



# HAMMOND COMMON COUNCIL AGENDA

## MAY 11, 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 [ada@gohammond.com](mailto:ada@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  
None

7. COMMUNICATIONS

8. COMMITTEE REPORTS

9. ORDINANCE 3<sup>RD</sup> READING – FINAL PASSAGE

10. INTRODUCTION OF ORDINANCES

A. An Ordinance to Appropriate Funds in the Hotel/Motel Innkeepers Tax Fund for Economic Development Purposes in 2026 26-15  
Sponsored by Daniel Spitale and Petitioned by Planning & Development  
PUBLIC HEARING REQUIRED

B. An Ordinance of the Common Council of the City of Hammond, Indiana upon recommendation of the Hammond Economic Development Commission Designating a Certain Area within the City as an Economic Development Target Area pursuant to I.C. 6-1.1-12.1 26-16  
Sponsored by Mark Kalwinski and Petitioned by Planning & Development

11. RESOLUTIONS

A. A Resolution of the Hammond Common Council Ratifying the Development Agreement among the City of Hammond, Indiana, the City of Hammond Redevelopment Commission, and Midwest Prairie Builders LLC regarding 1719-33 Indianapolis Blvd., Hammond, Indiana 26R-10  
Sponsored by Mark Kalwinski and Petitioned by Planning & Development

B. Resolution of the Hammond Common Council Approving a Declaratory Resolution related to Creation of an Economic Revitalization Area 26R-11  
Sponsored by Mark Kalwinski and Petitioned by Planning & Development



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Prepared by:

Robert J. Golec,  
Hammond City Clerk

### 12. NEW AND UNFINISHED BUSINESS

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

None

### 14. PUBLIC EXPRESSION

ADJOURN

Introduction: \_\_\_\_\_

Petitioner(s): Mayor's Office of Economic Development  
Department of Planning and Development

Public Hearing: \_\_\_\_\_

Sponsor: Daniel Spitale, Councilman at Large

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

**AN ORDINANCE TO APPROPRIATE FUNDS IN THE HOTEL/MOTEL INNKEEPERS TAX FUND FOR ECONOMIC DEVELOPMENT PURPOSES IN 2026**

WHEREAS, the City of Hammond Economic Development Department requires the use of monies in the Innkeepers Tax fund for marketing purposes, promotional events and advertising; and

WHEREAS, these funds are currently available in the Operating Balance of the Innkeepers Tax fund and need to be appropriated; and

WHEREAS, this transaction, being an appropriation must have a public hearing for which the Clerk of the Common Council is hereby directed to make arrangements, and being subject to approval of the Department of Local Government Finance.

DRAFT

**THEREFORE BE IT ORDAINED** by the Common Council of the City of Hammond that the following appropriations be and are hereby made as follows:

**APPROPRIATE FROM:**

Operating Balance Innkeepers Tax

Fund: 2426-31207-26                      \$12,628.67

**APPROPRIATE TO:**

Hotel/Motel fund

Fund: 2426-650-43900-26                      \$12,628.67

**FURTHER BE IT ORDAINED** by the Common Council of the City of Hammond that this Appropriation Ordinance shall become effective after public hearing hereon, and upon its passage by the Hammond Common Council, signing by its President, and approval of the Mayor and the DLGF.

**AN ORDINANCE TO APPROPRIATE FUNDS IN THE HOTEL/MOTEL INNKEEPERS TAX  
FUND FOR ECONOMIC DEVELOPMENT PURPOSES IN 2026**

\_\_\_\_\_  
Janet Venecz, President  
Hammond 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 his approval on the \_\_\_\_ day of \_\_\_\_\_, 2026.

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

The foregoing Ordinance 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, 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

**Sponsor(s):** Mark Kalwinski, 1<sup>st</sup> District Councilman

**Petitioner(s):** Mayor's Office of Economic Development  
Department of Planning & Development

**ORDINANCE No.** \_\_\_\_\_

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF HAMMOND, INDIANA UPON RECOMMENDATION OF THE HAMMOND ECONOMIC DEVELOPMENT COMMISSION DESIGNATING A CERTAIN AREA WITHIN THE CITY AS AN ECONOMIC DEVELOPMENT TARGET AREA PURSUANT TO INDIANA CODE 6-1.1-12.1**

**WHEREAS**, Indiana Code 6-1.1-12.1 *et seq.*, as amended, (the "Act") under Section 7(a)(1) enables by ordinance a designating body (being the Common Council of the City of Hammond, Indiana, the "Common Council") to consider the designation of Economic Development Target Areas (and "EDTA") upon a favorable recommendation by an economic development commission (the Hammond Economic Development Commission, or the "Hammond EDC") for certain geographic territories that have "become undesirable or impossible for normal development and occupancy because of a lack of development, cessation of growth, deterioration of improvements or character of occupancy, age, obsolescence, substandard buildings, or other factors that have impaired values or prevent a normal development of property or use of property"; and

**WHEREAS**, the Act further authorizes a designating body the statutory authority to approve certain deductions of tangible (real and personal property) assessed valuation (or "Tax Abatement") as public financial incentive to stimulate and encourage "Redevelopment" or "Rehabilitation" activities in designated Economic Revitalization Areas (an "ERA", pursuant to those terms as defined in the Act, and

**WHEREAS**, Section 3(e) of the Act provides that any facility the primary purpose of which is retail food or beverage service; automobile sales or service; or other retail is not eligible for a deduction of assessed valuation or property tax abatement unless the facility is located in an EDTA, and

**WHEREAS**, The Hammond EDC in cooperation with the Hammond Redevelopment Commission and representatives of the City administration have identified a certain 0.90 acre area with the City's jurisdiction to be designated as the Belle EDTA, more specifically located at 1715 to 1733 Indianapolis Boulevard (known under the property description of A. Robert's Subdivision, Block 6, Lots 1 to 6 which includes parcel numbers 45-03-07-129-001.000-023; 45-03-07-129-002.000-023; 45-03-07-129-003.000-023; 45-03-07-129-004.000-023; 45-03-07-129-005.000-023; 45-03-07-129-006.000-023; and 45-07-16-404-007.000-023) as identified in EXHIBIT A of the Belle EDTA Report dated April 6, 2026 as prepared for the Hammond EDC; and

**WHEREAS**, Section 7(b) of the Act enables the Common Council to designate up to 15% of the total geographic territory of the city to be in designated EDTAs;

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

**Section 1.** In accordance with Section 7(a) of the Act, the Hammond EDC by resolution (Resolution No. 2026-01 as approved on April 6, 2026) made a favorable recommendation to the Common Council for the designation of the Belle EDTA as described and delineated in Belle EDTA Report as attached to Resolution EDC 2026-01 under EXHIBIT A.

