



# HAMMOND COMMON COUNCIL AGENDA- REVISED

## APRIL 27, 2026

### COUNCILPERSONS

#### 1<sup>st</sup> District

-Mark Kalwinski

#### 2<sup>nd</sup> District

-Alfonso Salinas III

#### 3<sup>rd</sup> District

-Barry Tyler, Jr.

#### 4<sup>th</sup> District

-William Emerson

#### 5<sup>th</sup> District

-Dave Woerpel

#### 6<sup>th</sup> District

-Scott Rakos

#### At Large (3)

-Katrina Alexander

-Daniel Spitale

-Janet Venecz/ 2026 President

The Common Council meets for its regularly scheduled meetings every 2<sup>nd</sup> and 4<sup>th</sup> Monday at 6:00 pm, City Hall 2<sup>nd</sup> Floor, Common Council Chambers.

Pursuant to Indiana Code 5-14-1.5-2.9, the website <https://www.gohammond.tv> is the publicly accessible platform where the live transmission and archived copy of this meeting is located. If any member of the public wishes to attend the meeting electronically, the meeting will be available for free on Zoom:  
Meeting ID: 873 3657 9345  
Passcode: 961827

In addition, meeting minutes, agendas, ordinances, resolutions, including recently adopted, can be found on [gohammond.com](http://gohammond.com) (City Clerk page).

*If anyone is in need of special accommodations for this meeting, pursuant to the Americans with Disabilities Act, notice of said need should be provided to Sharon Daniels, City of Hammond ADA Compliance Officer, at (219) 853-6502, or e-mail [gda@gohammond.com](mailto:gda@gohammond.com), at least 24 hours prior to the meeting. Every reasonable effort will be made to accommodate individuals when prior notice is given.*

Prepared by:

Robert J. Golec,  
Hammond City Clerk

1. PLEDGE OF ALLEGIANCE  
Invocation
2. ROLL CALL
3. MAYOR'S ADDRESS
4. APPROVAL OF MINUTES
5. APPROVAL OF CLAIMS
6. PUBLIC HEARINGS
  - A. An Ordinance of the Common Council of the City of Hammond, Indiana, Authorizing the Issuance and Sale of Bonds of the City of Hammond, Indiana to Finance the Costs of certain Public Safety Equipment and Related Costs, and the Issuance and Sale of Bond Anticipation Notes in Anticipation of the issuance and Sale of such Bonds, Appropriating the Proceeds Derived from the Sale of such Bonds and Bond Anticipation Notes, and other matters related thereto  
Sponsored by Dan Spitale 26-10
  - B. An Ordinance Vacating a 125 Foot Portion of an East-West Alley South of 175<sup>th</sup> Street in the 7500 Block of Linden Avenue, City of Hammond, Lake County, Indiana  
Sponsored by Bill Emerson and Petitioned by the Hammond Redevelopment Commission 26-11
7. COMMUNICATIONS
8. COMMITTEE REPORTS
9. ORDINANCE 3<sup>RD</sup> READING – FINAL PASSAGE
10. INTRODUCTION OF ORDINANCES
  - A. An Ordinance Creating New Funds (Funds #3384, #3326, #3327, and #3343) for Municipal Food and Beverage Tax Monies  
Sponsored by Dave Woerpel 26-13
11. RESOLUTIONS
  - A. A Resolution Ratifying the City of Hammond (through the Hammond Redevelopment Commission) Making a Good Faith Offer to Purchase Pursuant to §32-24-1-5 and Authorizing the City of Hammond (through the Hammond Redevelopment Commission) to File a Condemnation Lawsuit Pursuant to §32-41-1 ET SEQ  
Sponsored by Alfonso Salinas III 26R-07



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Prepared by:

Robert J. Golec,  
Hammond City Clerk

### RESOLUTIONS Cont.

- B. A Resolution of the Common Council of the City of Hammond, Indiana, 26R-08  
Affirming its Commitment to Transparency, Open Government, and  
Public Access Through the Advanced Posting of Meeting Agendas and  
Supporting Documentation  
Sponsored by Janet Venecz and Dan Spitale
  
- C. A Resolution of the Hammond Common Council Approving the 26R-09  
Development Agreement Among the City of Hammond, Indiana,  
The City of Hammond Redevelopment Commission, UESCO Industries,  
Inc. and The Bogey Club LLC Regarding 5009 Calumet Avenue,  
Hammond Indiana  
Sponsored by Alfonso Salinas III

### 12. NEW AND UNFINISHED BUSINESS

### 13. SPECIAL ZONING ACTION ADOPTED UNDER I.C. 36-7

None

### 14. PUBLIC EXPRESSION

ADJOURN

26-13

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CREATING NEW FUNDS (FUNDS #3384, #3326, #3327, AND #3343) FOR MUNICIPAL FOOD AND BEVERAGE TAX MONIES**

WHEREAS, on June 24, 2024, the Hammond Common Council adopted and approved Ordinance No. 9636 for the purpose of adopting a 1% municipal food and beverage tax, pursuant to Indiana Code 6-9-5-8; and

WHEREAS, the City of Hammond has previously designated funds for receipt and distribution of the municipal food and beverage tax funds when received; and

WHEREAS, the City of Hammond must designate additional new funds for further receipt and distribution of funds; and

WHEREAS, the City Controller, requests that new funds be created and dedicated for the City of Hammond for purposes of accessing funds for the municipal food and beverage tax; and

WHEREAS, the creation of these funds is not an additional appropriation, and a public hearing is not required; and

**DRAFT**

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Hammond that the Hammond City Controller be and is authorized to provide, create, and dedicate new accounts for the City of Hammond as follows:

**Fund No. 3384 – Food and Beverage DSR-MM**

**Fund No. 3326 – Food and Beverage Redemption Account**

**Fund No. 3327 – Food and Beverage Rebate Fund**

**Fund No. 3343 – Food and Beverage Depository**

BE IT FURTHER ORDAINED by the Common Council that this Ordinance shall be in full force and effect from and after its passage by the Common Council, signing by the President thereof, approval by the Mayor, and approval of the DLGF.

ADOPTED AND APPROVED BY the Common Council of the City of Hammond, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Janet Venecz, President  
Hammond Common Council

ATTEST:

\_\_\_\_\_  
Robert J. Golec, City Clerk  
City of Hammond, Indiana

PRESENTED BY ME, the undersigned City Clerk of the City of Hammond, Indiana, to the Mayor, for approval and signature, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Robert J. Golec, City Clerk  
City of Hammond, Indiana

The foregoing Ordinance No. \_\_\_\_\_ consisting of two (2) typewritten pages, including this page, was APPROVED AND SIGNED BY ME, the undersigned Mayor of the City of Hammond, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2026.

**DRAFT**

\_\_\_\_\_  
Thomas M. McDermott, Jr., Mayor  
City of Hammond, Indiana

PASSED by the Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2026 and \_\_\_\_\_ by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Robert J. Golec, City Clerk,  
Hammond, Indiana

CO-SPONSORS: Alfonso Salinas, III  
2<sup>nd</sup> District Councilman

26R-07

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION RATIFYING THE CITY OF HAMMOND (THROUGH THE HAMMOND REDEVELOPMENT COMMISSION) MAKING A GOOD FAITH OFFER TO PURCHASE PURSUANT TO I.C. § 32-24-1-5 AND AUTHORIZING THE CITY OF HAMMOND (THROUGH THE HAMMOND REDEVELOPMENT COMMISSION) TO FILE A CONDEMNATION LAWSUIT PURSUANT TO I.C. §32-24-1, ET SEQ.

