make check payable to D&M Excavating, Inc.		Total	\$562,527.23

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.: Two (2)

From: 05/01/22

From: D & M Excavating, Inc.
(Contractor) 9896 W. 300 North
Michigan City, IN

Engineer: RQAW ?

To: 06/12/22

Project Number: 1334

Contract For: Sewer & Water Extensions

Invoice No.: C 22 7545

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	\$ 925,136.34
b	Total Stored to Date	\$ -
c	Total Completed and Stored to Date	\$ 925,136.34
5	RETAINAGE	
a	10.0% of Completed Work	\$ 92,513.63
b	Reduction of Retainage	\$ -
	TOTAL RETAINAGE	\$ 92,513.63
6	Total Earned Less Retainage	\$ 832,622.70
7	Less Previous Certificates for Payment	\$ 270,095.47
8	Current Payment Due	\$ 562,527.23

***** 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: 6/16/2022

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

June

,2022

Signed: 

Ryan J. Miller

President

13th

day of

June

,2022

Personally appeared before me this

Ryan J. Miller

President

of the foregoing instrument for and on behalf of said

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.

This instrument prepared by:

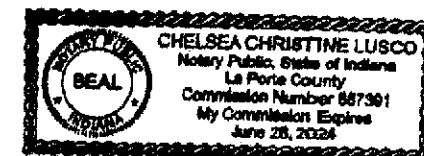
Resident of

LaPorte

Chelsea Lusco
County

Notary Public

My Commission Expires: June 28, 2024



Periodical Pay Estimate Number:

Two (2)

Owner: La Porte County Redevelopment

For the Period:

05/01/22 to 06/12/22

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	\$ -	0.2	\$ 4,000.00	0.2	\$ 4,000.00	-0.8	\$ (16,000.00)	20%
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	\$ -	0.2	\$ 2,400.00	0.2	\$ 2,400.00	-0.8	\$ (9,600.00)	20%
S4	Bonds & Insurance	1	LS	\$ 50,000.00	\$ 50,000.00	1	\$ 50,000.00	0	\$ -	1	\$ 50,000.00	0	\$ -	100%
S5	Mobilization/De-Mobilization	1	LS	\$ 215,000.00	\$ 215,000.00	0	\$ -	0.2	\$ 43,000.00	0.2	\$ 43,000.00	-0.8	\$ (172,000.00)	20%
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		952	\$ 50,970.08	0	\$ -	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		2800	\$ 199,136.00	0	\$ -	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	\$ -	2.56	\$ 34,230.91	2.56	\$ 34,230.91	0	\$ -	100%
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		\$ 83,830.91		\$ 383,736.99		\$ (1,103,441.77)		31%
Total					\$ 1,237,072.68	\$ 300,106.08		\$ 83,830.91		\$ 383,736.99		\$ (1,103,441.77)		31%

Periodical Pay Estimate Number:

Two (2)

Owner: La Porte County Redevelopment

For the Period:

05/01/22 to 06/12/22

Project: I-94/US 421 TIF

Contractor:

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

Page: Three of Five

Michigan City, IN														
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	\$ -	4280	\$ 287,701.60	4280	\$ 287,701.60	-535	\$ (35,962.70)	89%
F2 - sm	6" DIPS 11 HDPE	4815	LF	\$ 8.55		0	\$ -	420	\$ 3,591.00	420	\$ 3,591.00			
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	\$ -	0.5	\$ 24,387.67	0.5	\$ 24,387.67	-0.5	\$ (24,387.67)	50%
*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	\$ -		\$ 315,680.27		\$ 315,680.27		\$ (583,117.59)		35%
Total Previous Pages					\$ 1,237,072.68	\$ 300,106.08		\$ 83,630.91		\$ 383,736.99		\$ (1,103,441.77)		31%
Total					\$ 2,132,279.53	\$ 300,106.08		\$ 399,311.18		\$ 699,417.26		\$ (1,686,559.36)		33%

Periodical Pay Estimate Number:

Two (2)

Owner: La Porte County Redevelopment

For the Period:

05/01/22 to 06/12/22

Project: I-94/US 421 TIF

Contractor:

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

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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	\$ 758.30	\$ 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	2	EA	\$ 307.50	\$ 615.00	0	\$ -	0	\$ -	0	\$ -	-2	\$ (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	LS	\$ 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	\$ -	1	\$ 7,366.67	1	\$ 7,366.67	0	\$ -	100%
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	\$ 1,210,891.20	0	\$ -	0	\$ -	0	\$ -	-7940	\$ (1,210,891.20)	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	\$ 3,685.90		0	\$ -	13	\$ 47,916.70	13	\$ 47,916.70			
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	\$ -	21	\$ 124,435.71	21	\$ 124,435.71			
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		\$ -		\$ 179,719.08		\$ 179,719.08		\$ (2,296,264.00)	8%
Total Previous Pages				\$ 2,132,279.53		\$ 300,106.08		\$ 399,311.18		\$ 699,417.26		\$ (1,686,559.36)	33%
Total				\$ 4,435,910.20		\$ 300,106.08		\$ 579,030.26		\$ 879,136.34		\$ (3,982,823.36)	20%

Owner: La Porte County Redevelopment

Project: I-94/US 421 TIF

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	\$ 31,266.92	0	\$ -	0	\$ -	0	\$ -	-266	\$ (31,266.92)	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%
CO # 2		0	L.S.	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#DIV/0!
	Landfill Fence	1	L.S.	\$ 46,000.00	\$ 46,000.00	0	\$ -	1	\$ 46,000.00	1	\$ 46,000.00	0	\$ -	100%
		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!
Total this Page					\$ 513,614.80	\$ -	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ (467,614.80)	9%			
Total Previous Pages					\$ 4,435,910.20	\$ 300,106.08	\$ 579,030.26	\$ 879,136.34	\$ (3,982,823.36)	20%				
Total					\$ 4,949,525.00	\$ 300,106.08	\$ 625,030.26	\$ 925,136.34	\$ (4,450,438.16)	18%				

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 \$ 562,527.23
Five Hundred Sixty Two Thousand Five Hundred Twenty Seven Dollars and 23/100 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 June, 2022

Signed:

Ryan J Miller President

Personally appeared before me this 13th day of June, 2022

Ryan J. Miller

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



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

June 15, 2022

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

June 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

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

BILLING DATE	TERMS OF PAYMENT
05/29/2022	Standard Terms

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

DATE	AD #	TRANS #	DESCRIPTION	INS	UNITS	AMOUNT	TOTAL
05/14/2022	70367823	300922928	Balance Forward			52.69	52.69
			Claims & Allowances 5.25.22 - 70367823			27.98	80.67
05/24/2022		400937695	150LPCD1 LaPorte County Herald Payment Check 313258	1	6.66ln	-25.18	55.49

MAY 2022	AGING			
	April 2022	March 2022	February 2022	January 2022
\$ 27.98	\$ 27.51	\$ 0.00	\$ 0.00	\$ 0.00

TOTAL NET AMOUNT DUE
\$ 55.49

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 _____

BILLED ACCOUNT NO.	BILLED ACCOUNT NAME	AMOUNT DUE
150 00009362	LaPorte County Redevelopment Commission	\$ 55.49

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

0000936200000000000005549

Billing Date
 06/07/2022

150000093620000000000005549



Cender|Dalton Municipal Advisors
233 E. 84th Drive, Suite 103
Merrillville, IN 46410-6397
(219) 736-1800

LaPorte County Redevelopment Commission
Attn: Mary Jane Thomas
555 Michigan Avenue, Suite 203
LaPorte, IN 46350

INVOICE

Invoice Date: 03/14/22
Total Amount: \$622.50
Number: 9160
Invoice Period: 02/01/22 - 02/28/22
Terms: Due on receipt

INVOICE DETAILS

Source	Date	Description	Hrs / Qnt	Rate	Amount
Professional Fees					
Daniel Dalton	02/22/22	Preparing the YE2021 Annual Financial Report.	2.25	\$120.00	\$270.00
Daniel Dalton	02/23/22	Preparing the Annual Report and Overlapping Units Report.	2.00	\$120.00	\$240.00
		Daniel Dalton	4.25		\$510.00
Steve Dalton	02/25/22	Review annual report and correspondence with ED consultant.	0.50	\$225.00	\$112.50
		Steve Dalton	0.50		\$112.50
		Professional Fees	4.75		\$622.50
		TOTAL FEES/EXPENSES	--		\$622.50
TOTAL AMOUNT DUE					\$622.50

~~\$622.50~~
\$207.50

Cender & Company, L.L.C. d/b/a Cender|Dalton Municipal Advisors
EIN: 75-3092877

Thank you for your business.