**Section 2.** The Hammond EDC has submitted and filed said EDC Resolution No. 2026-01, including all exhibits attached thereto, to the Common Council for consideration and designation of the Belle EDTA.

**Section 3.** That the foregoing findings in the preamble to this ordinance are true, all information required to be submitted pursuant to the Act has been submitted in proper form and all requirements for the consideration and designation of Belle EDTA under this ordinance of the Common Council as the designating body.

**Section 4.** Belle EDTA consisting of 0.90 acres is predominantly vacant land (0.829 acres or 92%) of which 0.640 acres (71%) is owned by the Hammond Redevelopment Commission (parcel numbers: 45-03-07-129-003.000-023; 45-03-07-129-004.000-023; 45-03-07-129-005.000-023; 45-03-07-129-006.000-023; and 45-07-16-404-007.000-023).

**Section 5.** The Common Council finds and determines this area to be an "area needing redevelopment" meaning the Belle EDTA has become undesirable or impossible for normal development and occupancy because of a lack of development, cessation of growth, deterioration of improvements or character of occupancy, age, obsolescence, substandard buildings, or other factors that have impaired values or prevent a normal development of property or use of property.

**Section 5.** The Hammond EDC has verified and the Common Council concurs with such finding that the Belle EDTA including all existing EDTAs as designated or under consideration for designation in the City as of this date total approximately 7.688 acres in area and is 0.0539% of the City's total geographic territory (reference TABLE 2 on page 4 of the Belle EDTA Report), being within the statutory maximum limitation of 15% for EDTAs of the City's total geographic territory.

**Section 6.** The Common Council corroborates and supports the desire and favorable recommendation of the Hammond EDC, including that of the Mayor's Office of Economic Development and the Hammond Redevelopment Commission, and hereby designates by this ordinance the **Belle EDTA** pursuant to Section 7 of the Act for the purposes to stimulate economic development and redevelopment of vacant and underutilized real property within the Indianapolis Boulevard corridor of the Robertsdale Neighborhood of the City of Hammond.

**Section 7.** The City Clerk is authorized and directed to file an executed and signed copy of this ordinance with the Mayor's Office of Economic Development and the Hammond Redevelopment Commission as evidence of the designation of the Belle EDTA.

**Section 8. Severability.**

A. If any Court of competent jurisdiction shall adjudge any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance, or amendment thereto, to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance, or amendment thereto, not specifically included in said judgment. It is expressly declared that this Ordinance and each section, subsection, paragraph, sentence, clause and phrase would have been adopted regardless of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared invalid or unconstitutional.

B. If any Court of competent jurisdiction shall adjudge invalid the application of any provision of this Ordinance, or amendment thereto, to a particular property, building, or other structure, such judgment shall not affect the application of said provision to any other property, building, or structure not specifically included in said judgment.

C. If any Court of competent jurisdiction shall determine that any word, clause, phrase, sentence, paragraph, or subsection of the Ordinance, or amendment thereto, is unconstitutional as worded, the court shall first attempt to construe or interpret such unconstitutional provision so as to

enable the same to be constitutional as so narrowed or construed. If the court cannot so limit or construe such word or provision narrowly so as to render the same constitutional, it shall strike or modify only the minimum number of words, phrases, clauses, sentences, or paragraphs as will be absolutely necessary to render the remainder constitutional. In no case shall a subordinate clause, phrase, or word render the attached major section or provision unconstitutional, but instead such subordinate clause, phrase, or word shall be severed there from, unless such severance renders the remainder wholly meaningless or unconstitutional.

**BE IT FURTHER ORDAINED** by the Common Council of the City of Hammond, Indiana that the herein Ordinance shall be in full force and effect from and after passage and approval hereof by the Common Council, signing by the President thereof, and approval and signing by the Mayor.

\_\_\_\_\_  
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.

**DRAFT**

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

The foregoing Ordinance No. \_\_\_\_\_ consisting of ( 4 ) typewritten pages, including this page was \_\_\_\_\_ by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
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  
CITY OF HAMMOND

## Belle EDTA Report

April 6, 2026

Prepared for:

Mayor's Office of Economic Development,  
Department of Planning and Development, and the  
City of Hammond Common Council

Prepared by:

D | Development  
E | Economic  
F | Finance  
—  
■ Consulting LLC



HAMMOND, INDIANA  
CITY OF HAMMOND

## Belle EDTA Report

April 6, 2026

**Prepared for:**

Mayor's Office of Economic Development,  
Department of Planning and Development, and the  
City of Hammond Common Council

**Further Actions Necessary for Program Approval**

Hammond Economic Development Commission Review and Recommendation (April 6, 2026)  
Common Council Approval of the EDTA – Ordinance No. 26R– \_\_\_\_ (April 13 & April 27, 2026)  
Declaratory Resolution Establishing an ERA – Resolution No. 26R – \_\_\_\_ (April 27, 2026)  
Public Hearing on the Declaratory Resolution (May 11, 2026)  
Confirmatory Resolution – Resolution No. 26R – \_\_\_\_ (May 11, 2026)

**Prepared by:**

D	Development
E	Economic
F	Finance
Consulting LLC	

HAMMOND, INDIANA  
CITY OF HAMMOND

Belle EDTA Report

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## I. PURPOSE OF THE REPORT

The City of Hammond, Indiana (the “City”) is committed to City-wide economic development and community development. The focus of this report is to provide the basis and foundation for the designation of an economic development target area (an “EDTA”) pursuant to Indiana Code (“IC”) 6-1.1-12.1 titled Deduction for Rehabilitation or Redevelopment of Real Property in Economic Revitalization Areas (the “Act”).

The title of this report is the **Belle EDTA Report** (the “Report”). This Report has been prepared and submitted to the City’s Mayor’s Office of Economic Development to both target and provide the necessary economic development stimulus for new construction and/or the redevelopment<sup>1</sup> and rehabilitation<sup>2</sup> of existing commercial and retail structures in a certain area of the City located in the Robertsdale Neighborhood, more specifically on the northeast side of Indianapolis Boulevard (US Routes 12 & 20), bounded by Roberts Avenue, 117<sup>th</sup> Street, and Myrtle Avenue, consisting of ±0.90 acres.

The City through its Common Council (the “City Council”) as the designating body, desires to designate a certain area of the City as the **Belle EDTA** to: (i) establish an area for the City administration to target economic development opportunities, and (2) designate the Belle EDTA as an economic revitalization area (an “ERA”) to qualify real property owners for deductions of assessed value for real property improvements (or “Tax Abatement”) as a result of commercial and/or retail land use development from new construction and redevelopment or rehabilitation in Belle EDTA and Belle ERA.

This Report has been prepared for the Mayor’s Office of Economic Development to initiate the approval process for the City Council to consider the designation and establishment of the Belle EDTA.

