MEETING AGENDA
September 4, 2020, at 9:00 a.m.

REDEVELOPMENT COMMISSION

MEMBERS

Brian Pawlowski
President
Board of Commissioners Appt.

Dennis Jordan
Vice-President
Board of Commissioners Appt.

Jessica Clark, P.E.
Secretary
Board of Commissioners Appt.

Thomas Gryp
Member
Council Appointment

Jason Critchlow
Member
Council Appointment

Larry Beehler
Advisory Member
PHM School Corporation Appt.

Jamie Woods, Esq.
Counsel

Join Meeting In-Person
227 W. Jefferson Boulevard
County-City Building
4th Floor, Council Chambers

Join the Zoom Meeting
Meeting ID: 960 5069 8787
Passcode: 4276312
Dial by your location
+1 312 626 6799 US (Chicago)

1. Meeting Called to Order

2. Approval of Minutes
   a. August 18, 2020 – Regular Meeting of the Redevelopment Commission

3. Economic Development Area Updates
   a. General Redevelopment Commission
      i. Budget Information (July report)
         1. Wyatt EDA – Fund 4300
         2. New Carlisle EDA – Fund 4301 (AA #2)
         3. New Carlisle EDA – Fund 4302 (AA #1)
         4. New Carlisle EDA – Fund 4303 (Special Taxing District)
         5. Capital Avenue EDA – Fund 4401
         6. Northwest Cleveland Road EDA – Fund 4402
         7. General Redevelopment Commission – Fund 4403
         8. Double Track Bond – Fund 4404
   b. New Carlisle Economic Development Area
      i. Option Agreements – Extension #1
         1. Resolution 2020-08 - Option A (Sebasty Sr. & Sebasty Jr.)
         2. Resolution 2020-09 - Option B (Sebasty Jr.)
         3. Resolution 2020-10 - Option C (Kaminski)
i. Indiana Enterprise Center update
   1. **Resolution 2020-11** – Resolution of the St. Joseph County Redevelopment Commission Regarding the Indiana Enterprise Center
   2. Update of Fiber Optic Project

c. St. Joseph County Economic Development Area No. 3 (Capital Avenue EDA)

d. Wyatt Economic Development Area No. 1 (Wyatt EDA)

e. Northwest Cleveland Road Economic Development Area (NWCR EDA)

4. Additional Business

5. Public Comment (3 minute limit)

6. Adjournment

Next Meeting Date: October 13, 2020 at 9 am (4th Floor – Council Chambers)

The Title VI Coordinator has made available at this meeting/hearing a voluntary Public Involvement Survey to collect demographic data to monitor and demonstrate St. Joseph County's compliance with its non-discrimination obligations under Title VI and Federal Regulation 23CFR 200.9(b)(4), and more importantly, ensure that affected communities and interested persons are provided equal access to public involvement. Compliance is voluntary. However, in order to demonstrate compliance with the federal regulation, the information requested must be documented when provided. It will not be used for any other purpose, except to show that those who are affected or have an interest in proceedings or the proposed project have been given an opportunity to provide input throughout the process.
MEETING MINUTES
August 18, 2020, at 9:00 a.m.

Members Present: Dennis Jordan, Jessica Clark, Larry Beehler, Brian Pawlowski by Zoom and Jason Critchlow by Zoom

Staff Present: Bill Schalliol, Chris Brown, Jamie Woods, Samantha Keultjes

i. Meeting Called to Order at 9:01 by Dennis Jordan

   a. Introduction of Abby Wiles, Ex. Director of Area Plan Commission
      (Audio Position: 2:00)

      Abby Wiles, the new Executive Director of St. Joseph County Area Plan
      Commission introduced herself to the Redevelopment Commission.

2. Approval of Minutes (Audio Position: 2:40)
   a. July 14, 2020 – Regular Meeting of the Redevelopment Commission

      After careful consideration, the following action was taken: Upon a
      motion by Jessica Clark, being seconded by Jason Critchlow and
      unanimously carried, the July 14, 2020 Redevelopment Commission
      minutes were approved.

3. Economic Development Area Updates (Audio Position: 3:00)
   a. General Redevelopment Commission
      i. Budget Information (July report)
         1. Wyatt EDA – Fund 4300
         2. New Carlisle EDA – Fund 4301 (AA #2)
         3. New Carlisle EDA – Fund 4302 (AA #1)
         4. New Carlisle EDA – Fund 4303 (Special Taxing District)
         5. Capital Avenue EDA – Fund 4401
         6. Northwest Cleveland Road EDA – Fund 4402
         7. General Redevelopment Commission – Fund 4403
         8. Double Track Bond – Fund 4404

      Bill Schalliol explained that the updated budget information was
      provided in the packet for the Commission members to review.
ii. Summer Increment Disbursement information

Jessica Clark stated that the Summer Increment Disbursement information was also included in the budget information for the Commission members to review. Bill Schalliol took a moment to give a brief update and explain the spreadsheet provided.

iii. Business Development Corporation Donation Letter

Bill Schalliol stated that the St. Joseph County Economic Development received a donation from Business Development Corporation.

iv. Property Disposition Appraisal

1. Iverson Grove / Appraisal Services, Inc - Outlot C, Lathrop Street and Old Cleveland Road Minor Subdivision

Bill Schalliol presented professional service proposals from Appraisal Services, Inc totaling $1,500.00 and Iverson Grove totaling $4,000.00 (included price for other two appraisals) to develop disposition appraisals for Outlot C-Lathrop Street and Old Cleveland Road Minor Subdivision.

After careful consideration, the following action was taken: Upon a motion by Brian Pawlowski, being seconded by Jessica Clark and unanimously carried, the proposal was approved.

b. New Carlisle Economic Development Area

i. Property Disposition Appraisals

1. Iverson Grove / Appraisal Services, Inc - Inland Parcel

Bill Schalliol presented professional service proposals from Appraisal Services, Inc totaling $1,500.00 and Iverson Grove totaling $4,000.00 (included price for other two appraisals) to develop disposition appraisals for the Inland Parcel-SW corner of Walnut Road and Edison Road.

After careful consideration, the following action was taken: Upon a motion by Brian Pawlowski, being seconded by Jessica Clark and unanimously carried, the proposal was approved.

2. Iverson Grove / Appraisal Services, Inc – Willow Road /State Road 2 Parcels

Bill Schalliol presented professional service proposals from Appraisal Services, Inc totaling $1,500.00 and Iverson Grove totaling $4,000.00 (included price for other two appraisals) to develop disposition appraisals for three parcels of land in the northeast quadrant of the intersection of Willow Road and State Road 2.

After careful consideration, the following action was taken: Upon a motion by Brian Pawlowski, being seconded by Jessica Clark and unanimously carried, the proposal was approved.
ii. Indiana Enterprise Center update
   1. EDA Fiber Conduit Project – Update

   Chris Brown presented a quick update regarding the EDA Fiber Conduit Project. The site certification process is moving forward. Part 1, the Engineer/Architect part listing the pathway and permits has been signed and forwarded on to Thorne Grodnik LLP for title opinion work. Jamie Woods stated that their title opinion work would be done this week.

c. St. Joseph County Economic Development Area No. 3 (Capital Avenue EDA)

i. Elkhart & Western Railroad Agreement

   Bill Schalliol presented a proposal from Elkhart & Western Railroad (EWR) for railroad crossing upgrades at Bittersweet Road and Ash Road totaling $351,900.00.

   After careful consideration, the following action was taken: Upon a motion by Brian Pawlowski, being seconded by Jessica Clark un unanimously carried, the proposal was approved.

ii. Interlocal Agreement with Elkhart County RDC on Northwest Gateway Infrastructure Study

   Bill Schalliol presented a Request for Proposals (RFP) for the Northwest Gateway Corridor Study, prepared by the Elkhart County Redevelopment Commission, requesting that the St. Joseph County Redevelopment Commission offer to assist and partner in the study the lesser amount of $50,000.00 or 50% of the total project costs. Staff requests the approval of the funding partnership proposal.