**WHEREAS**, the property commonly known as 4205-49 Calumet Avenue, Hammond, Indiana, and legally described as follows:

**See Exhibit "A"**

Parcel No. 45-03-30-102-002.000-023 and 45-03-30-102-003.000-023

(hereinafter "Real Property"); is located in the City of Hammond and the West Point Allocation Area; and,

DRAFT

**WHEREAS**, the City of Hammond and the Hammond Redevelopment Commission are desirous of pursuing the economic development/ redevelopment of the Real Property; and

**WHEREAS**, the City of Hammond and the Hammond Redevelopment Commission have determined that the Real Property has sat vacant for numerous years and is blighted and in need of redevelopment; and,

**WHEREAS**, the City of Hammond and the Hammond Redevelopment Commission have obtained the fair market value appraisals for the Real Property; and,

**WHEREAS**, title to the Real Property is held by John G. Loxas; and,

**WHEREAS**, the Common Council of the City of Hammond (through the Hammond Redevelopment Commission) finds it necessary and desirous to ratify the issuance of a good faith offer pursuant to I.C. §32-24-1-5 and, if necessary, to utilize its condemnation authority pursuant to the United States Constitution, Indiana Constitution, and I.C. §32-24-1, et seq. for the public purpose of eliminating blight, remediating property in need of redevelopment, and economic development (along with all other public purposes as allowed by law);

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Hammond as follows:

1. That the City of Hammond (through the Hammond Redevelopment Commission) has made a good faith offer pursuant to I.C. §32-24-1-5 and I.C. §36-1-10.5, et seq., said offer being the average of the appraisals of Jeffrey R. Vale, MAI and Martinez, Sharmat & Associates, Inc., for the purchase of the above-referenced Real Property.

2. That the good faith offer to purchase was in the form prescribed by I.C. § 32-24-1-5 and is ratified by the Common Council.

3. That the City of Hammond (through the Hammond Redevelopment Commission) is authorized to proceed to file a condemnation lawsuit for the total taking of the above-described Real Property.

4. That the Hammond Redevelopment Commission is authorized to take any and all action necessary in furtherance of this Resolution.

5. That this Resolution shall be in full force and effect from and after its passage by the City of Hammond Common Council, signing by the President thereof and approval by the Mayor.

**DRAFT**

\_\_\_\_\_  
**Janet Venecz**, President  
Common Council

ATTEST:

\_\_\_\_\_  
**Robert J. Golec**, City Clerk

PRESENTED BY ME, the undersigned City Clerk of the City of Hammond to the Mayor of said City for approval on the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**Robert J. Golec**, City Clerk

The foregoing Resolution No. \_\_\_\_\_ consisting of two (2) typewritten pages, including this page, approved by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**Thomas M. McDermott, Jr., Mayor**  
City of Hammond, Indiana

PASSED by the Common Council on \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Robert J. Golec, City Clerk**

**DRAFT**

## Exhibit "A"

A PART OF NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 30 A DISTANCE OF 742.10 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 30, MEASURED ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 05 MINUTES 49 SECONDS EAST ON A LINE THAT IS PARALLEL TO AND 742.10 FEET SOUTH OF THE NORTH LINE 550.44 FEET TO THE WEST RIGHT OF WAY LINE OF THE EAST-WEST TOLL ROAD; THENCE SOUTH 0 DEGREES 26 MINUTES 26 SECONDS WEST, 5.06 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ON SAID CURVE OF 3206.2 FOOT RADIUS, CONVEX TO THE WEST 349.75 FEET TO A POINT ON COMPOUND CURVE; THENCE CONTINUING SOUTHEASTERLY ON A CURVE OF 2441.83 FOOT RADIUS, CONVEX TO THE WEST 227.80 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 03 MINUTES 56 SECONDS WEST ON SAID SOUTH LINE 604.75 FEET TO THE WEST LINE OF SAID SECTION 30; THENCE NORTH 0 DEGREES 25 MINUTES 59 SECONDS EAST, 580.68 FEET TO THE PLACE OF BEGINNING, LAKE COUNTY, INDIANA,

EXCEPTING THE LAND CONVEYED TO THE CITY OF HAMMOND BY QUIT CLAIM DEED RECORDED AS DOCUMENT NUMBER 2015-028822 MORE PARTICULARLY DESCRIBED AS:

PARCEL 1: A PART OF LOT 1 IN JM ADDITION, AN ADDITION TO THE CITY OF HAMMOND, INDIANA, THE PLAT OF WHICH IS RECORDED IN INSTRUMENT NO. 2010 047244 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR'S LAND LYING WITHIN THE RIGHT OF WAY LINES DEPICTED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT MARKED AS EXHIBIT "B", DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 0 DEGREES 33 MINUTES 58 SECONDS EAST 260.67 FEET ALONG THE WEST LINE OF SAID LOT TO THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES 52 MINUTES 03 SECONDS EAST 22.73 FEET ALONG THE NORTH LINE OF SAID LOT; THENCE SOUTH 0 DEGREES 21 MINUTES 24 SECONDS WEST 260.28 FEET TO THE SOUTH LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 11 MINUTES 55 SECONDS WEST 23.69 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING AND CONTAINING 0.139 ACRES, MORE OR LESS.

PARCEL 2: A PART OF LOT 2 IN JM ADDITION, AN ADDITION TO THE CITY OF HAMMOND, INDIANA, THE PLAT OF WHICH IS RECORDED IN INSTRUMENT NO. 2010 047244 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR'S LAND LYING WITHIN THE RIGHT OF WAY LINES DEPICTED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT MARKED AS EXHIBIT "B", DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 0 DEGREES 33 MINUTES 58 SECONDS EAST 319.99 FEET ALONG THE WEST LINE OF SAID LOT TO THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 89 DEGREES 13 MINUTES 48 SECONDS EAST 21.57 FEET ALONG THE NORTH LINE OF SAID LOT TO POINT "200" DESIGNATED ON SAID PARCEL PLAT; THENCE SOUTH 0 DEGREES 21 MINUTES 24 SECONDS WEST 320.32 FEET TO THE SOUTH LINE OF SAID LOT; THENCE NORTH 89 DEGREES 52 MINUTES 03 SECONDS WEST 22.73 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING AND CONTAINING 0.163 ACRES, MORE OR LESS. MORE COMMONLY KNOWN AS 4205-49 CALUMET AVENUE, HAMMOND IN 46320.

**Commonly known as 4205-49 Calumet Avenue, Hammond, IN 46320.**

**Parcel No. 45-03-30-102-002.000-023 and 45-03-30-102-003.000-023**

Sponsors: Janet Venecz, Council Person at Large  
Daniel Spitale, Council Person at Large

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF HAMMOND,  
INDIANA, AFFIRMING ITS COMMITMENT TO TRANSPARENCY, OPEN  
GOVERNMENT, AND PUBLIC ACCESS THROUGH THE ADVANCED POSTING OF  
MEETING AGENDAS AND SUPPORTING DOCUMENTATION**

WHEREAS, the Common Council of the City of Hammond recognizes that an informed and engaged public is essential to the effective functioning of a representative democracy; and

WHEREAS, the Council is committed to fostering trust, accountability, and confidence in municipal governance through clear, accessible, and timely communication with residents; and

WHEREAS, transparency in governmental operations promotes civic participation and ensures that residents have meaningful opportunities to understand and engage with the issues that affect their community; and

WHEREAS, the Common Council acknowledges that providing advance notice by electronic means of matters to be considered at public meetings enhances the public's ability to prepare, attend, and participate in such meetings; and

DRAFT

WHEREAS, while acknowledging the City of Hammond complies with all applicable laws regarding public notice and open meetings, the Council desires to further this compliance by ensuring that city council matters are accessible in furtherance of its commitment to openness and accessibility; and

WHEREAS, the posting of meeting agendas and materials in advance of scheduled meetings serves as a practical and effective method of improving transparency and public awareness; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF HAMMOND, INDIANA, AS FOLLOWS:

**Section 1.** The Common Council hereby affirms its ongoing commitment to open, transparent, and accessible governance for all residents of the City of Hammond.

**Section 2.** The Common Council shall endeavor, to the extent practicable, to prepare and publicly post the agenda and other materials electronically for each regular meeting of the Council in advance of such meeting.