The City may offer certain economic development incentives authorized under the Act to qualified property owners who develop, redevelop, or rehabilitate real property in a certain area identified herein as the Belle EDTA which generally includes those real property parcel (parcel identification numbers or “PINS”) below located within the City. See **FIGURE 1** – Belle EDTA Boundary Map.

**Belle EDTA:** Parcel number(s):

- 45-03-07-129-001.000-023
- 45-03-07-129-002.000-023
- 45-03-07-129-003.000-023
- 45-03-07-129-004.000-023
- 45-03-07-129-005.000-023
- 45-03-07-129-006.000-023
- 45-03-07-129-007.000-023

Any new commercial, office, or retail development shall meet the general standards set by the City for new construction, redevelopment, and rehabilitation to improve the quality of life in the City and shall be consistent and in compliance with all zoning regulations and requirements unless a variance is approved by the City’s Board of Zoning Appeals (the “BZA”). The Belle EDTA is currently zoned as a Local Commercial District (C-1) under TITLE VII of the City of Hammond Zoning Ordinance 8514, as amended.

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<sup>1</sup> Redevelopment means the construction of new structures in economic revitalization areas, either (i) on unimproved real estate or (ii) on real estate upon which a prior existing structure is demolished to allow for new construction.

<sup>2</sup> Rehabilitation means the remodeling, repair, or betterment of property in any manner or any enlargement or extension or property.

Any real property improvements shall be mindful of: (i) permitted and conditional land uses under Sections 7.10 and 7.11 of TITLE VII of the City of Hammond Zoning Ordinance 8514, and (ii) the architectural character of the community and the business or economic development district corridor in which the improvements occur. In addition to the above, all rehabilitation improvements shall take into consideration the elimination of existing code violations to improve the overall condition of commercial, retail or office structures or building stock in the Belle EDTA.

FIGURE 1  
Belle EDTA Boundary Map



## II. Statutory Authority for Tax Abatement of Limited Uses

### Overview

The Act provides the statutory authority for the City to provide certain financial incentives authorized under the Act to qualified property owners who develop, redevelop, or rehabilitate real property in a certain area identified herein as the Belle EDTA.

Assessed valuation deductions of tangible property (or Tax Abatement) an incentive resource available to local cities, towns, and counties to stimulate economic development in certain areas at the discretion of the designating body (the fiscal body of municipal or county government). Tax abatement may only be made available to qualified property owners in specific areas designated as an ERA. The deduction of assessed valuation is a percentage of the increase in assessed value that results from real or personal property improvements, specific to new construction, redevelopment, or rehabilitation.

As this relates to the City, the City Council is the “designating body” authorized to establish an ERA and to approve individual applications submitted by property owners for Tax Abatements in the form of a Statement of Benefits (Form SB-1). The City Council may approve a deduction period of any number of years not to exceed ten (10) years for qualified real or personal property improvements.

If the City Council approves by resolution an assessed valuation deduction application for Real Property (FORM SB-1/Real Property) pursuant to Sections 2 and 2.5 of the Act, the resolution must include in accordance with Section 17(b) of the Act an abatement schedule specifying the percentage amount of the deduction for each year of the approved abatement period [Reference: Section 4(a)(2) of the Act for real property]. Prior to July 1, 2011, the abatement percentages were determined by the abatement period for both real and personal property assessed valuation deduction, known as the “**Traditional Abatement Schedule Percentages.**” However, as of July 1, 2011, abatement percentages for each year of an abatement period are at the discretion of the City Council. It is recommended that the City Council consider its abatement percentage options and the tax rate and levy impacts prior to determining or approving the percentage amount of the deduction for each year of the approved abatement period. Reference **TABLE 1** - Real Property Traditional Abatement Schedule Percentages herein.

Tax Abatement Limitations

Deductions of assessed value for rehabilitation and redevelopment are limited and may not be utilized for those real property improvements specifically described in Section 3(e) of the Act. But more specifically, a deduction for the redevelopment or rehabilitation of real property may not be approved for: (1) any facility where the primary purpose is retail food and beverage service; automobile sales or service; or other retail **unless the facility is located in an economic development target area (EDTA) established under Section 7 of the Act** and (2) residential, **unless** the facility is a multifamily facility that contains at least 20% of the units available for use by low and moderate individuals; the residential facility is located in an economic development target area also established under IC 6-1.1-12.1-7; or the area is designated as a residentially distressed area.

**TABLE 1: Real Property Traditional Abatement Schedule Percentages**

*Real property abatement is a declining percentage of the increase in assessed value of the improvement based on one of the following time periods and percentages as determined by the designating body. Land does not qualify for abatement. State of Indiana Tax Abatement Schedule as of July 1, 2000 per IC 6-1.1-12.1.*

Year	Ten-Year	Nine-Year	Eight-Year	Seven-Year	Six-Year	Five-Year	Four-Year	Three-Year	Two-Year	One-Year
1	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
2	95%	88%	88%	85%	85%	80%	75%	66%	50%	
3	80%	77%	75%	71%	66%	60%	50%	33%		
4	65%	66%	63%	57%	50%	40%	25%			
5	50%	55%	50%	43%	34%	20%				
6	40%	44%	38%	29%	17%					
7	30%	33%	25%	14%						
8	20%	22%	13%							
9	10%	11%								
10	5%									

Therefore, an EDTA must first be established prior to the establishment of an ERA if an assessed valuation deduction applies to a land use classification or type limited under the Act. Both an ERA and an EDTA must be designated prior to the City Council approving applications (a FORM SB-1) for deductions of assessed value for rehabilitation and redevelopment.

Economic Development Target Areas

An EDTA by statute<sup>3</sup> is defined as a specific geographic territory that has become undesirable or impossible for normal development and occupancy because of a lack of development, cessation of growth, deterioration of improvements or character of occupancy, age, obsolescence, substandard buildings, or other factors that have impaired values or prevent a normal development of property or use of property.

The Hammond Economic Development Commission (the "HEDC") upon recommendation of the Mayor's Office of Economic Development or any other planning, redevelopment, or development entity of the City may initiate the process to establish an EDTA or may review requests to designate an EDTA with an intent to stimulate economic development in targeted areas of the City. Upon its initiation or review, the HEDC must make a favorable or unfavorable recommendation to the City Council. Upon the Commission's favorable recommendation to establish an EDTA as submitted to the City Council, only then may the City Council consider an ordinance for passage and adoption to formally designate an identified area of the City as an EDTA if within the statutory area limitation.

By statute<sup>4</sup>, the City Council as the fiscal body may designate a maximum of 15% of the total geographic territory of the City to be an EDTA. The Belle EDTA as delineated herein is approximately ±0.90 acres in area and is 0.04% of the total geographic territory of the City, together with and including all EDTAs, the total area of EDTAs is within the statutory limitation. Reference **TABLE 2: Economic Development Target Area – Land Area Calculation** below.