   After careful consideration, the following action was taken: Upon a motion by Jason Critchlow, being seconded by Brian Pawlowski and unanimously carried, the agreement was approved.

iii. Professional Service Agreement
   1. Roberts Environmental Contract

   Bill Schalliol presented a proposal from Roberts Environmental Services, LLC to work with the County and Plews, Shadley, Racher & Braun LLP to assist with review of environmental documentation, environmental reports and other environmental information related to environmental work being done in the AM General/Seres Motors project area.

   After careful consideration, the following action was taken: Upon a motion by Brian Pawlowski, being seconded by Jessica Clark and unanimously carried, the proposal was approved.

d. Wyatt Economic Development Area No. 1 (Wyatt EDA)
No update at this time.

e. Northwest Cleveland Road Economic Development Area (NWCR EDA)

No update at this time.

4. Additional Business

No update at this time.

5. Public Comment (3 minute limit)

There was one person present for public comment. He was:

Dan Caruso, residing at 305 Compton St. New Carlisle, IN. He stated that the public is not included in decisions regarding the IEC. The public are told after the fact and backroom deals are being made. He stated that the public needs to be included in the discussions and before any action takes place. He also stated that the IEC public comments still need to be made public.

6. Adjournment

Upon a motion by Jessica Clark, being seconded by Brian Pawlowski and unanimously carried, the Redevelopment Commission meeting adjourned at 9:26 a.m.

Next Meeting Date: September 8, 2020 at 9 am (4th Floor – Council Chambers)
## Wyatt Allocation Area

### Fund 4300: Wyatt Economic Dev Area

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<thead>
<tr>
<th>Fiscal Year Budget:</th>
<th>Actual Expenditure 2019</th>
<th>Approved 2020 Budget</th>
<th>Actual to Date 2020</th>
<th>Proposed 2021</th>
<th>3-Year Projection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Cash Balance (January 1)</td>
<td>$337,817.93</td>
<td>$370,085.32</td>
<td>$370,085.32</td>
<td>$345,880.21</td>
<td>$321,894.91</td>
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### Summary of Revenue and Expenditures

#### REVENUES:
- Property Tax Levy: 
  - 
- Tax Increment Revenue:
  - Wyatt Allocation Area (FY Est) 34,804.69 15,066.30 34,804.69 34,804.69 34,804.69 34,804.69 34,804.69
  - June Settlement 20,287.62 19,738.95 
  - December Settlement 19,575.92 
- Total of Tax Increment: 40,167.23 34,804.69 34,804.69 34,804.69 34,804.69 34,804.69 34,804.69
- Other Sources of Revenue: 
  - 
- Total REVENUES: 40,167.23 34,804.69 34,804.69 34,804.69 34,804.69 34,804.69 34,804.69

#### EXPENDITURES:
- Operating Costs: 
- Administrative Costs: 
- Salaries: 
- Transfers Out: 
- Debt Service: 
- Total of Obligations: 
- Professional Services:
  - Legal 
  - Financial Adviser 1,500.00 1,500.00 1,500.00 1,500.00 1,500.00 1,500.00
  - Chamber of Commerce 7,500.00 7,500.00 7,500.00 7,500.00 7,500.00 7,500.00
  - IT Services 
  - Budgeted & Unexpended: 50,506.00 
- Total of Professional Services: 7,500.00 9,000.00 59,000.00 59,000.00 9,000.00 9,000.00
- Projects:
  - Sewer Extension 
  - Plant Expansions 
  - Infrastructure and Safety 50,000.00 50,000.00 100,000.00 300,000.00 250,000.00
- Total Projects: 50,000.00 50,000.00 50,000.00 400,000.00 250,000.00
- Other Expenditures:
  - Wyatt Drainage Reconstruction 
  - Other 225,000.00 250,000.00
  - 
- Total EXPENDITURES: 7,500.00 59,000.00 59,000.00 288,000.00 658,000.00 250,000.00

### 6/30/2020 Cash Balance

| 6/30/2020 Cash Balance | $331,323.93 |

### Projected Cash Balance (December 31):

| Projected Cash Balance (December 31): | $370,085.32 | $345,890.21 | $345,890.21 | $321,894.91 | $72,499.60 | ($51,695.73) | ($77,491.02) |

**Note:** Allocation Area final year - 2029
## New Carlisle Economic Development Area Allocation Area #2

### Fund 4301

#### Fiscal Year Budget:

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<tr>
<th>Actual Expenditure 2019</th>
<th>Approved 2020 Budget</th>
<th>Actual to Date 2020</th>
<th>Proposed 2021</th>
<th>3-Year Projection</th>
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</table>

#### Beginning Cash Balance (January 1):

- $1,033,800.17
- $1,033,800.17
- $656,028.22
- $418,453.88
- $180,879.54
- $(5,094.80)

#### Summary of Revenue and Expenditures

**REVENUES:**

- **Property Tax Levy:**
  - Tax Increment Revenue: (FY Est.)
  - June Settlement: 574,423.19
  - Adjusted Settlement – July: 380,583.94
  - December Settlement: 520,712.13
  - Total of Tax Increment: 1,475,619.46

- **Other Sources of Revenue:**
  - 117,240.00

- **Total REVENUES:** 1,592,859.46

**EXPENDITURES:**

- **Operating Costs**
- **Land Acquisition (Tireland Steel)**
- **Transfers Out**

- **Debt Service**
  - Special Taxing District (2020)
  - Double Tracking (2019) Transfer to Fund 4301: 485,528.00

- **Total of Obligations:** 485,528.00

- **Professional Services**
  - Legal: 54,871.11
  - Chamber of Commerce: 28,144.00
  - Economic Development: 30,000.00
  - IT Services: 30,000.00
  - Other: 30,000.00

- **Total of Other Expense:** 83,015.11

- **Economic Development**
  - Appraisal/Real Estate Fees: 15,810.00
  - Other (Ex Budgeted & Unexpended): 20,000.00

- **Total of Economic Development:** 35,810.00

- **Projects**
  - NC Water Treatment Plant: 500,000.00
  - Multi-Service Facility: 112,240.00

- **Total EXPENDITURES:** 1,143,155.13

#### 9/30/2020 Cash Balance: 1,004,615.39

#### Projected Cash Balance (December 31):

| $1,033,800.17 | $737,026.68 | $656,028.22 | $418,453.88 | $180,879.54 | $(5,094.80) | $(179,269.14) |

#### Note:
- Allocation Area Final Year 2017

<table>
<thead>
<tr>
<th>Encumbrances</th>
<th>112,240.00</th>
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</table>
## Summary of Revenue and Expenditures

### REVENUES:

**Property Tax Levy:**  
Tax Increment Revenue:  
- NCEDA #1 Allocation Area (FY Est.)  
- NCEDA #2 Allocation Area (FY Est.)  
  - June 30th Actual: 1,234,109.74  
- Adjusted Settlement - July - December 19th Projected: 822,833.54  
  - Total of Tax Increment: 2,056,943.26  
- Other Sources of Revenue:  
  - Land Sales and Leases  
  - Contributions & Loan Repayments  
  - Reimbursements: 21,600.00  
  - Interest Income  
  - ERA AV Deduction Imposed Fees  
  - Project Carry Forward Balance: 661,113.25  
  - Other Sources of Revenue  
  - Total of Other Sources of Revenue: 23,600.00  
  - Total REVENUES: 2,079,543.25

### EXPENDITURES:

**Operating Costs:**  
- Chamber of Commerce: 17,064.00  
- Other: 21,600.00  
- Administrative Costs: 18,451.00  
- Debt Service:  
  - Special Taenia District Bond 2015: 850,370.00  
  - Continuing Disclosure & Trustee Fees: 400.00  
  - Total of Obligations: 950,771.00  
- Professional Services:  
  - Legal: 90,070.00  
  - Financial: 4,354.95  
  - Economic Development: 10,000.00  
  - Appraisal Services: 42,483.00  
  - Other (Grant Prep): 50,000.00  
  - Total of Professional Services: 204,884.00  
- Projects:  
  - Budgeted & Unexpended: 4,205,507.46  
  - Other: 9,740.00  
  - Special Projects (EBC Land Use/FP/Cord Amendments): 12,101.61  
  - Benton Wood County Parks/Harbor/Timothy Road: 322,047.44  
  - NCCTO - NC Station: 200,000.00  
  - NC Water Treatment Plant: 300,000.00  
  - Lohndorf Development 1  
  - Regional Drainage Project - South: 20,002.00  
  - NYS Rail Lead Track Project: 8,921.67  
  - Transportation & Utility Improvements  
  - Parcel Acquisition/Real Estate: 950,282.57  
  - NCDOT - Cape Charles Department Truck: 1,075,979.00  
  - Multi Service Facility: 200,000.00  
  - Regional Drainage Project - South: 208,306.71  
  - South Shore Freight Alignment: 105,505.00  
  - Total Current Projects: 2,700,881.09  
- Total PROJECT EXPENDITURES: 3,813,161.55  
- Total EXPENDITURES: 3,813,161.55