**Section 3.** Such agenda and supporting documentation shall be made available through appropriate and reasonably accessible means, which may include, but are not limited to, posting on the City's official website.

**Section 4.** The Council acknowledges that agendas are subject to change as necessary to address emergent matters and the posting of an agenda or other materials does not preclude the consideration of additional items as permitted by law.

**Section 5.** This Resolution is intended to promote best practices in transparency and does not create enforceable rights or obligations beyond those required by applicable law.

DRAFT

BE IT FURTHER RESOLVED by the Common Council of the City of Hammond that this Resolution shall be in full force and effect from and after its passage by the Common Council, signing by the President thereof and approval by the Mayor.

ADOPTED AND APPROVED BY the Common Council of the City of Hammond, Indiana, this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Janet Venecz, President  
Hammond Common Council

ATTEST:

\_\_\_\_\_  
Robert J. Golec, City Clerk  
City of Hammond, Indiana

PRESENTED BY ME, the undersigned City Clerk of the City of Hammond, Indiana, to the Mayor, for approval and signature, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Robert J. Golec, City Clerk  
City of Hammond, Indiana

The foregoing Resolution No. \_\_\_\_\_ consisting of three (3) typewritten pages, including this page, was APPROVED AND SIGNED BY ME, the undersigned Mayor of the City of Hammond, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2026.

**DRAFT**

\_\_\_\_\_  
Thomas M. McDermott, Jr., Mayor  
City of Hammond, Indiana

PASSED by the Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2026 and by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Robert J. Golec, City Clerk,  
Hammond, Indiana

RESOLUTION No. 2026-\_\_\_\_\_ **26R-0911**

A RESOLUTION OF THE HAMMOND COMMON COUNCIL APPROVING THE DEVELOPMENT AGREEMENT AMONG THE CITY OF HAMMOND, INDIANA, THE CITY OF HAMMOND REDEVELOPMENT COMMISSION, UESCO INDUSTRIES, INC. AND THE BOGEY CLUB LLC REGARDING 5009 CALUMET AVENUE, HAMMOND INDIANA

**WHEREAS**, the City of Hammond Redevelopment Commission (the "Commission"), the governing body of the Hammond Indiana Department of Redevelopment (the "Department"), pursuant to I.C. § 36-7-14-1, et seq. (the "Act"), approved and adopted the Development Agreement among the City of Hammond, Indiana, (the "City"), the Commission, Uesco Industries, Inc. and The Bogey Club, LLC;

**WHEREAS**, the Development Agreement provides that the City and the Commission (collectively the "City Parties") will provide a financial incentive as more fully set forth therein to be applied to the development costs for the project of the Developer; and

**DRAFT**

**WHEREAS**, the Department and Commission, pursuant to the Act, have conducted investigations and have thoroughly studied the project proposed by the Developer, and believe the development is in the best interest of the City and its citizens; and

**WHEREAS**, the Commission and the Department are requesting that the Hammond Common Council ratify and approve the Development Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Hammond Common Council, as follows:

1. The Development Agreement among the City of Hammond, Indiana, the City of Hammond Redevelopment Commission, Uesco Industries, Inc. and The Bogey Club, LLC, attached hereto as Exhibit "A", is hereby in all respects approved, ratified and confirmed.

2. This Resolution shall remain in full force and effect after its adoption by the Common Council and approval by the Mayor.

HAMMOND COMMON COUNCIL

By: \_\_\_\_\_  
Janet Venecz, President

ATTEST:

\_\_\_\_\_  
Robert J. Golec, City Clerk

PRESENTED BY ME, the undersigned City Clerk of the City of Hammond to the Mayor of said City for his approval on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Robert J. Golec, City Clerk

**DRAFT**

The foregoing Resolution No \_\_\_\_\_, consisting of two (2) typewritten pages including this page, was \_\_\_\_\_ by the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Thomas M. McDermott, Jr.  
Mayor, City of Hammond

Passed by the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2026,  
and \_\_\_\_\_ by the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_,  
2026.

\_\_\_\_\_  
Robert J. Golec, City Clerk

# DEVELOPMENT AGREEMENT

BETWEEN THE

CITY OF HAMMOND, INDIANA,

CITY OF HAMMOND, INDIANA REDEVELOPMENT COMMISSION

AND **DRAFT**

UESCO INDUSTRIES, INC. AND  
THE BOGEY CLUB LLC, an Indiana limited liability company

RE:

5009 CALUMET AVENUE, HAMMOND IN 46327

DATED: 03-20-26

## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the "Agreement") made as of this 20th day of March, 2026, by and between the City of Hammond, an Indiana municipal corporation as defined under Indiana Code 5-10-9-1 ("City"), the City's Redevelopment Commission (the "Redevelopment Commission"), the governing body of the City's Department of Redevelopment, and the Redevelopment District of the City (the "District"), and Uesco Industries, Inc. and The Bogey Club LLC, an Indiana limited liability company (collectively the "Developer"), (collectively the "Parties").

DRAFT

### WITNESSETH:

- A. The City has established a Redevelopment Commission in accordance with the RDC Act (as defined herein); and
- B. The Redevelopment Commission has the responsibility to investigate, study and survey areas and promote the use of land in a manner that best serves the City, and has the responsibility to cooperate with departments and agencies of the City that best serve the development or redevelopment of areas of the City; and
- C. Simultaneously herewith, Developer has acquired or will acquire the real estate located at 5009 Calumet Avenue, Hammond, Indiana (the "Redevelopment Parcel") and has submitted to the Redevelopment Commission a proposal for a 70,000 sq.ft., \$25,000,000.00 industrial facility for the use of overhead crane manufacturing, distribution, and national headquarters; and
- D. The Redevelopment Commission desires to induce the Developer to proceed with the Project in the City by supporting the Developer's request for financial incentives as defined in Section 1.1 (the "Incentive");

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, Redevelopment Commission, and the Developer agree as follows:

#### DEFINED TERMS

"**Affiliate**" means any entity or business that is owned or controlled by, controls or is under common control with, the Developer.

"**Agreement**" means this Development Agreement between the Redevelopment Commission and the Developer.

DRAFT

"**Applicable Laws**" means all laws, rules, regulations, ordinances, codes, administrative actions and/or orders of any Court or governmental agency or unit, whether federal, state or local properly exercising or having jurisdiction with respect to or over the subject matter in question.

"**Business Day**" means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in the City are authorized or obligated by law or executive order to close.

"**City**" means the City of Hammond, Indiana, a municipal corporation, duly organized and existing under the laws of the State; provided, that it is expressly understood and agreed by the Developer that, except as otherwise expressly provided in this Agreement, any obligations of the City under this Agreement may be fulfilled by the duly authorized and appropriate (as the context so requires) subdivision, unit, agency, commission, department, authority, instrumentality, common council, Mayor, or other officer, executive or representative or any combination, of the municipal corporation of the City.

**"Developer"** means Uesco Industries and The Bogey Club LLC an Indiana limited liability company, and its permitted assign or assignees pursuant to Section 7.11 hereof.

**"Incentive"** means the Incentive defined in Section 1.11 available to the Developer as supported by the City and the Redevelopment Commission to be applied to the costs of the Project.

**"Mayor"** means the Mayor of the City as its executive or the duly authorized representative of the Mayor of the City serving solely at the Mayor's pleasure and designated by the Mayor to carry out certain actions and responsibilities required to be performed by the Mayor of the City hereunder.

DRAFT

**"Project"** means the construction of a 70,000 sq.ft., \$25,000,000.00 industrial facility for the use of overhead crane manufacturing, distribution, and national headquarters, which will create 100+ high-quality manufacturing jobs. As part of the project, Developer agrees to move and reinstall the HVAC equipment at the Hammond Sanitary District facility located at 5143 Columbia, Hammond, Indiana.