	<i>(Approximate)</i> Square Feet	<i>(Approximate)</i> Acres	<i>(Approximate)</i> Square Miles	Percent of City of Hammond
City of Hammond (land area)	632,560,896	14,521.60	22.6900	100%
<b>EDTA Threshold IC 6-1.1-12.1-7(b)</b>	<b>94,884,134</b>	<b>2,178.24</b>	<b>3.4035</b>	<b>15.00%</b>
Oxbow Landing EDTA #1	120,008	2.755	0.0043	0.0190%
Oxbow Landing EDTA #2	90,735	2.083	0.0033	0.0143%
Townplace Suites EDTA	85,378	1.96	0.0031	0.0135%
Belle EDTA	38,768	0.89	0.0014	0.0061%
<b>TOTAL AREA OF EDTAs:</b>	<b>334,889</b>	<b>7.688</b>	<b>0.0120</b>	<b>0.0529%</b>
<b>EDTA Area Available (Balance):</b>	<b>94,549,245</b>	<b>2,170.55</b>	<b>3.3915</b>	<b>14.9471%</b>

<sup>3</sup> Reference Indiana Code 6-1.1-12.1-7(a)(1).

<sup>4</sup> Reference Indiana Code 6-1.1-12.1-7(b).

Upon approval of an ordinance establishing an EDTA, the City Council must then establish the EDTA as an ERA in accordance with Section 2.5 of the Act by making a finding that the development area, as an EDTA, is also an ERA for the specific purpose of offering Tax Abatement for qualifying projects.

Economic Revitalization Areas

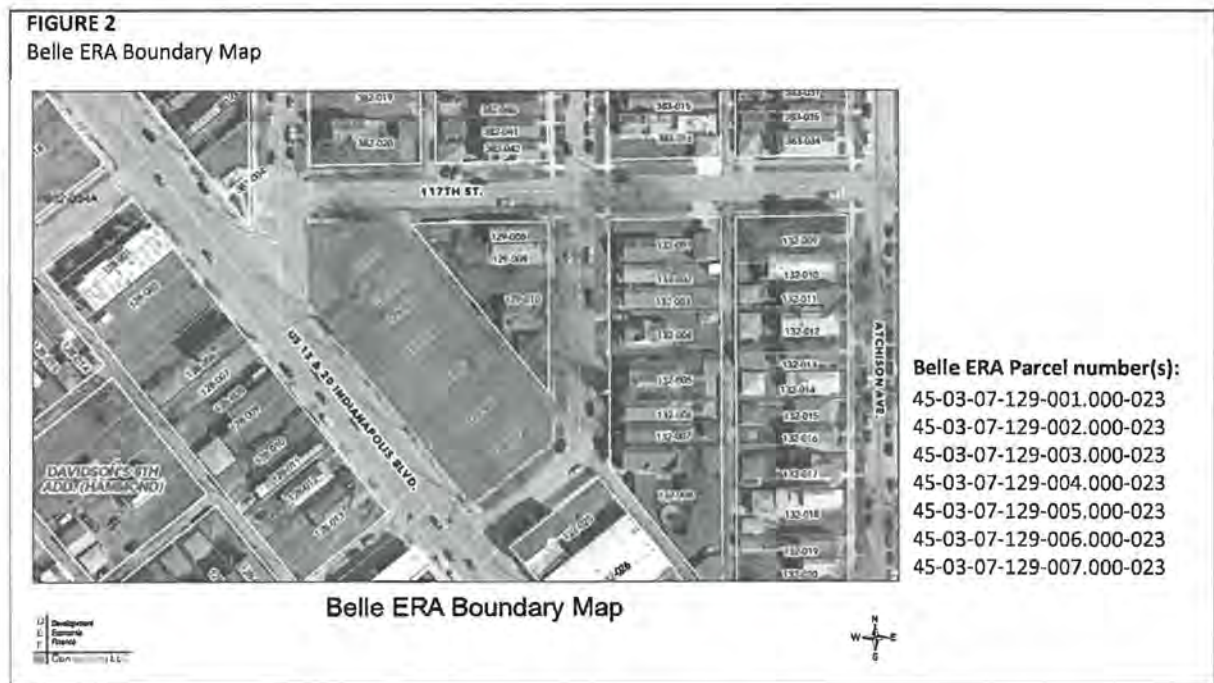
The City Council as the designating body may only approve Tax abatement within an area that it finds to be an ERA. "Economic revitalization area" is an area which is within the corporate limits of a city, town, or county which has become undesirable for, or impossible of, normal development and occupancy because of a lack of development, cessation of growth, deterioration of improvements or character of occupancy, age, obsolescence, substandard buildings, or other factors which have impaired values or prevent a normal development of property or use of property. The term "economic revitalization area" also includes:

- Any area where a facility or a group of facilities that are technologically, economically, or energy obsolete are located and where the obsolescence may lead to a decline in employment and tax revenues; and
- A residentially distressed area, except as otherwise provided in the Act.

If the City Council finds it necessary to designate an EDTA as an ERA for property owners limited in ability to access an assessed valuation deduction under Section 3(e) of the Act, it shall either:

- Prepare maps and plats that identify the EDTA or parts thereof, and
- Prepare a simplified description of the boundaries of the area proposed for and ERA by describing its location in relation to public ways, streams, or otherwise.

During the preparation of this Report, the Mayor's Office of Economic Development and the Department of Planning and Development caused to be prepared a map that identifies a certain area of the City by PIN and a simplified description of the boundaries of the ERA by describing its location in relation to public ways, streams, or otherwise. See **FIGURE 2: Belle ERA Boundary Map**.



Simplified Description of the Belle EDTA & ERA Boundaries

PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, AS MORE SPECIFICALLY DESCRIBED AND DETAILED BELOW:

Beginning at the intersection of the northeast right-of-way of Indianapolis Boulevard (US Routes 12 & 20) and the east right-of-way of Roberts Avenue, more specifically tangential to Block 6 of A. Roberts Subdivision, Lot 1 in the City of Hammond, Indiana as the **Point of Beginning**.

Thence southeast along the north right-of-way line of Indianapolis Boulevard (US Routes 12 & 20) approximately 282 feet to its intersection with the northwest right-of-way of Myrtle Avenue, being the south corner of A. Roberts Subdivision, Lot 6;

Thence northeast and continuing north along the west right-of-way line of Myrtle Avenue approximately 133 feet to its intersection with the southwest right-of-way line of the Block 6 of A. Roberts Subdivision alley;

Thence northwest along the southwest right-of-way line of the Block 6 of A. Roberts Subdivision alley approximately 272 feet to its intersection with the south right-of-way line of 117<sup>th</sup> Street;

Thence west along the south right-of-way line of 117<sup>th</sup> Street approximately 91 feet to its intersection with the east right-of-way line of Roberts Avenue;

Thence south along the east right-of-way line of Roberts Avenue approximately 85 feet to the northeast right-of-way of Indianapolis Boulevard (US Routes 12 & 20) to the **Point of Beginning**, consisting of ±0.90 acres of real property and including the following real property PINs:

- 45-03-07-129-001.000-023;
- 45-03-07-129-002.000-023;
- 45-03-07-129-003.000-023;
- 45-03-07-129-004.000-023;
- 45-03-07-129-005.000-023;
- 45-03-07-129-006.000-023; and
- 45-03-07-129-007.000-023.