**D/31/2020 Cash Balance:** 4,140,995.14

**Projected Cash Balance (December 31):**

### Notes:

1. Big Ten & GIS  
2. Remaining Contract Budget = $13,998  
3. Encumbrances:  
   - DLZ (Multi Service Facility): $178,340.00  
   - ORBEL: $8,144.50  
   - Lehman: $12,877.80  

**Total:** $202,354.99
## ST. JOSEPH COUNTY, INDIANA
### ST. JOSEPH COUNTY REDEVELOPMENT COMMISSION
Redevelopment Commission 2020 Budget, 2021 Proposed, and Projected 3 Years

As of 8/31/2020

### New Carlisle Economic Development Area Allocation Area
Fund 4303: Special Taxing District Bond Proceeds

<table>
<thead>
<tr>
<th>Fiscal Year Budget:</th>
<th>Actual Expenditure 2019</th>
<th>Approved 2020 Budget</th>
<th>Actual to Date 2020</th>
<th>Proposed 2021</th>
<th>3 Year Projection</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 4,773,729.96</td>
<td>$ 4,152,327.29</td>
<td>$ 4,152,327.29</td>
<td>$ 1,302,327.29</td>
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</table>

### Summary of Revenue and Expenditures

#### REVENUES:

- **Property Tax Levy:**
  - Amount

- **Total of Tax Increment:**
  - Amount

- **Other Sources of Revenue:**
  - Land Sales and Rent
  - Contributions & Loan Repayments
  - Reimbursements
  - Internal Income
  - ERA AV Deduction Imposed Fees
  - Bond Proceeds (2020 $10M Special District)

- **Project Carry Forward Balance:**
  - Amount

- **Total of Other Sources of Revenue:**
  - Amount

- **Total REVENUES:**
  - Amount

#### EXPENDITURES:

- **Operating Costs**
- **Administrative Costs**
- **Salaries**
- **Transfers Out**

- **Debt Service:**
- **Bond #1**
- **Bond #2**

- **Total of Obligations:**

- **Professional Services:**
  - Legal
  - Financial Advisor
  - Consultants
  - Economic Development
  - IT Services
  - Construction
  - Budgeted & Unbudgeted

- **Total of Professional Services:**
  - Amount

- **Current Projects**
  - Broadband
  - Special Projects: 35,565.32
    - 1,050,000.00
  - Future W/S Extensions: 1,100,000.00
  - Transportation & Utility Improvements: 700,000.00
  - NW/EC Master Plan (EC): 605,837.55
    - 335,292.36
  - NCEDA Water & Sewer Project
  - N/S Rail Lead Track Project
  - Land Acquisition (Island State)
  - Regional Drainage Project - North: 300,000.00

- **Total Projects:** 621,402.37
  - 2,850,000.00
  - 345,292.36
  - 1,200,000.00

- **Future Projects**
- **Other**

- **Total EXPENDITURES:**
  - $ 621,402.37
    - 2,850,000.00
    - 4,035,752.68
    - 1,802,327.29

### 8/31/2020 Cash Balance

- $ 4,152,327.29
  - $ 1,302,327.29
  - $ 1,302,327.29
  - $ -
  - $ -
  - $ -

### Projected Cash Balance (December 31):

- $ 1,807,504.91

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1. IEC Comp/Land use Ord Amendment Contract

   - Encumbrances
   - CIA
   - Lehman
   - Lochmuller
   - Antero

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St. Joseph County
Established 1830
<table>
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<tr>
<th>Fiscal Year Budget</th>
<th>Actual 2019</th>
<th>Approved 2020 Budget</th>
<th>Actual to Date 2020</th>
<th>Proposed 2021</th>
<th>3 Year Projection</th>
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<tr>
<td>Beginning Cash Balance (January 1)</td>
<td>$1,187,812.57</td>
<td>$1,948,085.55</td>
<td>$1,948,085.55</td>
<td>$1,313,887.70</td>
<td>$643,419.80</td>
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</table>

**Summary of Revenue and Expenditures**

**REVENUES:**

- **Property Tax Levy:**
  - Tax Increment Revenue:
    - Plan Review Fee (FT Est.)
      - Actual June 30th: $455,117.43
      - Adjusted Settlement - July: $26,485.96
      - December 31st: $41,829.01
    - Total of Tax Increment: $989,464.44
  - Other Sources of Revenue:
    - Reimbursements: $16,326.54
    - Interest Income: $150,000.00
    - Total of Other Sources of Revenue: $166,326.54
  - Total REVENUES: $1,155,791.00

**EXPENDITURES:**

- Operating Costs:
  - Chamber of Commerce: $15,000.00
  - Salaries: $15,000.00
  - Transfers Out (To RDC General): $15,000.00
- Debt Service:
  - AED General Bond (2010):
    - Total of Obligations: $15,000.00
- Professional Services:
  - Legal: $2,000.00
  - Financial Advisor: $1,400.00
  - Economic Development: $2,542.70
  - Budgeted & Unexpended:
    - Other: $1,990,248.58
  - Total of Professional Services: $3,430.00
- Projects:
  - Douglas Overpass Match:
  - McKinley Highway:
  - McKinley Corridor Match:
  - Twin Branch Industrial Park:
  - Penn Fire Improvement:
    - Penn Industrial Park: $2,716.00
  - Capital Ave Pathways:
    - 12,618.64
  - Rail Served Development:
  - Multi-Service Facility:
  - Total Projects: $130,243.00
- Other Expenditures:
  - Total EXPENDITURES: $115,673.40

**8/31/2020 Cash Balance**

- $1,948,085.55

**Projected Balance (December 31):**

- $1,948,085.55

**Note:**
- Allocation Area Final Year 2031
- Remaining Contract Budget = $44,681
- Remaining Contract Budget = $50,750.60

**Encumbrances:**

- OZI (Multi-Service Facility): $59,220.00
- CBOT (Cap Ave & Jefferson): $59,220.00
### Summary of Revenue and Expenditures

#### REVENUES:

**Property Tax Levy**

- Tax Increment Revenue:
  - NW Cleveland Road Allocation Area (FY Est.)
    - Actual June 30th: $326,704.14
    - December 31st: $170,890.51
  - Total Tax Increment: $497,594.65

**Other Sources of Revenue:**

- Land Sales and Revals
- Contributions & Loan Repayments
- Reimbursements
- Interest Income
- ERA AV Deduction Imposed Fees
- Transfers
- Other Sources of Revenue

**Total REVENUES:** $497,594.65

#### EXPENDITURES:

- Operating Costs
- Administrative Costs
- Salaries
- Transfers Out

**Debt Service:**

- General Fund Bond:
  - Total of Obligations: $298,278.48

**Professional Services:**

- Legal
- Financial Advisor
- Economic Development
- IT Services
- Total of Professional Services:

**Projects:**

- Project #1
- Total Projects

**Other Expenses:**

- Budgeted & Unexpended
  - $7,611.44

**Total EXPENDITURES:** $298,278.48

**6/30/2020 Cash Balance:** $179,702.11

**Projected Cash Balance (December 31):**

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
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<tr>
<td>2019</td>
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Note: Allocation Area Final Year 2040

(1) Redevelopment Commission only committed to paying increment collected, any shortfalls will be made up in later years

Encumbrances

US Bank

$1,250.00
## ST. JOSEPH COUNTY, INDIANA

**ST. JOSEPH COUNTY REDEVELOPMENT COMMISSION**

Redevelopment Commission 2020 Budget, 2021 Proposed, and Projected 3 Years

As of 6/30/2020

Fund 4402: Redevelopment Commission General Fund

### Fiscal Year Budget:

<table>
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<tr>
<th></th>
<th>Actual Expenditure 2019</th>
<th>Approved 2020 Budget</th>
<th>Actual to Date 2020</th>
<th>Proposed 2021</th>
<th>1 Year Projection</th>
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<td>$46,075.95</td>
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</table>