**"Project Site"** means the Real Estate described on Exhibit "A" hereto which will be suitable for the commencement of construction of the Project and which is the site of the Project.

**"RDC Act"** means Indiana Code ("I.C.") 36-7-14 and 36-7-25, et seq., as supplemented and amended.

**"Redevelopment Commission"** means the City's Redevelopment Commission, the governing body of the City's Department of Redevelopment and the Redevelopment District of the City, duly organized and validly existing under the RDC Act.

**"State"** means the state of Indiana.

**ARTICLE I**  
**CONSTRUCTION**

**Section 1.1 Construction of Project.**

A. The Developer shall commence or cause the commencement of construction of the Project on or before September 16, 2026 (the "Commencement Date"). The Developer shall substantially complete construction of the Project no later than June 15, 2028 (the "Completion Date"), subject to force majeure as set forth in Section 7.4 below. For purposes of this Agreement, "Commencement of Construction" shall mean site mobilization, installation of construction fencing, commencement of site work, or delivery of construction materials, and shall not require the pouring of foundations or vertical construction.

DRAFT

B. If the Developer is unable to obtain any required plat approval, zoning variance, or any other local, State or federal approval or incentives necessary to begin the construction of the Project prior to August 1, 2026, Developer shall have the right to notify the Redevelopment Commission and City in writing that it no longer wishes to proceed with the Project and this Development Agreement shall terminate. In the event that Developer does not notify the City and Redevelopment Commission on or before August 1, 2026 of its intention to terminate this Development Agreement, all terms and conditions of this Development Agreement and the Purchase Agreement will remain in full force and effect.

**Section 1.2 Construction and Operation of the Project.**

The Developer shall not cause or permit any hazardous materials to be brought upon, kept, used, stored, discharged, released or transported at, or, to or from the Project Site without the prior written consent of the City. Notwithstanding the foregoing, Developer may use, store, and handle hazardous materials customarily used in lawful industrial manufacturing operations, including but

not limited to fuels, lubricants, oils, welding gases, coatings, and solvents, provided such materials are managed in compliance with all Applicable Laws.

**Section 1.3 Developer to Construct the Project.**

The Developer shall commence or cause the commencement of the construction of the Project in accordance with all applicable building codes of the City and the terms of this Agreement. The Developer shall complete or cause the completion of the Project in accordance with the schedule set forth in Section 1.1 of this Agreement.

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**Section 1.4 Project Cooperation Between Developer and the City.**

The Redevelopment Commission acknowledges and agrees to the right of the Developer to develop, acquire, lease, construct, equip and operate the Project in accordance with Applicable Laws, without undue interference from or disruption by the Redevelopment Commission, as a successful commercial venture. The Redevelopment Commission and the Developer recognize that by creating additional jobs and investment, the construction of the Project benefits the community. Accordingly, the Redevelopment Commission and the Developer agree to work together towards the successful completion of the Project and timely respond to each other.

**Section 1.5 Areas Affected by Work.** DRAFT

The Redevelopment Commission shall not be liable or responsible for any damage to any land or area, or the owner/occupant of any land or area that results from construction of the Project on the Real Estate or relates to the performance of work or the non-performance of the Developer's obligations under this Agreement.

**Section 1.6 Project Documents.**

The Developer shall maintain the following during construction of the Project in a safe place on the Project Site: one (1) set of all plans, specifications, drawings, addenda, written amendments, shop drawings, change orders, work directive changes, field orders and written interpretations and clarifications in good order and annotated to show all changes made during construction, relating to the performance of the work or construction of the Project or any component thereof, which documents shall be available to the City, the Mayor and the Redevelopment Commission for such reference as may reasonably be required. The Developer shall provide five (5) architectural renderings for the Project to the City for display at various City government buildings during the construction of the Project. Upon completion of the construction

of the Project, a copy of all "as built" and recorded drawings shall be properly delivered to the City for the Inspections Department-Building Division permanent records.

**Section 1.7 Project Safety.**

The Developer's general contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the development and construction of the Project and performance of the work. The Developer's general contractor shall take all legally necessary precautions for the safety of, and provide protection as reasonably necessary to prevent damage, injury or loss to:

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- A. All workers and laborers providing labor for the construction of the Project;
- B. All materials and equipment incorporated in the Project whether in storage or located at the Project Site; and
- C. Other property at the Project Site or adjacent or in proximity thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in connection with the construction.

**Section 1.8 Drug Free Workplace.**

The Developer agrees to undertake best reasonable efforts at all times to provide and maintain a drug free workplace at the Project Site.

**Section 1.9 Labor Objectives and Requirements.**

- A. The Developer agrees that the Project shall be subject to all applicable City labor-related ordinances and resolutions.

All construction contractors of whatever tier will use the United States Department of Labor Bureau of apprenticeship and training registered apprentices and journeyman, to best assure all construction work is performed in a safe and skilled manner.

All construction contractors of whatever tier shall comply with drug testing policies and procedures which shall be implemented through the building construction resource center, to best assure all construction work is performed in a safe manner.

All construction contractors of whatever tier shall perform a pre-job conference with the Affiliates of the Northwestern Indiana Building and Construction Trades Council before any construction work begins.

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Notwithstanding the foregoing, and for the avoidance of doubt, all work related to crane equipment, including but not limited to the manufacturing, delivery, installation, commissioning, and integration of such equipment within the Project, shall be performed exclusively by Developer and/or its employees. Such work shall not be subject to any requirement to utilize union labor, union contractors, or union jurisdiction.

B. Hammond Contractors and/or Lake County Contractors.

1. Local Labor Force. The Developer acknowledges the creation of construction jobs in the City, and the northwestern Indiana (Lake County), in particular, and other portions of the State, in general, is a principal goal which the Redevelopment Commission wishes to achieve as a result of the Project. In that regard, Developer shall use reasonable good faith efforts to contract with and engage contractors and subcontractors, with principal places of business in order of preference: first in the City, second in Lake County, Indiana, and third in other areas of the State, for employment opportunities relating to the construction of the Project, to the extent such contractors and subcontractors are reasonably available on a competitive basis (including the economic, quality, performance, workforce availability and other relative considerations). Reasonable good faith efforts shall mean that the Developer shall include in all bid packages or request for proposals a provision that each contractor, construction manager, and subcontractor

shall be given an incentive or other priority in awarding of a bid to:

(i) hire supervisory labor and construction workers who perform any of the work, first from the City, second from Lake County, Indiana, and third from other areas of the State; and

(ii) to have at least a majority of its non-supervisory laborers and construction workers who

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perform any of the work hired from such areas, with priorities set forth in (i) above. The Developer shall participate in a meeting with interested City contractors prior to publication of Project bids. Developer shall maintain evidence of the notices or request for proposals/bids that are sent out, the identity of the bidders, the name of the successful bidders, and the reason any bidders with principal places of business in the City, Lake County, Indiana, or the State, that otherwise comply with the bids were rejected, and will present said evidence to the Redevelopment Commission upon reasonable request.

2. Record-keeping. The Developer agrees to maintain a record of all relevant data with respect to compliance with this section and to provide the City, the Mayor and the Redevelopment Commission with such information, no less frequently than quarterly, until completion of the construction of the Project.

C. **Non-Discrimination.**

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The Developer shall not discriminate against any applicant for employment with respect to the employee's hire, tenure, terms, conditions of employment or any manner directly or indirectly related to employment, because of the employee's race, religion, color, sex, age, genetic information, disability, sexual orientation, national origin, ancestry, disabled veteran status or veteran status.

**Section 1.10 Developer Covenants.**

Developer covenants and agrees that it will:

A. Provide a full and complete site plan to the City, the Redevelopment Commission and appropriate agencies for approval when the applications provided in Section 1.1 hereof are submitted to the City.

B. Acquire the Redevelopment Parcel and construct a 70,000 sq.ft. industrial facility for the use of overhead crane manufacturing, distribution, and national headquarters, which will create 100+ high-quality manufacturing jobs. The total investment shall be in excess of Twenty-Five Million (\$25,000,000.00) Dollars.