Additional real property information, assessment data, and tax liability specific the January 1, 2025 assessment date is included under **APPENDIX A** attached hereto this Belle EDTA Report to supplement the above boundary description.

Establishment and Designation of the Belle ERA

Based upon the compilation of the materials described above as included herein, the City Council may declare and confirm by respective resolutions said area to be the Belle ERA, using the procedures prescribed in Section 2.5 of the Act and discussed hereinafter.

The City Council may consider an **ERA declaratory resolution** in accordance with Section 2(g) of the Act establishing the general standards to be used, along with the requirements set forth for establishing an ERA. The standards per Section 3 of the Act must have a reasonable relationship to the development objectives of the City for economic development as a catalyst for and to stimulate new construction, redevelopment, and rehabilitation in commercial and retail areas.

The City Council declaratory resolution must contain a description of the affected area. In addition, by declaring the EDTA, to be an ERA, the City Council may:

- Limit the period to a certain number of calendar years during which the ERA shall be so designated;
- Limit the type of deductions that will be allowed within the ERA to a deduction allowed under Section 3 of the Act;
- Limit the dollar amount of the deduction that will be allowed with respect to redevelopment and rehabilitation occurring in areas that are designated as an ERA;
- Impose reasonable conditions related to the purpose of the Act or to the general standards adopted under Section 2(g) of the Act, allowing the deduction for the redevelopment or rehabilitation of the property; or
- To exercise one (1) or more of the above powers, the City Council, as the designating body, must include these fact(s) in the resolution passed and adopted under section 2.5 of the Act.

A declaratory resolution adopted after June 30, 2000, may include a determination of the number of years a deduction under Section 3 of the Act is allowed.

Therefore, an application for a property tax deduction or Tax Abatement may not be approved unless the City Council (as the designating body of the City's Department of Redevelopment) adopts a resolution approving the application.<sup>5</sup>

After passage and adoption of a declaratory resolution establishing and designating the EDTA as an ERA under Section 2.5(b) of the Act, the City Council shall file the declaratory resolution with the Lake County Assessor and shall do the following:

- Publish notice of the adoption and substance of the City Council resolution in accordance with IC 5-3-1.
- File the following information with each taxing unit that has authority to levy property taxes in the geographic area where the ERA is located:
  - a. A copy of the notice required by subdivision (1) above.
  - b. A statement containing substantially the same information as a statement of benefits filed with the designating body before the hearing required by sections 2.5, 3 and 4.5 of the Act.

The notice as published must state that a description of the ERA is available and can be inspected in the Office of the Lake County, Indiana Assessor. The notice must also name a date when the City Council as the designating body will receive and hear all remonstrances and objections from interested persons. The City Council shall file the information required by Section 2.5(c)(2) of the Act with the officers of the taxing units who are authorized to fix budgets, tax rates, and tax levies under IC 6-1.1-17-5 at least ten (10) days before the date of the public hearing.

After considering the evidence at a public hearing, the City Council may take final action determining whether the qualifications for the ERA within an EDTA have been met. The City Council by resolution may then by resolution confirm, modify and confirm, or rescind its declaratory resolution, the **ERA confirmatory resolution**. This determination is final except that an appeal may be taken and heard as provided under IC 6-1.1-12.1-2.5(d) and (e).

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<sup>5</sup> See Indiana Code 6-1.1-12.1-2(l).

A person who files a written remonstrance with the City Council under Section 2.5(d) of the Act and who is aggrieved by the final action taken may, within ten (10) days after that final action, initiate an appeal of that action by filing in the Office of the Clerk of the Circuit or Superior Court a copy of the order of the City Council and the remonstrance against that order, together with his bond conditioned to pay the costs of his appeal if the appeal is determined against the aggrieved party.

The only grounds of appeal that the Court may hear is whether a proposed project will meet the qualifications of the ERA law. The burden of proof is on the appellant.

### **III. Filing for a Tax Abatement in the Belle ERA as an EDTA**

#### Statement of Benefits

A property owner that desires to develop, redevelop or rehabilitate real property in the Belle EDTA (which is contiguous with the Belle ERA) may file for and request Tax Abatement from the City Council as the designating body.

The property owner must provide and submit a statement of benefits (FORM SB-1/Real Property) to the City Council through the Mayor's Office of Economic Development, the entity to receive, confirm the information and initiate the approval process if directed by the City administration. The Department of Local Government Finance (the "DLGF") shall prescribe the form. The statement of benefits must be submitted to the City Council before the initiation of the development, redevelopment, or rehabilitation for which the applicant desires Tax Abatement to claim a deduction of assessed value. Failing to file Form SB-1 prior to the start of a development, redevelopment, or rehabilitation project with the Mayor's Office of Economic Development and to receive City Council approval of Tax Abatement prior beginning a project is a "false start" and may result in forfeiture of any or all Tax Abatement benefits.

When completing FORM SB-1/Real Property, the applicant may face difficulties in estimating the increase in assessed value related to the project. When faced with this situation, label the values placed on the Statement of Benefits as "estimates subject to change." Though labeling values as estimates provides the applicant with some tolerance when computing a project's increase in assessed value, the applicant should attempt to ensure the assessed value and cost estimates submitted are adequate in amount to cover the eventual deduction claims which will be filed.

For example, if an applicant estimates a \$15,000 increase in assessed value and the actual increase is \$30,000, the City Council may argue that, based on the Statement of Benefits, only the first \$15,000 is qualified for an assessed valuation deduction (or Tax Abatement). Time allowing, the applicant may consider contacting the Office of the Lake County, Indiana Assessor to request a preliminary assessment of the real property improvement(s) from professionally prepared drawings prior to completing the form.

While underestimating benefits may pose difficulties in claiming a deduction of assessed value, overstating benefits may result in the loss of Tax Abatement benefits. Each year the assessed valuation deduction is claimed, the applicant must file a FORM CF-1/Real Property, Compliance with Statement of Benefits, stating the extent to which an applicant has complied with the Statement of Benefits.

If an applicant significantly overstated benefits, particularly employment and salary benefits, on the Statement of Benefits, the City Council may argue that you have not substantially complied with the Statement of Benefits and withdraw the annual Tax Abatement or terminate the Tax Abatement in its entirety, including the application of any clawback provisions. The City Council retains the sole right to determine the merits or reasonableness of the assessed value or employment figure estimates provided by the applicant.