### Summary of Revenue and Expenditures

#### REVENUES:

- **Property Tax Levy:**
- **Tax Increment Revenue:**
- **N/A**
- **Total of Tax Increment:**

- **Other Sources of Revenue:**
  - Land Sales and Rentals: $71,797.00
  - Contributions & Loan Repayments: $1,000.00
  - Reimbursements: 2,662.50
  - Interest Income: 0.00
  - ERA/AIR Deduction Imposed Fees: 0.00
  - Project Carry Forward Balance: 18,000.00
  - Other Sources of Revenue: 0.00

- **Total of Other Sources of Revenue:** $75,459.50

- **Total REVENUES:** $75,459.50

### EXPENDITURES:

- **Operating Costs**
  - Administrative Costs: 10,000.00
  - Salaries: 4,653.81
  - Transfers Out: 0.00

- **Debt Service:**

- **Total of Obligations:**

- **Professional Services:**
  - Legal: 11,355.44
  - Financial Advisor: 34,960.00
  - Economic Development: 2,350.00
  - Budget & Unexpended: 51,780.95

- **Total of Professional Services:** 38,656.66

- **Projects:**
  - Lathrop Subdivision: 7,239.00

- **Total Projects:** 7,239.00

- **Other Expenditures:**
  - MDCG: 3,813.50
  - EDC (Training & Travel): 5,092.10

- **Total EXPENDITURES:** 48,598.50

**4/30/2020 Cash Balance:** 51,514.00

**Projected Cash Balance (December 31):** $99,387.95

### Encumbrances:

- **Symbiont (Aerial Scanning):** $10,398.19

**Total:** $10,596.19
### Summary of Revenue and Expenditures

#### Revenue

<table>
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<tr>
<th>Source</th>
<th>2020 Budget</th>
<th>Actual 2020</th>
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<td>46,976.35</td>
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#### Expenditures

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<th>3 Year Projection</th>
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<tr>
<td>Debt Service</td>
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<td>213,729.58</td>
<td>290,207.00</td>
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<tr>
<td>Total of Obligations</td>
<td>349,209.00</td>
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<td>Construction</td>
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<td>Budgeted &amp; Unexpended</td>
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<td>Other</td>
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<td><strong>Total EXPENDITURES</strong></td>
<td>355,659.00</td>
<td>281,457.00</td>
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</table>

#### Cash Balance

- **8/31/2020 Cash balance:** $319,164.17
- **Projected Cash Balance (December 31):**
  - **2020 Budget:** $46,976.35
  - **Actual 2020:** $46,976.35
  - **Projected 2020:** $182,445.35
  - **2021:** $290,888.35
  - **2022:** $399,531.35
  - **2023:** $508,074.35
  - **2024:** $616,617.35
## Redevelopment Commission Monthly Financial Report

**ST. JOSEPH COUNTY, INDIANA**

### ST. JOSEPH COUNTY REDEVELOPMENT COMMISSION

<table>
<thead>
<tr>
<th>Fund</th>
<th>As of 8/31/2020</th>
<th>Cash Balance</th>
<th>Cash Balance To Date</th>
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**2020 Expenditure Breakdown by Fund**

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<th>Fund</th>
<th>Financial</th>
<th>Legal</th>
<th>Chamber</th>
<th>Real Estate</th>
<th>IEC</th>
<th>Multi-Service Facility</th>
<th>SBA Freight</th>
<th>Grants</th>
<th>Administration/OG</th>
<th>Leasing Dev</th>
<th>Debt Service</th>
<th>Sandy/Timothy</th>
<th>CA Pathways</th>
<th>Penn Indus./Tax Exempt</th>
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**August Monthly Expenditure Breakdown by Fund**

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<th>Fund</th>
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### Notes
- For Olive Town Fire Dept. Appropriates
- Revenue and Cash Reserve

### Sub-Total
- Wyatt 4300: $8,500.00
- NCEDA 4301: $348,928.00
- NCEDA 4302: $1,028,959.00
- NCEDA Bond 4303: $49,543.00
- Cap Ave 4401: $425,405.00
- NW Clev 4402: $148,294.00
- General 4403: $23,376.00
- Double Track 4404: $485,928.00

**2020 Expenditure Breakdown by Fund**

<table>
<thead>
<tr>
<th>Fund</th>
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<tr>
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**August Monthly Expenditure Breakdown by Fund**

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<th>Fund</th>
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MEMORANDUM

TO: St. Joseph County Redevelopment Commission

FROM: Bill Schalliol, Executive Director of Economic Development

DATE: September 3, 2020

RE: Option Agreements - Extension #1

Resolution 2020-08 – Option A (Sebasty & Sebasty Jr)
Resolution 2020-09 – Option B (Sebasty Jr)
Resolution 2020-10 – Option C (Kaminski)

At the June 9th Redevelopment Commission meeting, staff presented to the Commission a proposal for option agreements on three large tracts of land in the area generally described as the northwest corner of State Road 2 and Larrison Boulevard. The option agreements were approved by Resolutions 2020-05 (Option A), 2020-06 (Option B), and 2020-07 (Option C).

The option agreements define an Initial Option period and an Additional Option period which is due ninety (90) days after the Initial Option period is approved. The Initial Option period (June 9, 2020) and the Additional Option period (September 7, 2020) are defined as the Option Term which extends for one year from the approval of the Initial Option period (June 9, 2021). At the conclusion of the Option Term, the Buyer can acquire two (2) consecutive six (6) month periods to extend the option agreement.

The option structure was set-up as follows:

<table>
<thead>
<tr>
<th></th>
<th>Initial Option</th>
<th>Additional Option</th>
<th>Extension 1</th>
<th>Extension 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option A</td>
<td>$5,000.00</td>
<td>$25,000.00</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
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<tr>
<td>Option B</td>
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<tr>
<td>Option C</td>
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<td>$15,000.00</td>
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<tr>
<td></td>
<td>$25,000.00</td>
<td>$125,000.00</td>
<td>$45,000.00</td>
<td>$45,000.00</td>
</tr>
</tbody>
</table>

At the time the original option agreements were drafted, and based upon negotiations with a prospective purchaser, it was planned that the option agreements would be transferred to the prospective purchaser prior to the Additional Option payment being due. As we are still working on rezoning the properties that comprise the three options (scheduled for final vote with the Council on September 8th), the prospective purchaser has slowed their timeline and the options will either expire or need to be extended so that the option agreements stay valid. The cost for the Redevelopment Commission to extend the options would be $125,000, which would be an addition to the $25,000 already spent to purchase the Initial Option.
Staff has met with all of the property owners and the following compromise was determined. The property owners of Options A and B will extend their option term by ninety (90) days and the property owners of Option C will extend their option term by thirty (30) days. The option terms are being extended at no cost.

Based upon the current situation with growth opportunities in the Indiana Enterprise Center Core Development Area, the proposal from the property owners seems to be a reasonable exercise. Staff would recommend that the option agreements be extended to allow for the rezonings to be approved and to allow for the prospective purchaser to re-engage negotiations with the County.

Staff requests approval of this Initial Option period extension and approval of Resolutions 2020-08, 2020-09, and 2020-10.
RESOLUTION NO. 2020-08

A RESOLUTION OF THE ST. JOSEPH COUNTY REDEVELOPMENT COMMISSION
AUTHORIZING OPTION AGREEMENT

WHEREAS, pursuant to Indiana law, the St. Joseph County Redevelopment Commission (the “Commission”) is authorized to enter into option agreements related to real estate; and

WHEREAS, on or about June 9, 2020, Kenneth Sebasty, Sr., Elaine A. Sebasty, and Kenneth E. Sebasty, Jr (the “Sellers”) and the St. Joseph County Redevelopment Commission and its successors and assigns (“Buyer”) with Sellers and Buyer being hereinafter referred to in this Agreement collectively as the “Parties” entered into a Real Estate Option Agreement (the “Option Agreement”) whereby Sellers granted Buyer an option to purchase approximately 509 acres of land defined in the Option Agreement as the Property; and

WHEREAS, pursuant to the terms of the Option Agreement at Paragraph 2, the Option Agreement requires the payment of the “Additional Option Payment” as defined in the Option Agreement in the event that the Buyer does not exercise or terminate the option within 90 days of the Effective Date of the Option Agreement; and

WHEREAS, the Option Agreement allows for its terms to be modified by a written instrument signed by the Parties; and

WHEREAS, the Parties wish to modify the Option Agreement by extending the time period related to the payment of the Additional Option Payment by entering into an Extension Agreement whereby the due date for the Additional Option Payment will be extended to December 7, 2020; and

WHEREAS, the Commission having reviewed the Extension Agreement finds that it is appropriate to enter into the same.