C. As part of the project, Developer agrees to move and reinstall the HVAC equipment at the Hammond Sanitary District facility currently located at 5009 Calumet Avenue, Hammond, Indiana, to an adjacent parcel. The HVAC system shall be tested prior to removal and reinstallation. Developer and its successors assume no ongoing warranty, maintenance, repair, or replacement liability for the HVAC equipment following its successful reinstallation on the adjacent parcel.

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**Section 1.11 Incentives.**

The Redevelopment Commission shall provide the Incentives to the Developer as follows:

A. Tax Abatement.

The Redevelopment Commission will support a ten (10) year 100% real estate tax and personal property tax abatement for the Project. The Tax Abatement is subject to the annual imposed fee of Fifteen Percent (15%) per year.

B. Sale of the Redevelopment Parcel.

Subject to compliance with all procedures required by law, as promptly as reasonably possible after the date of this Agreement, the Redevelopment Commission shall sell the Redevelopment Parcel to Developer at the price of Six Hundred Eighty-One Thousand One Hundred Eighty-Seven and 50/100ths (\$681,187.50) Dollars. The Redevelopment Commission shall finance ninety-five percent (95%) of the purchase price with a Forgivable Promissory Note and Mortgage. Developer shall pay all closing costs and shall execute and deliver to the Redevelopment Commission the Forgivable Promissory Note at closing. The form of the

Forgivable Promissory Note is attached as Exhibit "B" hereto. The form of the Mortgage is attached as Exhibit "C" hereto. Developer and Developer's officers shall sign/guarantee the Forgivable Promissory Note (Guaranties attached hereto as Group Exhibit "D"). The form of the Mortgage is attached as Exhibit "C" hereto. Developer shall execute the Forgivable Promissory Note and Mortgage. A separate Corporate Guaranty, in the form attached as Exhibit "D", shall be executed solely by Uesco Industries, Inc., an Illinois corporation, as Guarantor. No personal guaranty shall be required from any member, manager, officer, or affiliate of Developer or Guarantor.

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**Section 1.12 Waiver of Tax Appeals/Assessments**

Developer agrees not to appeal the assessed valuation of the Project during the term of the tax abatement granted under this Agreement, provided that the assessed valuation does not exceed the actual, documented construction costs of the Project (exclusive of land and financing costs). Any assessed value in excess of such amount shall remain subject to Developer's statutory appeal rights.

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**Section 1.13 Waiver of Real Property Assessed Valuation Deductions, Credits or Exemptions**

Developer agrees not to seek additional real property deductions or exemptions specific to this Project during the term of the negotiated abatement.

**Section 1.14 Permits and Compliance with Applicable Laws.**

The Developer shall be responsible for (a) giving all necessary notices to and obtaining all necessary permits, approvals, consents and authorizations of the proper governmental authorities having jurisdiction over the construction of the Project and (b) complying with all Applicable Laws bearing on the construction of the Project and shall notify the City of any of the plans and specifications for construction that are at variance therewith. The City shall cooperate in a timely manner with the Developer in obtaining all such permits, approvals, consents and authorizations to the extent permitted by law. In addition, the City shall process all such necessary permits,

approvals, consents and authorizations that it issues or over which it has authority in an expedited manner.

**Section 1.15 Site Management.**

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During the performance of the construction of the Project, the Developer shall cause the Project Site to be kept free from accumulation of waste materials, rubbish and other debris resulting from such construction in amounts beyond those typically accumulated in a well-managed and well-maintained construction project of comparable scope. Upon final completion of the construction of the Project or any specified portion thereof; the Developer shall cause all refuse and debris, tools, construction equipment, machinery and surplus materials (to the extent such items are not going to be used in the Developer's operation of the Project) to be removed from that portion of the Project Site upon which the work or specified portion thereof has been completed.

**Section 1.16 Utility Service During Construction.**

The Developer, at its expense and in compliance with applicable rules and regulations of relevant utility companies and government agencies, shall be responsible for (a) arranging for provision to the Project Site during the construction phase of the Project of such water, natural gas, electrical, waste disposal, telecommunications and other available utility services as are reasonably required for completion of such construction in the time and manner contemplated by this Agreement, and (b) payment for all such services.

**Section 1.17 Insurance.**

A. The Developer shall purchase and maintain insurance at all times during the term of this Agreement as required by law.

B. The Developer shall obtain and maintain or cause its contractors to obtain and maintain in force builder's risk insurance in an amount equal to one hundred percent (100%) of the

insurable value of the portion of Project being constructed protecting against risks of physical loss of the work. Such insurance shall insure against the perils of fire, extended coverage, vandalism and malicious mischief. The Developer shall furnish the City with a certificate of insurance showing coverage of such risks. If a fire or other insured casualty shall occur during the construction of the Project, the Developer shall apply any related insurance proceeds received by the Developer to the construction of the Project. In the event the insurance proceeds are insufficient to fully restore the Project, Developer shall not be obligated to contribute additional funds beyond such insurance proceeds unless Developer elects, in its sole discretion, to do so. In the event of any fire or other insured casualty involving the Project, the Redevelopment Commission agrees to extend the Targeted Project Completion Date by the reasonable period of time required to repair the fire or other casualty. In the event of any fire or other insured casualty involving the Project, insurance proceeds shall be applied in accordance with the terms of any applicable loan or financing documents. To the extent Developer controls such proceeds, they shall be applied to the construction, repair, or reconstruction of the Project unless Developer reasonably determines, in consultation with its lender, that restoration is not commercially feasible. Developer shall not be deemed in default of this Agreement if insurance proceeds are applied to satisfy secured obligations or if reconstruction is not undertaken due to insufficiency of proceeds or lender determination. In the event of any fire or other insured casualty involving the Project, the Redevelopment Commission agrees to extend the Targeted Project Completion Date by the reasonable period of time required to address such casualty, including insurance adjustment, lender approval, permitting, and reconstruction activities, if applicable.

## **ARTICLE II**

### **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer makes the following representations and warranties, which representations

and warranties are true and correct on the date hereof:

**Section 2.1 Organization and Existence.**

The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and is qualified to do business in the State of Indiana. The Developer has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted and as contemplated under this Agreement.

**Section 2.2 Power and Authority.**

Developer has all requisite corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement.

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**Section 2.3 Due Authorization.**

All corporate acts and other proceedings required to be taken by Developer to authorize the execution, delivery and performance of this Agreement have been duly and properly taken.

**Section 2.4 Due Execution.**

This Agreement has been duly executed and properly delivered by Developer and constitutes the valid and binding obligation, enforceable against Developer in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally heretofore or hereafter enacted and (ii) to the exercise of judicial discretion in accordance with the general principle of equity.

**Section 2.5 No Violation.**

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To the best knowledge of the Developer, the execution and delivery of this Agreement by the Developer does not, and the consummation of the transactions contemplated hereby and compliance with the terms hereof will not: (a) conflict with or result in a violation of (i) its organizational documents; (ii) any judgment, order, writ, injunction, decree, statute, law, ordinance, rule or regulation applicable to the Developer; or (iii) Applicable Laws; or (b) conflict with, or result in or cause any material breach, violation of or default under, any material contract, agreement, other instrument, commitment, arrangement of understanding to which the Developer is a party or which otherwise applies to the Developer which would have a material adverse effect on Developer's ability to perform its obligations hereunder.

**Section 2.6 No Consents Required.**

No authorization, consent or approval of, or filing with or notice to, any person (including any governmental authority or body) is required in connection with the execution or delivery of this Agreement by the Developer which has not been obtained and which, if not obtained, would have a material adverse effect on the ability of the Developer to perform its obligations hereunder.