#### Tax Abatement Approval Process

Upon submission of a properly completed FORM SB-1/Real Property as prescribed by the DLGF, the City Council must review it in accordance with Section 3 of the Act and shall determine whether a Tax Abatement should be allowed, based on the following findings:

- Whether the estimate of the value of development, redevelopment or rehabilitation is reasonable for projects of that nature;
- Whether the estimate of the number of individuals who will be employed or whose employment will be retained can be reasonably expected to result from the proposed described development, redevelopment, or rehabilitation;
- Whether the estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can be reasonably expected to result from the proposed described development, redevelopment, or rehabilitation;
- Whether any other benefits about which information was requested are benefits that can be reasonably expected to result from the proposed described development, redevelopment, or rehabilitation;
- Whether the totality of benefits is sufficient to justify the Tax Abatement.

For an area (such as the Belle EDTA) designated as an ERA after June 30, 2000, that is not a residentially distressed area, the City Council shall determine the number of years for which the property owner is entitled to a Tax Abatement. However, the Tax Abatement may not be allowed for more than 10 years. See **TABLE 1** - Real Property Traditional Abatement Schedule Percentages herein or develop and propose alternative abatement schedule percentages under Section 17 of the Act. This determination shall be made in conformance with and as a part of the resolution approving the FORM SB-1/Real Property in accordance with ERA Declaratory Resolution adopted and confirmed under Section 2.5 of the Act.

- In accordance with Section 3(b) of the Act, if the City Council, upon review of FORM SB-1, makes all of the above described findings in the affirmative (and identifies if the Tax Abatement application is located within a designated allocation area of the Hammond Redevelopment District), an applicant will be entitled to the Tax Abatement once the new construction occurs or the property has been redeveloped or rehabilitated and all appropriate forms have been submitted in a timely manner.

#### Tax Abatement Calculation for a Deduction of Assessment

In accordance with Section 4 of the Act, the amount of assessed valuation deduction which a real property owner is entitled, notwithstanding a City Council limit on the dollar amount of a deduction that will be allowed with respect to the development, redevelopment, or rehabilitation occurring for a particular project in an ERA<sup>6</sup>, equals the product of:

<sup>6</sup> Reference IC 6-1.1-12.1-2(i)(4).

1. The increase in the assessed value resulting from the development, redevelopment, or rehabilitation as a result of a project in the ERA multiplied by
2. The percentage prescribed in **TABLE 1** - Real Property Traditional Abatement Schedule Percentages herein or develop and propose alternative abatement schedule percentages under Section 17 of the Act, as included in the resolution approving a FORM SB-1/Real Property.

The amount of the deduction determined as discussed above<sup>7</sup> shall be adjusted in accordance with Section 4(b) of the Act in the following circumstances:

1. Upon completion of a general reassessment of real property; and
2. If an appeals of an assessment is approved.

#### IV. PUBLIC AVAILABILITY OF THE DOCUMENT

Copies of this Belle EDTA Report are available to the public for review and purchase upon request in the Mayor's Office of Economic Development located in Hammond City Hall at 525 Calumet Avenue, Suite 328, Hammond, IN 46320.

For further information related to the Belle EDTA Report, the public may contact the following department representatives during the regular business hours (8:30 a.m. and 4:30 p.m. - Monday through Friday, except for City designated holidays):

Name of Representative

**Juan J. Moreno**

Director,

Mayor's Office of Economic Development

Phone: (219) 853-6508, Extension 1

E-mail: [morenoj@gohammond.com](mailto:morenoj@gohammond.com)

Name of Representative

**Melissa Campbell**

TIF Program Coordinator,

Mayor's Office of Economic Development

Phone: (219) 853-6508, Extension 1

E-mail: [campbellm@gohammond.com](mailto:campbellm@gohammond.com)

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<sup>7</sup> Per IC 6-1.1-12.1-4(a).

HAMMOND, INDIANA  
CITY OF HAMMOND

Belle EDTA Report

**APPENDIX A**  
Belle EDTA Real Property Assessment Data

Line Item	PIN	Property Owner	Location Address	Acreage	January 1, 2025 Assessment Data			(Pay 2025)
					Gross Assessment	Exemptions & Deductions	Net Assessment	Tax Liability
1	45-03-07-129-001.000-023	Edward A. Dellenbach	1715 Indianapolis Boulevard	0.184	21,300	\$ -	\$ 21,300	\$ 883.82
2	45-03-07-129-002.000-023	Edward A. Dellenbach	1717 Indianapolis Boulevard	0.072	68,200	26,925	41,275	1,336.30
3	45-03-07-129-003.000-023	Hammond Redevelopment Commission	1719 Indianapolis Boulevard	0.072	36,100	36,100	-	-
4	45-03-07-129-004.000-023	Hammond Redevelopment Commission	1721 Indianapolis Boulevard	0.143	61,100	61,100	-	-
5	45-03-07-129-005.000-023	Hammond Redevelopment Commission	1725 Indianapolis Boulevard	0.143	61,100	61,100	-	-
6	45-03-07-129-006.000-023	Hammond Redevelopment Commission	1731 Indianapolis Boulevard	0.143	61,100	61,100	-	-
7	45-03-07-129-007.000-023	Hammond Redevelopment Commission	1733 Indianapolis Boulevard	0.143	61,100	61,100	-	-
<b>Totals:</b>				<b>0.900</b>	<b>\$ 370,000</b>	<b>\$ 307,425</b>	<b>\$ 62,575</b>	<b>\$ 2,020.12</b>

**CITY OF HAMMOND, INDIANA  
ECONOMIC DEVELOPMENT COMMISSION**

**Resolution No.: EDC 2026 - 01**

**A RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMISSION OF THE CITY OF HAMMOND, INDIANA MAKING A RECOMMENDATION TO THE COMMON COUNCIL OF THE CITY OF HAMMOND, INDIANA TO DESIGNATE A CERTAIN AREA WITHIN THE JURISDICTION OF THE CITY AS AN ECONOMIC DEVELOPMENT TARGET AREA (AN EDTA) FOR ECONOMIC DEVELOPMENT AND REDEVELOPMENT PURPOSES INCLUDING FINANCIAL INCENTIVIZATION OF QUALIFIED REDEVELOPMENT AND ECONOMIC DEVELOPMENT PROJECTS, IN ACCORDANCE WITH INDIANA CODE 6-1.1-12.1.**

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**WHEREAS,** Property tax abatement ("Tax Abatement") is authorized under Indiana Code ("IC") 6-1.1-12.1 in the form of deductions from assessed value of tangible real and personal property as a result of private investment for development, redevelopment and rehabilitation within an economic revitalization area ("ERA");