NOW THEREFORE BE IT RESOLVED, that the St. Joseph County Redevelopment Commission hereby approves the Extension Agreement and authorizes its President to enter into the same.

ADOPTED THE 4th DAY OF SEPTEMBER 2020

THE ST. JOSEPH COUNTY REDEVELOPMENT
COMMISSION

________________________________________
Brian Pawlowski, President
Dennis Jordan, Vice-President

Jessica Clark, Member

Thomas Gryp, Member

Jason Critchlow, Member
EXTENSION AGREEMENT

This Extension Agreement (the "Agreement") is entered into between Kenneth Sebasty, Sr., Elaine A. Sebasty, and Kenneth E. Sebasty, Jr (collectively, the "Sellers") and the St. Joseph County Redevelopment Commissioner and its successors and assigns ("Buyer") with Sellers and Buyer being hereinafter referred to in this Agreement collectively as the "Parties". Capitalized terms set forth herein without definition shall have the meanings set forth in the Option Agreement defined herein below.

WHEREAS, on or about June 9, 2020, the Parties entered into a Real Estate Option Agreement (the "Option Agreement") whereby Sellers granted Buyer an option to purchase approximately 509 acres of land defined in the Option Agreement as the Property; and

WHEREAS, pursuant to the terms of the Option Agreement at Paragraph 2, the Option Agreement requires the payment of the "Additional Option Payment" as defined in the Option Agreement in the event that the Buyer does not exercise or terminate the option within 90 days of the Effective Date of the Option Agreement;

WHEREAS, the Option Agreement allows for its terms to be modified by a written instrument signed by the Parties; and

WHEREAS, the Parties wish to modify the Option Agreement by extending the time period related to the payment of the Additional Option Payment.

Now, therefore, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the Parties hereto as follows:

1. **Additional Option Payment.** The Additional Option Payment as set forth and defined in the Option Agreement shall now be due on or before December 7, 2020. All remaining terms set forth in the Option shall remain in full force and effect and shall not be modified by this Agreement. To the extent that the terms of the Option Agreement and this Agreement conflict, the terms of this Agreement shall rule. Notwithstanding the above, the Additional Option Payment shall not be due and owing if Buyer terminates the option as provided in Section 10.4 of the Option Agreement or exercises the option as provided in Section 4 of the Option Agreement prior to the due date of the Additional Option Payment.

2. **Miscellaneous Provisions:**

   (A) **Severability.** If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected.
(B) **Counterparts.** This Agreement may be executed 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 and shall become effective when one or more counterparts have been signed and delivered by each of the parties. Signatures provided by facsimile transmission, PDF, and electronic means shall be considered an original.

(C) **Agreement.**

(i) The parties agree that this Agreement is the product of their joint efforts, that it expresses their agreement, and that it should not be interpreted in favor of or against any person or entity merely because of that person’s or entity’s efforts in preparing it.

(ii) Each person signing this Agreement (whether for himself or herself individually or on behalf of an entity or organization) acknowledges that this Agreement may reflect changes from previous drafts, if any, and that he or she has read and reviewed this Agreement carefully. Each person signing this Agreement also acknowledges that he or she has not relied on any other party to this Agreement, or on any officer, agent, partner, employee or attorney of any other party to this Agreement, to explain the provisions of this Agreement to him or her, or to identify changes that have been made from prior drafts or versions of this Agreement, if any. Rather, each person signing this Agreement agrees to be solely responsible for being aware of the contents of this Agreement.

**IN WITNESS WHEREOF,** Buyer and Sellers have caused this Agreement to be entered into effective as of the date of the last signature below.

**SELLERS:**

[Signature]
Kenneth Seasty, Sr.

Date of Execution: **9-2-20**

[Signature]
Elaine A. Seasty

Date of Execution: **9-2-20**

[Signature]
Kenneth E. Seasty, Jr.

Date of Execution: **9-2-20**
BUYER:

St. Joseph County Redevelopment Commission

By: __________________________
    Brian Pawlowski, President

Date of Execution: ____________________
RESOLUTION NO. 2020-09

A RESOLUTION OF THE ST. JOSEPH COUNTY REDEVELOPMENT COMMISSION
AUTHORIZING OPTION AGREEMENT

WHEREAS, pursuant to Indiana law, the St. Joseph County Redevelopment Commission
(the “Commission”) is authorized to enter into option agreements related to real estate; and

WHEREAS, on or about June 9, 2020, Kenneth E. Sebasty, Jr (“Seller”) and the St.
Joseph County Redevelopment Commission and its successors and assigns (“Buyer”) with Seller
and Buyer being hereinafter referred to in this Agreement collectively as the “Parties” entered
into a Real Estate Option Agreement (the “Option Agreement”) whereby Seller granted Buyer an
option to purchase approximately 70 acres of land defined in the Option Agreement as the
Property; and

WHEREAS, pursuant to the terms of the Option Agreement at Paragraph 2, the Option
Agreement requires the payment of the “Additional Option Payment” as defined in the Option
Agreement in the event that the Buyer does not exercise or terminate the option within 90 days
of the Effective Date of the Option Agreement; and

WHEREAS, the Option Agreement allows for its terms to be modified by a written
instrument signed by the Parties; and

WHEREAS, the Parties wish to modify the Option Agreement by extending the time
period related to the payment of the Additional Option Payment by entering into an Extension
Agreement whereby the due date for the Additional Option Payment will be extended to
December 7, 2020; and

WHEREAS, the Commission having reviewed the Extension Agreement finds that it is
appropriate to enter into the same.

NOW THEREFORE BE IT RESOLVED, that the St. Joseph County Redevelopment
Commission hereby approves the Extension Agreement and authorizes its President to enter into
the same.

ADOPTED THE 4th DAY OF SEPTEMBER 2020

THE ST. JOSEPH COUNTY REDEVELOPMENT
COMMISSION

__________________________________________
Brian Pawlowski, President
Dennis Jordan, Vice-President

Jessica Clark, Member

Thomas Gryp, Member

Jason Critchlow, Member
EXTENSION AGREEMENT

This Extension Agreement (the "Agreement") is entered into between Kenneth E. Sebasty Jr. ("Seller") and the St. Joseph County Redevelopment Commissioner and its successors and assigns ("Buyer") with Sellers and Buyer being hereinafter referred to in this Agreement collectively as the "Parties". Capitalized terms set forth herein without definition shall have the meanings set forth in the Option Agreement defined herein below.

WHEREAS, on or about June 9, 2020, the Parties entered into a Real Estate Option Agreement (the "Option Agreement") whereby Seller granted Buyer an option to purchase approximately 70 acres of land defined in the Option Agreement as the Property; and

WHEREAS, pursuant to the terms of the Option Agreement at Paragraph 2, the Option Agreement requires the payment of the "Additional Option Payment" as defined in the Option Agreement in the event that the Buyer does not exercise or terminate the option within 90 days of the Effective Date of the Option Agreement;

WHEREAS, the Option Agreement allows for its terms to be modified by a written instrument signed by the Parties; and

WHEREAS, the Parties wish to modify the Option Agreement by extending the time period related to the payment of the Additional Option Payment.

Now, therefore, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the Parties hereto as follows:

1. **Additional Option Payment.** The Additional Option Payment as set forth and defined in the Option Agreement shall now be due on or before December 7, 2020. All remaining terms set forth in the Option shall remain in full force and effect and shall not be modified by this Agreement. To the extent that the terms of the Option Agreement and this Agreement conflict, the terms of this Agreement shall rule. Notwithstanding the above, the Additional Option Payment shall not be due and owing if Buyer terminates the option as provided in Section 10.4 of the Option Agreement or exercises the option as provided in Section 4 of the Option Agreement prior to the due date of the Additional Option Payment.