**Section 2.7 No Material Non-Arm's-Length Transactions.**

The Developer has not entered into any transaction or agreement with any Affiliate of the Developer on other than commercially reasonable terms which transaction or agreement could have a materially adverse effect on the Developer's ability to perform its obligation under this Agreement.

**Section 2.8 Financial Capacity to Complete Project.**

As of the date hereof, the Developer has or will have sufficient assets or has or will have otherwise secured all financing necessary to carry out and complete its obligations with respect to the Project under this Agreement.

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**Section 2.9 Survival of Representations and Warranties.**

The Developer covenants that the representations and warranties made by it in this Agreement shall be true and correct on each day that this Agreement remains in full force and effect, with the same effect as if such representations and warranties had been made and given on and as of such day; except that if any such representation and warranty is specifically given in respect of a particular date or particular period of time and related only to such date or period of time, then such representation and warranty shall continue to be given only as of such date or for such period of time.

**ARTICLE III**

**REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE  
THE REDEVELOPMENT COMMISSION**

The Redevelopment Commission makes the following representations and warranties, which representations and warranties are true and correct on the date hereof, and makes the following covenants and agreements:

**Section 3.1 Power and Authority.**

The City has all requisite corporate power and authority to enter into this Agreement and to perform its respective obligations under this Agreement.

The Redevelopment Commission as created and designed under the authority of the City by its Common Council pursuant to the RDC Act has all requisite power and authority to enter into this Agreement and to perform its respective obligations under this Agreement.

**Section 3.2 Due Authorization.**

All acts and other proceedings required to be taken by the Redevelopment Commission to authorize the execution, delivery and performance of this Agreement have been duly and properly taken.

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**Section 3.3 Due Execution.**

This Agreement has been duly executed and properly delivered by the Redevelopment Commission and constitutes the valid and binding obligation of the Redevelopment Commission, enforceable in accordance with this Agreement's terms, subject to (i) bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally heretofore or hereafter enacted; (ii) the exercise of judicial discretion in accordance with the general principles of equity; (iii) the valid exercise of the constitutional powers of the Redevelopment Commission, the State, and the United States of America; and (iv) public policy of the State and the United States of America.

**Section 3.4 No Violation.**

The execution and delivery of this Agreement by the Redevelopment Commission does not, and the consummation by the Redevelopment Commission of the transactions contemplated hereby and compliance by the Redevelopment Commission with the terms hereof will not:

A. Conflict with or result in a violation of (i) any provision of any instrument governing the Redevelopment Commission (including, without limitation, the State's Constitution, and any City, Redevelopment Commission or other state enabling legislation) or (ii) any judgment, order, writ, injunction, decree, statute, law, ordinance, rule or regulation applicable to the Redevelopment Commission; or

B. Conflict with or result in or cause any material breach, violation of or default under any material contract, agreement, other instrument, commitment, arrangement, or understanding, or grant to which the Redevelopment Commission is a party or which is otherwise applicable to the Redevelopment Commission, including, without limitation, the terms of all resolutions or other similar documentation, arising from or in any way related to the planning, development, construction and maintenance of the Project.

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**Section 3.5 Operation of Project.**

There is no law, ordinance, regulation or rule of the Redevelopment Commission enacted or, to the best knowledge of the Redevelopment Commission, proposed that would prohibit the Developer from fully utilizing the Project on a 24-hours-a-day, seven-days-a-week basis in the manner currently contemplated.

**Section 3.6 Legal Procedural Requirements.**

Execution of this Development Agreement is subject to all legal procedural requirements.

**Section 3.7 No Litigation.**

There is no proceeding against or involving the Redevelopment Commission (whether in progress or to the best of knowledge of the Redevelopment Commission threatened) which, if determined adversely to the Redevelopment Commission would materially adversely affect its ability to perform any of the provisions of this Agreement or which purports to affect the legality,

validity and enforceability of this Agreement; to the Redevelopment Commission's knowledge, no event has occurred which might give rise to any proceeding; and there is no judgment, decree, injunction, rule, award or order of any governmental body outstanding against the Redevelopment Commission which has or may have a material adverse effect on its ability to perform any of the provisions of this Agreement or which purports to affect the legality, validity and enforceability of this Agreement.

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**Section 3.8 Survival of Representations and Warranties.**

The Redevelopment Commission covenants that the representations and warranties made by it in this Agreement shall be true and correct on each day that this Agreement remains in force and effect, with the same effect as if such representations and warranties had been made and given on and as of such day; except that if any such representation and warranty is specifically given in respect of a particular date or particular period of time and related only to such date or period of time, then such representation and warranty shall continue to be given only as of such date or for such period of time.

**ARTICLE IV**

**AFFIRMATIVE COVENANTS OF THE DEVELOPER**

Developer covenant and agree as follows:

**Section 4.1 Conduct of Business.**

Developer shall do or cause to be done all things reasonably necessary to maintain its corporate existence and maintain its qualifications to do business in the State, to maintain its organizational power and capacity to own its properties and assets and to carry on its business in

accordance with normal industry standards so as not to adversely affect Developer's ability to perform its obligations under this Agreement.

**Section 4.2 Compliance with Applicable Laws, Sublease and Contracts.**

Developer shall comply in all material respects with the requirements of all Applicable Laws applicable to Developer's construction of the Project. In addition, the Developer shall comply in all material respects with all obligations, insurance policies and contracts to which it is a party and which, if contravened, could have a material adverse effect on the Developer's ability to perform its obligations under this Agreement.

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**Section 4.3 Payment of Taxes and Claims.**

Developer shall or shall cause each contractor, with respect to the construction of the Project, to (i) pay and discharge all lawful claims for labor, material and supplies; (ii) pay and discharge all taxes payable by it; and (iii) withhold and collect all taxes required to be withheld and collected by it and remit such taxes to the appropriate governmental body at the time and in the manner required; provided, however, that no such claim or taxes need be paid, collected or remitted if (a) it is being actively and diligently contested in good faith by appropriate proceedings; (b) reserves considered adequate by the Developer and its accountants shall have been set aside; and (c) all enforceable proceedings with respect to such claim or taxes have been stayed and appropriate security shall have been given, if required, to prevent the commencement or continuation of proceedings.

**Section 4.4 Site Visit.**

Except to the extent prohibited by Applicable Law or as may be necessary to protect the Developer's proprietary information, prior to the completion of the Project and issuance of an occupancy permit of the same by the Developer, the Developer shall permit the City and its

authorized employees, representatives and agents, upon giving written notice at least one Business Day in advance, to inspect the construction of the Project during normal business hours. All personnel of the City making such an inspection shall not interfere with the construction or operation of the Project by the Developer, shall comply with all safety rules of the Developer, and shall be accompanied by the Developer. Inspections shall not include access to proprietary manufacturing equipment, layouts, or processes, and no photographs or recordings shall be permitted without Developer's prior written consent.

## ARTICLE V **DRAFT**

### DEFAULT AND REMEDIES

#### **Section 5.1 Events of Default.**

The following events, if not remedied, as hereinafter provided, shall be deemed an "Event of Default" by the respective party:

A. Developer's failure to construct the Project in accordance with the schedule set forth in Section 1.1 hereof. Failure to meet the construction schedule due force majeure, shall not constitute an Event of Default.;

B. The failure by the Redevelopment Commission to perform any covenant or agreement herein on its part to be kept or performed.

#### **Section 5.2 Extensions Upon Default.**

In the event of an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default or breach. In the event that the defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such

default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to the other party that

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it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional ninety (90) days to cure or remedy such default or breach. In case such cure or remedy is not undertaken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional ninety (90) day period, the remedy to the aggrieved party shall be as set forth below in Section 5.3.

**Section 5.3. Remedies.**

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Upon the occurrence of any Event of Default the remedies to an aggrieved party shall be as follows:

A. In the case of an Event of Default by Developer as stated in subsection (A) of Section 5.1, the City and/or Redevelopment Commission shall be entitled to seek any and all remedies available to it at law or in equity.