**WHEREAS,** In accordance with IC 6-1.1-12.3(e)(10) and (11), a deduction for the redevelopment or rehabilitation of real property may not be approved for any facility for which the primary purpose is: (a) retail food or beverage; (b) automobile sales or service; or (c) other retail, unless the facility is located in an Economic Development Target Area ("EDTA") or for residential facilities, unless it is a multifamily facility that contains at least 20% of the units available for use by low and moderate income individuals or said facility is located in an EDTA;

**WHEREAS,** The Hammond Economic Development Commission ("EDC") in coordination with the Mayor's Office of Economic Development has prepared the **Belle EDTA Report** dated April 6, 2026 attached hereto as **EXHIBIT A**, in advance of its recommendation to the Common Council ("Common Council") of the City of Hammond, Indiana ("City") for legislative and designating body review, which includes the purpose of EDTA, its statutory authority, a map identifying the EDTA and a simplified boundary description of the EDTA;

**WHEREAS,** The proposed **Belle EDTA** and its geographic area must be first be designated by ordinance of the Common Council as an EDTA to initiate the process to qualify real property owner to submit an application for an assessed valuation deduction (or Tax Abatement) for facilities specified above pursuant to the Act, more specifically Section 12.3(e)(10) and (11);

**WHEREAS,** The EDC reviewed Belle EDTA Report and on April 6, 2026 heard a presentation from the staff of the Mayor's Office of Economic Development requesting that the EDC consider and make a recommendation to the Common Council in accordance with IC 6-1.1-12.1-7(a) on the designation of the Belle EDTA;

**WHEREAS,** The Common Council may designate a maximum of 15% of the total geographic territory of the City to be in EDTAs;

**WHEREAS,** In order to designate the Belle EDTA as an EDTA, Common Council must approve said designation by ordinance, upon which the Common Council must first receive a favorable recommendation from the EDC for said designation;

**WHEREAS,** The EDC now desires to take official action to make a recommendation to the Common Council as it applies to the Belle EDTA Report and the designation of the Belle EDTA.

**NOW, THEREFORE, BE IT RESOLVED BY THE ECONOMIC DEVELOPMENT COMMISSION OF THE CITY OF HAMMOND, INDIANA, AS FOLLOWS:**

**Section 1.** The EDC reviewed the Belle EDTA Report dated April 6, 2026, prepared for the proposed Belle EDTA, and other such documents prepared and presented to the EDC for its deliberations and consideration as presented by the staff of the Mayor's Office of Economic Development to initiate the approval process for designation of the Belle EDTA.

**Section 2.** The EDC has verified that the Belle EDTA including all existing designated EDTAs in the City as of the date of this resolution and as identified in **TABLE 2** of the Belle EDTA Report total approximately 7.688 acres in area and is 0.053% of the City's total geographic territory, being within the statutory maximum limitation of 15% for economic development target areas of the City's total geographic territory under Section 7(b) of the Act.

**Section 3.** The EDC corroborates and supports the desire of the City administration and that of the Mayor's Office of Economic Development to establish the Belle EDTA as described and mapped under **FIGURE 1** titled Belle EDTA Boundary Map in the EDTA Report to stimulate economic development and redevelopment within the City and the Hammond Redevelopment District for the purpose of qualifying property owners located in the Belle EDTA for Tax Abatement in the form of deductions from assessed value for qualified real property resulting from development, redevelopment and rehabilitation.

**Section 4.** The EDC in accordance with IC 6-1.1-12.1-7(a) makes a favorable recommendation to the Common Council to designate the Belle EDTA as described and delineated in the Belle EDTA Report.

**Section 5.** The EDC hereby authorizes and directs the secretary to:

- a. Submit one (1) original signed Resolution to the Office of the Common Council, the Clerk of the City, and the Mayor's Office of Economic Development for their files and records as it relates to the approval process for the designation of the Belle EDTA, and
- b. Retain one (1) original signed Resolution for the EDC files and records as it relates to the approval process for the Belle EDTA.

**ADOPTED AND APPROVED** at a meeting of the Economic Development Commission of the City of Hammond held on April 6, 2026 in Hammond City Hall, 5925 Calumet Avenue, Hammond, Indiana, 46394.

Absent / mc

John Vezmar  
President

Mon Rubio

Monica Rubio  
Vice President

Susan Stevens

Susan Stevens  
Secretary

Robert Miglorini

Robert Miglorini  
Commissioner

Melissa Campbell

Melissa A. Campbell  
Commissioner

DRAFT

**ATTESTATIONS:**

Juan J. Moreno

Juan J. Moreno  
Director of Economic Development

**EXHIBIT A**

Belle EDTA Report  
Dated April 6, 2026

**DRAFT**

**Petitioner(s):** Planning & Development  
Mayor's Office of Economic Development

**Sponsor:** Mark Kalwinski, 1st District Councilman

RESOLUTION No. 2026-\_\_\_\_\_

A RESOLUTION OF THE HAMMOND COMMON COUNCIL RATIFYING THE DEVELOPMENT AGREEMENT AMONG THE CITY OF HAMMOND, INDIANA, THE CITY OF HAMMOND REDEVELOPMENT COMMISSION, AND MIDWEST PRAIRIE BUILDERS LLC REGARDING 1719-33 INDIANAPOLIS BOULEVARD, 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, and Midwest Prairie Builders LLC (the "Developer") on the 21<sup>st</sup> day of April, 2026; and

**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

**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, and Midwest Prairie Builders 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

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

**DRAFT**  
\_\_\_\_\_  
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

MIDWEST PRAIRIE BUILDERS LLC  
an Indiana limited liability company

RE:

1719-33 INDIANAPOLIS BOULEVARD, HAMMOND, IN 46394

DATED: April 21, 2024

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the "Agreement") made as of this 21<sup>st</sup> day of April, 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 Midwest Prairie Builders LLC, an Indiana limited liability company (the "Developer"), (collectively the "Parties").

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 1719-33 Indianapolis Boulevard, Hammond IN 46394 (the "Redevelopment Parcel") and has submitted to the Redevelopment Commission a proposal for a Three Million (\$3,000,000.00) Dollar development on the Redevelopment Parcel, which includes a 3,500 sq.ft. Laundromat to be located in the north building on the property and a 1,000 sq.ft. Dairy Belle to be located in the south building on the property; and 1,200 sq. ft. commercial space available for lease.

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.

"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 Midwest Prairie Builders 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.

**"Project"** means a Three Million (\$3,000,000.00) Dollar development on the Redevelopment Parcel, which includes a 3,500 sq.ft. Laundromat to be located in the north building on the property and a 1,000 sq.ft. Dairy Belle to be located in the south building on the property; and 1,200 sq. ft. commercial space available for lease, which will create approximately 20 jobs.