2. **Miscellaneous Provisions:**

   (A) **Severability.** If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected.

   (B) **Counterparts.** This Agreement may be executed 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 and shall become effective when one or more counterparts have been signed and delivered by each of the parties. Signatures provided by facsimile transmission, PDF, and electronic means shall be considered an original.

(C) Agreement.

(i) The parties agree that this Agreement is the product of their joint efforts, that it expresses their agreement, and that it should not be interpreted in favor of or against any person or entity merely because of that person’s or entity’s efforts in preparing it.

(ii) Each person signing this Agreement (whether for himself or herself individually or on behalf of an entity or organization) acknowledges that this Agreement may reflect changes from previous drafts, if any, and that he or she has read and reviewed this Agreement carefully. Each person signing this Agreement also acknowledges that he or she has not relied on any other party to this Agreement, or on any officer, agent, partner, employee or attorney of any other party to this Agreement, to explain the provisions of this Agreement to him or her, or to identify changes that have been made from prior drafts or versions of this Agreement, if any. Rather, each person signing this Agreement agrees to be solely responsible for being aware of the contents of this Agreement.

In witness whereof, Buyer and Sellers have caused this Agreement to be entered into effective as of the date of the last signature below.

SELLER:

[Signature]
Kenneth E. Sebasty Jr.

Date of Execution: 9-2-20

BUYER:

St. Joseph County Redevelopment Commission

By: ________________________________
    Brian Pawlowski, President

Date of Execution: _________________
RESOLUTION NO. 2020-10

A RESOLUTION OF THE ST. JOSEPH COUNTY REDEVELOPMENT COMMISSION
AUTHORIZING OPTION AGREEMENT

WHEREAS, pursuant to Indiana law, the St. Joseph County Redevelopment Commission (the “Commission”) is authorized to enter into option agreements related to real estate; and

WHEREAS, on or about June 9, 2020, Todd L. Kaminski, Jill F. Oudhuis, and Tim V. Kaminski (collectively, the “Sellers”) and the St. Joseph County Redevelopment Commission and its successors and assigns (“Buyer”) with the Sellers and Buyer being hereinafter referred to in this Agreement collectively as the “Parties” entered into a Real Estate Option Agreement (the “Option Agreement”) whereby the Sellers granted Buyer an option to purchase approximately 152.8 acres of land defined in the Option Agreement as the Property; and

WHEREAS, pursuant to the terms of the Option Agreement at Paragraph 2, the Option Agreement requires the payment of the “Additional Option Payment” as defined in the Option Agreement in the event that the Buyer does not exercise or terminate the option within 90 days of the Effective Date of the Option Agreement; and

WHEREAS, the Option Agreement allows for its terms to be modified by a written instrument signed by the Parties; and

WHEREAS, the Parties wish to modify the Option Agreement by extending the time period related to the payment of the Additional Option Payment by entering into an Extension Agreement whereby the due date for the Additional Option Payment will be extended to October 7, 2020; and

WHEREAS, the Commission having reviewed the Extension Agreement finds that it is appropriate to enter into the same.

NOW THEREFORE BE IT RESOLVED, that the St. Joseph County Redevelopment Commission hereby approves the Extension Agreement and authorizes its President to enter into the same.

ADOPTED THE 4th DAY OF SEPTEMBER 2020

THE ST. JOSEPH COUNTY REDEVELOPMENT
COMMISSION

______________________________
Brian Pawlowski, President
Dennis Jordan, Vice-President

Jessica Clark, Member

Thomas Gryp, Member

Jason Critchlow, Member
EXTENSION AGREEMENT

This Extension Agreement (the “Agreement”) is entered into between Todd L. Kaminski, Jill F. Oudhuis, and Tim V. Kaminski (collectively, the “Sellers”) and the St. Joseph County Redevelopment Commissioner and its successors and assigns (“Buyer”) with Sellers and Buyer being hereinafter referred to in this Agreement collectively as the “Parties”. Capitalized terms set forth herein without definition shall have the meanings set forth in the Option Agreement defined herein below.

WHEREAS, on or about June 9, 2020, the Parties entered into a Real Estate Option Agreement (the “Option Agreement”) whereby Sellers granted Buyer an option to purchase approximately 152.8 acres of land defined in the Option Agreement as the Property; and

WHEREAS, pursuant to the terms of the Option Agreement at Paragraph 2, the Option Agreement requires the payment of the “Additional Option Payment” as defined in the Option Agreement in the event that the Buyer does not exercise or terminate the option within 90 days of the Effective Date of the Option Agreement;

WHEREAS, the Option Agreement allows for its terms to be modified by a written instrument signed by the Parties; and

WHEREAS, the Parties wish to modify the Option Agreement by extending the time period related to the payment of the Additional Option Payment.

Now, therefore, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the Parties hereto as follows:

1. **Additional Option Payment.** The Additional Option Payment as set forth and defined in the Option Agreement shall now be due on or before October 7, 2020. All remaining terms set forth in the Option shall remain in full force and effect and shall not be modified by this Agreement. To the extent that the terms of the Option Agreement and this Agreement conflict, the terms of this Agreement shall rule. Notwithstanding the above, the Additional Option Payment shall not be due and owing if Buyer terminates the option as provided in Section 10.4 of the Option Agreement or exercises the option as provided in Section 4 of the Option Agreement prior to the due date of the Additional Option Payment.

2. **Miscellaneous Provisions:**

(A) **Severability.** If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected.
(B) **Counterparts.** This Agreement may be executed 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 and shall become effective when one or more counterparts have been signed and delivered by each of the parties. Signatures provided by facsimile transmission, PDF, and electronic means shall be considered an original.

(C) **Agreement.**

(i) The parties agree that this Agreement is the product of their joint efforts, that it expresses their agreement, and that it should not be interpreted in favor of or against any person or entity merely because of that person’s or entity’s efforts in preparing it.

(ii) Each person signing this Agreement (whether for himself or herself individually or on behalf of an entity or organization) acknowledges that this Agreement may reflect changes from previous drafts, if any, and that he or she has read and reviewed this Agreement carefully. Each person signing this Agreement also acknowledges that he or she has not relied on any other party to this Agreement, or on any officer, agent, partner, employee or attorney of any other party to this Agreement, to explain the provisions of this Agreement to him or her, or to identify changes that have been made from prior drafts or versions of this Agreement, if any. Rather, each person signing this Agreement agrees to be solely responsible for being aware of the contents of this Agreement.

**IN WITNESS WHEREOF,** Buyer and Sellers have caused this Agreement to be entered into effective as of the date of the last signature below.

**SELLERS:**

Todd L. Kaminski

Date of Execution: 9/2/2020

Jill F. Oudhuis

Date of Execution: 9/2/2020

Tim V. Kaminski

Date of Execution: 9/2/2020
BUYER:

St. Joseph County Redevelopment Commission

By: ____________________________________________
    Brian Pawlowski, President

Date of Execution:______________________________
MEMORANDUM

TO: Redevelopment Commissioners

FROM: Bill Schalliol, Executive Director of Economic Development

DATE: September 3, 2020

RE: Resolution 2020-11- Resolution of the Board of Commissioners Regarding the Indiana Enterprise Center

Over the last several months, conversations have been occurring between County leaders and elected leaders from the Town of New Carlisle and Olive Township concerning the Indiana Enterprise Center. As you might recall, earlier this year leaders in both the Town of New Carlisle and Olive Township passed resolutions requesting that the Redevelopment Commission and the Board of Commissioners put a moratorium on further action on the Indiana Enterprise Center until meaningful conversation could occur between all parties related to several points of concern about the IEC as it would relate to Olive Township and the Town of New Carlisle. I have included those resolutions with this staff report.

On Tuesday, September 1st, the Town of New Carlisle Town Council unanimously approved a resolution to modify their position relative to the IEC and create some specific goals and objectives related to the IEC that Olive Township, the Redevelopment Commission and the Board of Commissioners will work towards achieving in the coming weeks/months. I have attached that resolution to this staff report. A similar resolution to the one approved by the Town will be presented to the Olive Township Executive Committee and the Redevelopment Commission. At a future point, and after further community conversation, we will be presenting a four-party memorandum of understanding to each of the project partners that will provide further clarity of the points of agreement.