B. In the case of an Event of Default by the Redevelopment Commission, the Developer shall be entitled to seek any and all remedies available to it at law or in equity. **Section**

**5.4 Exclusion of Certain Damages.**

The Parties shall be entitled to make claims against each other solely for direct damages. The Parties waive all claims against each other (and against each other's respective Affiliates members, managers, shareholders, officers, directors, agents and employees) for any consequential, incidental, indirect, special, exemplary or punitive damages, regardless of whether any such claim arises out of breach of contract, tort, product liability, indemnity, contribution, strict liability, or any other legal theory.

## ARTICLE VI

### TERM OF AGREEMENT AND TERMINATION

The term ("Term") of this Agreement, and its effectiveness, shall commence upon the full execution of this Agreement by each of the parties hereto and shall continue in full force and effect until the first to occur of (i) the term of the abatements/deductions has expired, or (ii) the termination of this Agreement by the Redevelopment Commission upon not less than thirty (30) days' prior written notice to the Developer due to a failure by the Developer to complete the construction of the Project in accordance with Section 1.1 hereof following the applicable cure periods set forth in Section 5.2 hereof or elsewhere in this Agreement, or (iii) the termination of this Agreement by the Developer upon not less than thirty (30) days' prior written notice to the Redevelopment Commission due to a failure by the Redevelopment Commission to deliver to the Developer any portion of the Incentives pursuant to Sections 1.11, or elsewhere in this Agreement, the inability of the Developer to obtain adequate financing from third-parties to complete the Project despite the Developer's best efforts.

## ARTICLE VII

### MISCELLANEOUS

#### **Section 7.1 No Agency, Partnership or Joint Venture.**

Nothing contained in this Agreement nor any act of the Redevelopment Commission or the Developer, or any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, or if principal and agent, limited or general partnership, or joint venture between the Redevelopment Commission and the Developer.

**Section 7.2 Negotiated Document.**

Developer and the Redevelopment Commission acknowledge that the provisions and the language of this Agreement have been negotiated at arm's-length and agree that no provision of this Agreement shall be construed against any Party by reason of either party having drafted such provision of this Agreement.

**Section 7.3 Compliance with Laws.**

Developer and the Redevelopment Commission each acknowledge that the obligations of the Redevelopment Commission described in this Agreement, including without limitation any obligation to acquire property, or to sell, lease or dispose of any interest in property owned by the Redevelopment Commission, may involve certain and various legally required proceedings and/or approvals, and any and all such obligations or undertakings of the Redevelopment Commission described herein are accordingly subject to compliance with such proceedings and all other Applicable Laws to which the Redevelopment Commission may be subject.

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**Section 7.4 Force Majeure.**

Neither the Developer nor any successor in interest to Developer shall be considered in breach or default of its obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by an event of force majeure, including with limitation, an Act of God, strike, lockout or other industrial disturbance (whether or not such strike, lockout or other industrial disturbance could be avoided or mitigated by acceding to worker demands), acts of vandals, criminals or public enemies, act of terrorism, war, blockade, public riot, lightning, fire, storm, flood, explosion, blackout, orders of the government of the United States of America, the State or municipality or any of their departments, agencies or officials, orders of any civil military authority, unavailability, disruptions, shortages or failure to

perform (as applicable) of transportation, carriers, suppliers, contractors, subcontractors, product or equipment, breakage or accident to machinery, transmission pipes or canals, partial or entire failure of utilities, and any other cause which is not reasonably within the control of the Developer; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by either party in bad faith, and further provided that the Developer notifies the Redevelopment Commission in writing within sixty (60) days of the commencement of such claimed event of force majeure.

**Section 7.5 Exhibits.**

All Exhibits identified in or attached to this Agreement are incorporated herein and made part hereof by this reference.

**Section 7.6 Captions.**

The captions, headings and arrangements in this Agreement are for convenience only and do not in any way define, limit or modify the terms or provisions hereof.

**Section 7.7 Number and Gender.**

Whenever the singular number is used in this Agreement, the same shall include the plural where appropriate and words of any gender shall include the other gender where appropriate.

**Section 7.8 Notices.**

Notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless the same shall be in writing. Any such communications shall be effective (i) upon receipt if hand delivered, with signed receipt of such hand delivery therefor obtained, (ii) seventy two (72) hours after it is sent postage prepaid by United States Postal Service (USPS) registered or certified mail, return receipt requested, or (iii) twenty four (24) hours after it is deposited with a national courier for overnight delivery, with written confirmation

therefor obtained, directed or addressed in each case set forth in (i) through (iii) above to the other party at its address set forth below.

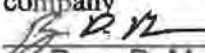
The addresses for notices are:

To the Redevelopment Commission: Department of Planning and Development  
5925 Calumet Avenue, Suite 315  
Hammond, Indiana 46320  
Attention: Executive Director  
Email: [taylor@oohammond.com](mailto:taylor@oohammond.com)

With a copy to: David W. Westland  
Westland & Bennett P.C.  
2929 Carlson Drive, Suite 300  
Hammond, Indiana 46323  
Email: [dwestland@westlandbennett.com](mailto:dwestland@westlandbennett.com)

To the Developer: Uesco Industries, Inc.  
  
Ryan D. Marks  
President

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The Bogey Club  
LLC, an Indiana  
limited liability  
company  
  
Ryan D. Marks - Manager  
Attention: Ryan D. Marks  
Email: [ryan@uesco.us](mailto:ryan@uesco.us)

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

Any party may, in substitution of the foregoing, designate a different address and addresses (and/or fax number or numbers) within the continental United States for purposes of this Section by written notice delivered to all other parties in the manner prescribed in this Section at least ten (10) days

in advance of the date upon which such change of address is to be effective.

**Section 7.9 Survival.**

All representations, warranties and indemnities set forth in this Agreement shall survive the termination hereof.

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**Section 7.10 Counterparts.**

This Agreement may be executed in a number of identical counterparts and, if so, executed, each such counterpart is deemed an original for all purposes, and all such counterparts shall collectively constitute one Agreement.

**Section 7.11 Binding Effect.**

The Developer may assign its rights and obligations under this Agreement to an Affiliate of the Developer without the consent of the Redevelopment Commission and may otherwise assign its rights and obligations under this Agreement with the consent of the Redevelopment Commission, which consent shall not be unreasonably withheld. The rights of the Developer and the Redevelopment Commission under this Agreement shall inure to the Developer and the Redevelopment Commission, respectively, and upon their respective successors and permitted assigns. However, the obligations of the Developer under this Agreement shall not extend to its shareholders, officers, directors, office holders, employees, agents, consultants, contractors, members, managers, partners, joint ventures or Affiliates of the Developer, and in the event of a breach or default by the Developer of any of its obligations under this Agreement, the Redevelopment Commission shall look solely to Developer's leasehold interest in the Project Site for the satisfaction of any remedies.

**Section 7.12 Time of the Essence.**

Time is of the essence in the performance of this Agreement and each and every provision contained herein.

**Section 7.13 Costs of Proceedings.**

In the event of the institution of any proceeding relating to the performance of this Agreement, the parties agree that costs and expenses, including reasonable attorneys' fees and

expenses, incurred by the prevailing party (as defined herein) in connection with such proceeding, shall be paid by the non-prevailing party. The prevailing party shall be defined as (i) the party which ultimately is awarded an amount (net of any offsets or counterclaims awarded to the other party) in excess of the last settlement offer made in writing by the other party, or (ii) the party which made the last settlement offer in writing, if the amount ultimately awarded (net of any offsets or counterclaims awarded to the other party) is less than such last settlement offer, or (iii) the party which ultimately is awarded an amount, regardless of sum, if no settlement offer was ever made in writing by the other party. If equitable relief is granted, the party in whose favor such equitable relief is granted shall be considered the prevailing party regardless if a monetary amount is awarded.