Cender|Dalton

Municipal Advisors

233 E. 84th Drive, Suite 103
Merrillville, IN 46410
p: 219.736.1800 | f: 219.736.8464

INVOICE

January 18, 2022

LaPorte County Redevelopment Commission
Attn: Mary Jane Thomas
555 Michigan Avenue, Suite 203
LaPorte, IN 46350

INVOICE NO. 9055

TERMS: PAYABLE UPON RECEIPT

PROFESSIONAL SERVICES for the period of August 1, 2021 through December 31, 2021 for annual professional consulting services for the **LaPorte County Redevelopment Commission**.

PROGRESS BILLING for annual professional consulting services (see attached detail):

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Karl Cender	3.00	\$ 225.00	\$ 675.00
Daniel Dalton	.75	120.00	90.00
Aaron Finley	1.25	80.00	<u>100.00</u>

Invoice Amount

\$ 865.00

190.00

~~865.00~~
95.00

Cender & Company, L.L.C. d/b/a Cender | Dalton Municipal Advisors
EIN: 75-3092877

Thank you for your business.

CENDER & COMPANY, L.L.C.
LaPorte County Redevelopment Commission
Time & Expense Detail
For the Period August 1, 2021 through December 31, 2021
Invoice No. 9055

<u>Staff</u>	<u>Date</u>	<u>Hours</u>	<u>Description of Services</u>
Karl Cender	12/15/2021	0.50	Discussion with Matt Reardon regarding update on US 35/20 TIF project.
Karl Cender	12/15/2021	1.00	Attend Redevelopment Commission meeting.
Karl Cender	12/15/2021	1.50	Attend Commissioners meeting regarding US 35/20 TIF allocation area.
		<u>3.00</u>	
 Daniel Dalton	 8/3/2021	 <u>0.75</u>	 Reviewed Overlapping Units Report.
 Aaron Finley	 8/5/2021	 0.50	 Overlapping Units Report PowerPoint update and changes.
Aaron Finley	8/6/2021	0.75	Overlapping Units Report PowerPoint update and changes.
		<u>1.25</u>	



Cender | Dalton

Municipal Advisors

233 E. 84th Drive, Suite 103
Merrillville, IN 46410
p: 219.736.1800 | f: 219.736.8464

REMITTANCE ADVICE

LaPorte County Redevelopment Commission
Attn: Mary Jane Thomas
555 Michigan Avenue, Suite 203
LaPorte, IN 46350

January 18, 2022

INVOICE NO. 9055
TERMS: PAYABLE UPON RECEIPT

Invoice Amount

\$ ~~865.00~~

190.00

Cender & Company, L.L.C. d/b/a Cender | Dalton Municipal Advisors
EIN: 75-3092877

Thank you for your business.



MCR Partners LLC

INVOICE 2022-006

06-01-2022

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 06-30-2022

~~\$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



Cender|Dalton Municipal Advisors
233 E. 84th Drive, Suite 103
Merrillville, IN 46410-6397
(219) 736-1800

LaPorte County Redevelopment Commission
Attn: Mary Jane Thomas
555 Michigan Avenue, Suite 203
LaPorte, IN 46350

INVOICE

Invoice Date: 03/14/22
Total Amount: \$622.50
Number: 9160
Invoice Period: 02/01/22 - 02/28/22
Terms: Due on receipt

INVOICE DETAILS

Source	Date	Description	Hrs / Qnt	Rate	Amount
Professional Fees					
Daniel Dalton	02/22/22	Preparing the YE2021 Annual Financial Report.	2.25	\$120.00	\$270.00
Daniel Dalton	02/23/22	Preparing the Annual Report and Overlapping Units Report.	2.00	\$120.00	\$240.00
		Daniel Dalton	4.25		\$510.00
Steve Dalton	02/25/22	Review annual report and correspondence with ED consultant.	0.50	\$225.00	\$112.50
		Steve Dalton	0.50		\$112.50
		Professional Fees	4.75		\$622.50
		TOTAL FEES/EXPENSES	--		\$622.50

TOTAL AMOUNT DUE

~~\$622.50~~

\$209.50

Cender & Company, L.L.C. d/b/a Cender|Dalton Municipal Advisors
EIN: 75-3092877

Thank you for your business.

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 _____