Highlights of the agreement include the following:

- Designation of the IEC Core Development Area boundaries (2,720 acres) within the IEC boundaries (see attached maps)
- Withdrawal of rezoning petition for 640 acres south of State Road 2
- Development of a reduced list of permitted and special uses within the I-Industrial zoning classification that would be permissible within the IEC Core Development Area
- Development of a buffer zone between the Town and the industrial area, generally along the Niespodziany Ditch north of its intersection point with the Wooten Ditch
- Development of design guidelines and increased zoning standards for the IEC Core Development Area
- Discussion about the applicability of the use of NCEDA TIF increment to assist with the development of a new water treatment plant to service existing and future utility customers on the northwest part of the County
- Development of a new Countywide Comprehensive Plan to update or replace the 2002 St. Joseph County Comprehensive Plan

If you have any questions about this agreement, please do not hesitate to contact me directly.
RESOLUTION NO. 2020-11

RESOLUTION OF THE ST. JOSEPH COUNTY REDEVELOPMENT COMMISSION REGARDING THE INDIANA ENTERPRISE CENTER

WHEREAS, the Town of New Carlisle ("Town") Town Council recognizes that industrial development has occurred within the Core Development Area ("Core Area") of the Indiana Enterprise Center ("IEC") and that additional industrial and commercial growth is likely to occur in that area due to the presence of utilities, infrastructure and conditions which are favorable to development; and

WHEREAS, while growth and development are important for the Town, Olive Township (the "Township"), St. Joseph County and the larger region, development must be done in a responsible and planned manner that allows for proper protections for the area through zoning and design controls, proper protections for existing neighboring property owners through landscaping, buffering and proper setback, and proper protections for the environment, especially the aquifer and the Kankakee River; and

WHEREAS, the Town is concerned about the expanse of the geographic area of the IEC, the Town seeks to define the boundaries of the Core Area, minimizing the industrial and commercial uses allowable within the Core Area to achieve responsible, planned and orderly growth; and

WHEREAS, the Town desires to amend the IEC Area Management Plan as described in this Resolution by working with the St. Joseph County Board of Commissioners (the "Commissioners"), the St. Joseph County Redevelopment Commission (the "Commission"), the Town Council, and the Township to consider the needs and concerns of each municipality and its citizenry and create a memorandum of understanding to that effect.

NOW, THEREFORE, BE IT RESOLVED by the Commission as follows:

Section 1. The Town requests the rezoning petition submitted by the Sebasty family (Bill 34-20) for the 640 acres south of State Road 2 be withdrawn. The Sebasty owned property that fronts on Edison Road and Early Road within the IEC Core can be refiled for zoning consideration at an appropriate time for potential development as determined by the Commission for industrial or appropriate commercial uses as agreed upon by the Commissioners, the Commission, the Town and the Township without remonstrance from the Town.

Section 2. The boundaries of the IEC Core Development Area will be clearly identified in the IEC Area Management Plan as shown in the attached exhibit. New industrial growth will be targeted to occur within the boundary area. It should be noted that the Navistar Proving Grounds, Carris Reels, and industrial businesses that are on the east side of Smilax Road are considered part of the IEC but are not considered to be located within the Core Area. Rezoning requests for industrial or appropriate commercial uses as agreed upon by the Commissioners, the Commission, the Town, and the Township will be supported by all parties within the Core Area as the boundaries are generally consistent with the industrial growth and industrial reserve areas identified in the 2002 St. Joseph County Comprehensive Plan.
Section 3. The St. Joseph County Zoning Code and Town of New Carlisle Zoning Code identify a number of permitted uses, special exception uses, and controlled uses in the zoning classifications applicable to the Core Area. The Town resolves to work with the Commissioners, the Commission, and the Township to minimize and define uses that are deemed as encouraged and acceptable commercial and industrial uses for future development in the Core Area. When applicable, this list of uses will be included with rezoning requests as written commitments to the St. Joseph County Council or the Town of New Carlisle Town Council, as applicable, for their consideration during the rezoning process.

Section 4. The Town of New Carlisle has requested a buffer zone on the western edge of the Core Area be established. The Niespodziany Ditch and the Wooten Ditch, wetland and environmentally sensitive area, dramatic elevation changes, and protected woods and forested areas presently serve as a buffer between the Town and the industrial area. As such, the Niespodziany Ditch, from its connection point within the Wooten Ditch, to the point at which it crosses under the Norfolk-Southern Railroad tracks, should not be moved to preserve this buffer corridor.

Section 5. Design Guidelines and Standards shall be developed for the Core Area. These standards should be developed to supplement the language in the St. Joseph County Zoning Code and the Town of New Carlisle Zoning Code and address buffer zones and setbacks, green space requirements and development practices, landscaping that includes natural and native plantings, dark sky sensitive lighting, signage, drainage, integration of pedestrian paths and trails, and other sustainable features to differentiate the Core Area from other industrial areas in the County. The Design Guidelines and Standards should be followed in the planning of future development for the Core Area.

Section 6. The Town will not remonstrate against development within the Core that complies with the Design Guidelines and Standards and allowable commercial and industrial use types conceived of in this resolution and which will be committed to writing in a future memorandum of understanding.

Section 7. The Commission and the Commissioners shall work with the Town to determine the applicability of the use of funds from the New Carlisle Economic Development Area Tax Increment Finance ("TIF") district to aid and assist in the development and expansion of a new water treatment facility being considered for construction by the Town. This new water treatment plant would replace the existing facility located at 31061 Edison Road. As part of the development of the new water treatment facility, the Town would establish a Water Capitol Improvement Fund.

Section 8. St. Joseph County shall initiate the process of creating a new Countywide Comprehensive Plan, or a revision of the 2002 Comprehensive Plan, beginning this calendar year. The Commissioners and the staff of the Area Plan Commission will provide more direct, meaningful and on-going communication to the Town and the Township regarding the progress of the development or revision of the 2002 Comprehensive Plan. When applicable, the
Commission and the Commissioners will provide the Town and Township information about new economic development opportunities for the Core Area or in the County.

Section 9. Prior to the completion of a new Comprehensive Plan, or a revision of the 2002 Comprehensive Plan, there exists the potential that a new development project might be proposed for a site that exists outside the Core Area. In those instances, the County will follow the standard procedure for rezoning through the Area Plan Commission. The Town and the Township reserve the right to remonstrate against any property development outside the Core Area.

Section 10. Upon the adoption of a memorandum of understanding, the Commission will adjust the IEC Area Management Plan to reflect the agreed upon changes contained within the memorandum of understanding. Furthermore, a signed copy of the memorandum of understanding will be included as an Exhibit in the Appendix of the IEC Area Management Plan. Furthermore, the Commission will modify its marketing materials for the IEC to reflect the agreed upon changes within the memorandum of understanding.

Section 11. The Town will work to finalize a comprehensive plan for the Town of New Carlisle by third quarter 2021.

Section 12. This Resolution shall be in full force and effect upon its approval and adoption by the Commission.

ADOPTED THE 4th DAY OF SEPTEMBER 2020

THE ST. JOSEPH COUNTY REDEVELOPMENT COMMISSION

________________________________________
Brian Pawlowski, President

________________________________________
Dennis Jordan, Vice-President

________________________________________
Jessica Clark, Member

________________________________________
Thomas Gryp, Member

________________________________________
Jason Critchlow, Member
The New Carlisle Town Council, the Olive Township Trustee and the Olive Township Advisory Board value our existing relationships with various industrial partners and look to continue and strengthen those relationships. As has been practiced in the past, the Town and Olive Township will evaluate each new industrial and commercial opportunity on its own merit in consideration of our water utility, the aquifer, the overall environmental impacts and the effect on quality of life for our residents.

Regarding the Indiana Enterprise Center (IEC), the New Carlisle Town Council and Olive Township request that the St. Joseph County Redevelopment Commission, Commissioners and Council adhere to the current St. Joseph County Comprehensive Plan which was passed in 2002. The County Comprehensive Plan calls for industrial development increases no greater than 2,400 acres west of South Bend, development of industry in a manner that avoids impacts to important natural habitat, and preservation of agricultural land uses.