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**Section 7.14 Severability.**

If and in the event any provision of this Agreement is determined to be invalid for any reason, it shall be severed and all other provisions not determined invalid shall continue with full force and effect; provided, however, that if (i) such declaration of invalidity relieves a party of a material obligation to the other, or eliminates a material benefit to a party, and (ii) the effect of either of the foregoing is to deprive the other party of substantially all of the benefits to such party of the transactions contemplated by this Agreement, then the adversely affected party shall have the right to terminate this Agreement, by giving notice of such termination to the other party.

**Section 7.15 Non-Waiver.**

Failure by either party hereto, at any time, to require the performance by the other of any term of this Agreement, shall not in any way affect the right of either party to enforce such terms, nor shall any waiver by either party of any term hereof be taken or held to be a waiver of any other

provision of this Agreement. A waiver of any term or provision of this Agreement shall not be effective unless the same is in writing, signed by the parties hereto.

**Section 7.16 Governing Law.**

This Agreement is entered into in the State of Indiana and shall be governed by and construed (and all of the rights and obligations hereunder shall be determined) in accordance with the internal laws of the State of Indiana, without reference to the choice of law principles thereof.

**Section 7.17 No Third-Party Beneficiaries.**

Nothing in this Agreement shall be construed as creating any rights of entitlement that inure to the benefit of any person or entity not a party of this Agreement.

**Section 7.18 Jurisdiction and Consent to Suit.**

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Subject to the provisions of this Agreement, the Redevelopment Commission and the Developer hereby agree and consent to the exclusive personal jurisdiction of the United States District Court for the Northern District of Indiana, Hammond Division and the Lake Circuit or Superior Court in Lake County, Indiana, which shall be the sole and exclusive forums in connection with any claim, cause of action or other dispute by either of them against the other arising out of or relating to the terms, obligations and conditions of this Agreement. The parties agree that service shall be effective by notice under the Federal Rules of Civil Procedure to any individual listed in Section 7.8 or authorized representative or agent or comparable service rule applicable to Lake Circuit Court; provided, however, that each party shall retain any rights it may have under Applicable Laws then in effect to seek a change of judge in any proceeding before such designated court. The Redevelopment Commission covenants that it shall not assert in any such action, as a defense to any claim by the Developer for breach or violation by the Redevelopment Commission of this Agreement, any defense of sovereign or governmental immunity to which the

Redevelopment Commission might otherwise claim to be entitled under Applicable Laws then in effect.

**Section 7.19 Confidentiality.**

The parties acknowledge that the Agreement shall be subject to public disclosure under the laws of the State of Indiana if, as, and when it is executed and becomes effective.

**Section 7.20 Standards for Consent.**

Where any provision of this Agreement requires the consent or approval of either party, each party agrees that it will not unreasonably withhold, condition, or delay such consent or approval, except as otherwise expressly provided in this Agreement, and the reasonableness of each party's determination shall be evaluated in accordance with any particular standards governing such particular consent or approval as expressly set forth in this Agreement, or if no standards are expressly set forth, then in accordance with all relevant facts and circumstances. Where any provision of this Agreement requires one party to do anything to the satisfaction of the other party, the other party agrees that it will not unreasonably refuse to state its satisfaction with such action. Any dispute over the reasonableness of either party withholding or conditioning its consent or satisfaction shall be resolved pursuant to this article of this Agreement.

**ARTICLE VIII**

**DISPUTE RESOLUTION AND TERMINATION**

**Section 8.1 Alternative Dispute Resolution.**

If a dispute arises relating to this Agreement, the Parties, to the fullest extent permitted by applicable law, agree to use the following procedure to resolve the dispute:

A. A meeting shall be held promptly between the Parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; and

B. If, within fourteen (14) days after that meeting, the Parties have not succeeded in negotiating a resolution to the dispute, they hereby agree to submit the dispute to mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association and to bear equally the costs of the mediation.

1. The Parties will jointly appoint a mutually acceptable mediator, seeking assistance in this regard from the American Arbitration Association if they are unable to agree upon this appointment within twenty-one (21) days from the conclusion of the negotiation period; and

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2. The parties agree to participate in good faith in the mediation and negotiation related thereto for a period of thirty (30) days.

C. If, upon the completion of the mediation process described in subparagraphs A and B, the Parties have not succeeded in reaching a resolution to the dispute, then the Parties may assert claims or bring actions in a court of law or pursue any other remedy with respect to any rights of the Parties under this Agreement or in connection with the transactions contemplated this Agreement.

## ARTICLE IX

### DEVELOPER'S INDEMNIFICATION OBLIGATIONS

#### Section 9.1 Environmental Indemnification.

The Developer agrees, at the Developer's sole cost and expense, to protect, defend, indemnify and save harmless the Redevelopment Commission from and against any and all

liabilities, obligations, claims, damages, penalties, causes of action, response and clean-up costs, and other costs and expenses (including, without limitation, reasonable attorneys' fees, the cost of any remedial action, consultant fees, investigation and laboratory fees, court costs and litigation expenses) arising out of or relating to, the presence, disposal, escape, seepage, leakage, spillage discharge, emission, release or threatened release of any hazardous materials on, from or affecting the Project Site to the extent caused by the Developer in the construction of the Project and as a result of a breach of this Agreement; provided, however, in no event shall Developer have any liability or obligation to indemnify the Redevelopment Commission for any such claims, damages, penalties, causes of action, response and clean-up costs, and other costs and expenses arising out of or relating to, the presence, disposal, escape, seepage, leakage, spillage discharge, emission, release or threatened release of any hazardous materials on, from or affecting the Project Site to the extent such action occurred prior to the Developer taking possession of the Project Site.

**Section 9.2 General Indemnification.**

A. The Developer shall hold harmless, indemnify and defend the City and the Redevelopment Commission, and its governing body members, officers, agents, employees and independent contractors for any damage or injury to the persons or property of the Developer or its officers, agents, employees, independent contractors or any other persons who may be about the Project during construction thereof, except for matters arising out of the gross negligence or willful misconduct of the Redevelopment Commission and its governing body members, officers, agents, employees and independent contractors.

B. The City and Redevelopment Commission, and its governing body members, officers, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, employees, independent

contractors or any other persons who may be about the construction of the Project except for matters arising out of the gross negligence or willful misconduct of the Redevelopment Commission and its governing body members, officers, agents, attorneys, employees and independent contractors.

C. All covenants, stipulations, promises, agreements and obligations of the Redevelopment Commission contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Redevelopment Commission and not of any of its governing body members, officers, agents, attorneys, employees or independent contractors in their individual capacities.


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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above, to be effective on the Effective Date of this Agreement.

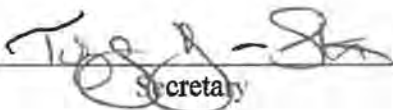
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SIGNATURE PAGE OF  
CITY OF HAMMOND REDEVELOPMENT COMMISSION  
TO  
DEVELOPMENT AGREEMENT

CITY OF HAMMOND  
REDEVELOPMENT COMMISSION

By:   
Title: PRESIDENT

ATTEST:

By:   
Secretary

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CITY OF HAMMOND

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

SIGNATURE PAGE OF  
DEVELOPER

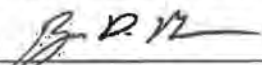
UESCO INDUSTRIES INC.

AND

THE BOGEY CLUB LLC  
TO  
DEVELOPMENT AGREEMENT

**DRAFT**

UESCO INDUSTRIES, INC.

By:  Ryan D. Marks

Its: President

THE BOGEY CLUB LLC an Indiana limited liability  
company

By:  Ryan D. Marks

Its: Manager

**EXHIBIT "A"**

GENERAL BOUNDARY AND LOCATION - DESCRIPTION OF THE PROJECT SITE

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**EXHIBIT "B"**

FORGIVABLE PROMISSORY NOTE

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**EXHIBIT "C"**

REAL ESTATE MORTGAGE

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**EXHIBIT "D"**

**GUARANTIES**

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