**"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 within 90 days of closing (the "Commencement Date"). The Developer shall substantially complete construction of the Project no later than (12 – 18 months) (the "Completion Date"), subject to force majeure as set forth in Section 7.4 below.

B. If the Developer is unable to obtain any required plat approval, zoning variance, or any other local, State or federal approval necessary to complete the construction or operation of the Project, the Developer shall have no obligation to complete the construction of the Project or any other obligation under the terms of this Agreement, and the Redevelopment Commission shall have no obligation to provide the Incentive.

#### **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.

#### **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.

#### **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.**

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:

- 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.

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 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.**

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 3,500 sq.ft. Laundromat to be located in the north building on the property and a 1,000 sq.ft. Dairy Belle to be located in the south building on the property; and 1,200 sq. ft. commercial space available for lease. which will create approximately 20 jobs. The total investment shall be in excess of Three Million (\$3,000,000.00) Dollars.

**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 traditional real estate Tax Abatement for the Project. The Tax Abatement is subject to the annual imposed fee of Fifteen Percent (15%) per year.

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

The Developer as the property owner, waives (and shall cause all subsequent owners of the Project Site to waive) its right to appeal real (land and improvements) property assessed valuations of the Project or within the Project area. The City of Hammond Common Council reserves the right to waive the above condition upon written request of the Developer as the

property owner, including all subsequent property owner(s)

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

The Developer as the property owner, including all subsequent property owner(s), waives its rights to request or file an assessed valuation deduction, credit or exemption, whether available to a property owner as of the date of this Development Agreement or which subsequently may be authorized by the state of Indiana Legislature, to tangible real or personal property improvements to be constructed, built or developed within the City of Hammond. The City of Hammond Common Council reserves the right to waive the above condition upon written request of the Developer as the property owner, including all subsequent property owner(s).

**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.**

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 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.

## 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 limited liability company duly organized, validly existing and in good standing under the laws of the State of Indiana, 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.

#### **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.**

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 or 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.

**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.

##### **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.

**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.

**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.

**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.

## ARTICLE V

### 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;

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 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.**

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.

#### **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: [taylora@gohammond.com](mailto:taylora@gohammond.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:

Midwest Prairie Builders LLC  
8534 Harrison Avenue  
Munster IN 46321  
Attention: Raymond Matesevac  
Email: [mvpb@comcast.net](mailto:mvpb@comcast.net)

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.

**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.

**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.**

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

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.

**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.

[signature pages follow this page]

SIGNATURE PAGE OF  
CITY OF HAMMOND REDEVELOPMENT COMMISSION  
TO  
DEVELOPMENT AGREEMENT

CITY OF HAMMOND  
REDEVELOPMENT COMMISSION

By: *[Handwritten Signature]*  
Title: *[Handwritten Title]*

**DRAFT**

ATTEST:

By: *Cynthia Raugel*  
Secretary

CITY OF HAMMOND

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

SIGNATURE PAGE OF  
MIDWEST PRAIRIE BUILDERS LLC  
TO  
DEVELOPMENT AGREEMENT

Midwest Prairie Builders LLC  
an Indiana limited liability company

By: Raymond J. Matasovic, Jr.

**DRAFT**

Its: President

EXHIBIT "A"

GENERAL BOUNDARY AND LOCATION - DESCRIPTION OF THE PROJECT SITE

A. ROBERTS' SUBDIV. SE2 L.2 B.6  
A. ROBERTS SUBDIV L.3 BL.6  
A. ROBERT'S SUBDIV L.4 BL.6  
AGNES ROBERTS SUBDIV L 5 BL 6  
A. ROBERTS SUBDIV. L 6 BL 6

Parcel Nos. 45-03-07-129-003.000-023  
45-03-07-129-004.000-023  
45-03-07-129-005.000-023  
45-03-07-129-006.000-023  
45-03-07-129-007.000-023

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Commonly known as 1719:33 Indianapolis Boulevard, Hammond IN 46394

**Petitioner(s):** Planning & Development  
Mayor's Office of Economic Development

**Sponsor:** Mark Kalwinski, 1st District Councilman

**RESOLUTION NO. 26R-\_\_\_\_\_**

**RESOLUTION OF THE HAMMOND COMMON COUNCIL APPROVING A  
DECLARATORY RESOLUTION RELATED TO CREATION OF AN ECONOMIC  
REVITALIZATION AREA**

**WHEREAS**, the City of Hammond (the "City") desires to designate an area within its jurisdiction as an Economic Revitalization Area ( the "ERA") as defined in IC 6-1.1-12.1-1; and

**WHEREAS**, the owners of an area described as follows have requested that it be designated as an economic revitalization area a/k/a Project Storage Development Area which includes the following parcels:

**DRAFT**

45-02-24-177-004.000-023

**WHEREAS**, GLC Hammond, LLC has approached the City to develop its operations at the 3518 Sheffield Avenue, Hammond, Indiana; and

**WHEREAS**, The Common Council of the City of Hammond, Indiana ("Common Council") desires to offer assessed valuation deductions for real property development, redevelopment and rehabilitation in a certain area of the City of Hammond (the "City") to stimulate private investment of new construction in order attract, retain and expand businesses in the city; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Hammond, Indiana, that the area as described and detailed above be established and designated as an Economic Revitalization Area as defined under IC 6-1.1-12.1-1 for which said area has become undesirable for, or impossible of, normal development because of deterioration of improvements, age, obsolescence, substandard buildings, or other factors which have impaired values or prevent normal development of property or use of property and that said area is an area where a facility or a group of facilities that are technologically and economically obsolete are located and where the obsolescence may lead to a decline in employment and tax revenue for the City, northwest Indiana and the state of Indiana.

**BE IT FURTHER RESOLVED**, that this Resolution hereto, as the Declaratory Resolution, be filed with the Lake County Assessor in accordance with IC 6-1.1-12.1-2.

**BE IT FURTHER RESOLVED**, that in accordance with IC 6-1.1-12.1-1 said designation of the ERA is to remain in effect for a period of fifty (50) years, and which allows the owner(s) of property located in said area, upon the rehabilitation or redevelopment of such property to obtain a deduction from the assessed value of that property for a period of 10 years on real and up to twenty (20) years on business personal property personal property taxes.

[Remainder of page intentionally left blank.]

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**PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF HAMMOND, INDIANA**, by a vote of \_\_\_\_\_ “Ayes” and \_\_\_\_\_ “Nays” of those Council members present on this day, May 11, 2026.

**COMMON COUNCIL OF THE  
CITY OF HAMMOND, INDIANA**

\_\_\_\_\_  
Janet Venecz, President

**ATTEST:**

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

**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

The foregoing Resolution No. \_\_\_\_\_ consisting of three (3) typewritten pages, including this page was \_\_\_\_\_ by the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

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

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