In seeking alignment of the IEC to the 2002 St. Joseph County Comprehensive Plan, the New Carlisle Town Council and Olive Township ask for a moratorium on the implementation of the Indiana Enterprise Center until its master plan reflects such alignment. We also request more meaningful and intensive public involvement in the IEC master planning process.

Marcy Kauffman, President
Jordyn Budreau, Vice President
Samantha Rush, Council Member
Dave Doll, Council Member
Jerry Colanese, Council Member
Olive Township Trustee
102 South Arch Street, PO Box 214, New Carlisle, IN 46552

February 25, 2020

The New Carlisle Town Council, the Olive Township Trustee and the Olive Township Advisory Board value our existing relationships with various industrial partners and look to continue and strengthen those relationships. As has been practiced in the past, the Town and Olive Township will evaluate each new industrial and commercial opportunity on its own merit in consideration of our water utility, that aquifer, the overall environmental impacts and the effect on quality of life for our residents.

Regarding the Indiana Enterprise Center (IEC), the New Carlisle Town Council and Olive Township request that the St. Joseph County Redevelopment Commission, Commissioners and Council adhere to the current St. Joseph County Comprehensive Plan which was passed in 2002. The County Comprehensive Plan calls for industrial development increases no greater than 2,400 acres west of South Bend, development of industry in a manner that avoids impacts to important natural habitat, and preservation of agricultural land uses.

In seeking alignment of the IEC to the 2002 St. Joseph County Comprehensive Plan, the New Carlisle Town Council and Olive Township ask for a moratorium on the implementation of the Indiana Enterprise Center until its master plan reflects such alignment. We also request more meaningful and intensive public involvement in the IEC master planning process.

Will Miller, Trustee

Tom Keen, Board President

Carol Hesch, Board Member

Susan Buford, Board Member

Will Miller – Olive Township Trustee
cathy E. Rea – Dispersing Clerk, Olive Twp
102 South Arch Street PO Box 214 New Carlisle, IN 46552 (574)654-3231
RESOLUTION #20-09-01-02

RESOLUTION OF THE TOWN OF NEW CARLISLE TOWN COUNCIL REGARDING THE INDIANA ENTERPRISE CENTER

WHEREAS, the Town of New Carlisle ("Town") Town Council recognizes that industrial development has occurred within the Core Development Area ("Core Area") of the Indiana Enterprise Center ("IEC") and that additional industrial and commercial growth is likely to occur in that area due to the presence of utilities, infrastructure and conditions which are favorable to development; and

WHEREAS, while growth and development are important for the Town, Olive Township, St. Joseph County and the larger region, development must be done in a responsible and planned manner that allows for proper protections for the area through zoning and design controls, proper protections for existing neighboring property owners through landscaping, buffering and proper setback, and proper protections for the environment, especially the aquifer and the Kankakee River; and

WHEREAS, the Town is concerned about the expanse of the geographic area of the IEC, the Town seeks to define the boundaries of the Core Area, minimizing the industrial and commercial uses allowable within the Core to achieve responsible, planned and orderly growth; and

WHEREAS, the Town desires to amend the IEC Area Management Plan as described in this Resolution by working with the Board of Commissioners, St. Joseph County Redevelopment Commission, Town Council, and Olive Township to consider the needs and concerns of each municipality and its citizenry and create a memorandum of understanding to that effect.

NOW, THEREFORE, BE IT RESOLVED by the Town of New Carlisle as follows:

Section 1. The Town requests the rezoning petition submitted by the Sebasty family (Bill 34-20) for the 640 acres south of State Road 2 be withdrawn. The Sebasty owned property that fronts on Edison Road and Early Road within the IEC Core can be refilled for zoning consideration at an appropriate time for potential development as determined by the Commission for industrial or appropriate commercial uses as agreed upon by the Commissioners, the Commission, the Town and Olive Township without remonstrance from the Town.

Section 2. The boundaries of the IEC Core Development Area will be clearly identified in the IEC Area Management Plan as shown in the attached exhibit. New industrial growth will be targeted to occur within the boundary area. It should be noted that the Navistar Proving Grounds, Carris Reels, and industrial businesses that are on the east side of Smilax Road are considered to be part of the IEC but are not considered to be located within the Core Area. Rezoning requests for industrial or appropriate commercial uses as agreed upon by the Commissioners, the Commission, the Town and Olive Township will be supported by all parties within the Core Area as the boundaries are generally consistent with the industrial growth and industrial reserve areas identified in the 2002 St. Joseph County Comprehensive Plan.

Section 3. The St. Joseph County Zoning Code and Town of New Carlisle Zoning Code identify a number of permitted uses, special exception uses, and controlled uses in the zoning classifications applicable to the Core Area. The Town resolves to work with the Commissioners, the Commission and Olive Township to minimize and define uses that are deemed as encouraged and acceptable commercial and industrial uses for future development in the Core Area. When applicable, this list of uses will be included with rezoning requests as written commitments to the St. Joseph County
Council or the Town of New Carlisle Town Council, as applicable, for their consideration during the rezoning process.

Section 4. The Town of New Carlisle has requested a buffer zone on the western edge of the Core Area be established. The Niespodziany Ditch and the Wooten Ditch, wetland and environmentally sensitive area, dramatic elevation changes, and protected woods and forested areas presently serve as a buffer between the Town and the industrial area. As such, the Niespodziany Ditch, from its connection point within the Wooten Ditch, to the point at which it crosses under the Norfolk-Southern Railroad tracks, should not be moved to preserve this buffer corridor.

Section 5. Design Guidelines and Standards shall be developed for the Core Area. These standards should be developed to supplement the language in the St. Joseph County Zoning Code and the Town of New Carlisle Zoning Code and address buffer zones and setbacks, green space requirements and development practices, landscaping that includes natural and native plantings, dark sky sensitive lighting, signage, drainage, integration of pedestrian paths and trails, and other sustainable features to differentiate the Core Area from other industrial areas in the County. The Design Guidelines and Standards should be followed in the planning of future development for the Core Area.

Section 6. The Town will not remonstrate against development within the Core that complies with the design guidelines and standards and allowable commercial and industrial use types conceived of in this resolution and which will be committed to writing in a future memorandum of understanding.

Section 7. The Commission and Commissioners shall work with the Town to determine the applicability of the use of funds from the New Carlisle Economic Development Area Tax Increment Finance (TIF) district to aid and assist in the development and expansion of a new water treatment facility being considered for construction by the Town. This new water treatment plant would replace the existing facility located at 31061 Edison Road. As part of the development of the new water treatment facility, the Town would establish a Water Capital Improvement Fund.

Section 8. St. Joseph County shall initiate the process of creating a new Countywide Comprehensive Plan, or a revision of the 2002 Comprehensive Plan, beginning this calendar year. The Commissioners and the staff of the Area Plan Commission will provide more direct, meaningful and ongoing communication to the Town and Olive Township regarding the progress of the development or revision of the 2002 Comprehensive Plan. When applicable, the Commission and Commissioners will provide the Town and Township information about new economic development opportunities for the Core Area or in the County.

Section 9. Prior to the completion of a new Comprehensive Plan or a revision of the 2002 Comprehensive Plan, there exists the potential that a new development project might be proposed for a site that exists outside the Core Area. In those instances, the County will follow the standard procedures for rezoning through the Area Plan Commission. The Town and Township reserve the right to remonstrate against any property development outside the Core Area.

Section 10. Upon the adoption of a memorandum of understanding, the Commission will adjust the IEC Area Management Plan to reflect the agreed upon changes contained within the memorandum of understanding. Furthermore, a signed copy of the memorandum of understanding will be included as an Exhibit in the Appendix of the IEC Area Management Plan. Furthermore, the Commission will modify its marketing materials for the IEC to reflect the agreed upon changes within the memorandum of understanding.
Section 11. The Town will work to finalize a comprehensive plan for the Town of New Carlisle by third quarter 2021.

Section 12. This Resolution shall be in full force and effect upon its approval and adoption by the Town.


NEW CARLISLE TOWN COUNCIL

Ayes

Nays

Attest:

Susan I. Moffitt, Clerk-Treasurer