

MAY 12, 2025

REGULAR SESSION

The LaGrange County Council met in Regular Session on Monday, May 12, 2025, at their meeting room, County Office Building, 114 W. Michigan Street, LaGrange, Indiana 46761, at 8:30 a.m., with the following present: Council Members, Jeffrey L. Brill, Jeffrey A. Campos, Harold D. Gingerich, Karen S. Eagleson, Ryan J. Riegsecker, Michael G. Strawser, and James R. Young; and LaGrange County Auditor, Kathryn Hopper. Vice President, Mr. Jim Young brought the meeting to order and led the Pledge of Allegiance to the Flag.

AMENDMENTS TO THE SALARY ORDINANCE

The following Amendment to the Salary Ordinance were presented:

AMENDMENT TO THE SALARY ORDINANCE FOR 2025

BE IT HEREBY ORDAINED THAT the following changes be made in the LaGrange County Salary Ordinance for the year 2025:

1000 0011 PURDUE EXTENSION

1000 10709 00000 0011 Summer Assistant

- Temporary summer position.

REQUESTED

Up to \$17/hour

Up to 30 hours/week

Mr. Harold Gingerich made a motion to approve the amendment. Mr. Mike Strawser seconded the motion and it carried, with Mr. Jeff Campos abstaining. Mr. Harold Gingerich made a motion to waive the requirement for second reading. Mr. Ryan Riegsecker seconded the motion and it carried, with Mr. Jeff Campos abstaining.

AMENDMENT TO THE SALARY ORDINANCE FOR 2025

BE IT HEREBY ORDAINED THAT the following changes be made in the LaGrange County Salary Ordinance for the year 2025:

1161 PUBLIC HEALTH SERVICES

1161 10607 00000 0000 Maternal/Child Health Specialist

8118 IMMUNIZATION GRANT

8118 10607 00000 0000 Maternal/Child Health Specialist

REQUESTED

Up to 11 hours/week

Up to \$31.24/hour

Up to 11 hours/week

Up to \$31.24/hour

- This position splits with the WIC Coordinator hour. WIC is dropping the WIC Coordinator hours to 24 hours per week, from 32.5. This change is to keep the WIC Coordinator Full Time working 24 hour/ week at WIC and 11 hours per week for Health Dept.

Mr. Mike Strawser made a motion to approve the amendment so long as the funding is available. Mr. Ryan Riegsecker seconded the motion and it carried unanimously. Mr. Mike Strawser made a motion to waive the requirement for second reading. Mr. Ryan Riegsecker seconded the motion and it carried unanimously.

SHERIFF CAMERA PROJECT

LaGrange County Sheriff, Tracy Harker, proposed a change in the body cameras and body camera software.

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SHERIFF COMMISSARY FUND

LaGrange County Sheriff, Tracy Harker, presented the following Resolution Approving Sheriff Commissary Fund Expenditures for consideration:

RESOLUTION 2025-05-12-A

A RESOLUTION APPROVING SHERIFF COMMISSARY FUND EXPENDITURES

WHEREAS, Indiana Code 36-8-10-21 provides for the establishment of a Commissary Fund into which funds from commissaries at the LaGrange County Sheriff's Office / Jail shall be deposited and from which the Sheriff or his designee may expend funds for those items enumerated in IC 36-8-10-21 (d), including items which benefit the Sheriff's Office as are mutually agreed upon between the Sheriff's Office and the County Council pursuant to IC 36-8-10 (d) (9); and,

WHEREAS, the LaGrange County Sheriff's Office has requested authority to expend such funds for the purpose set forth in "Exhibit A", attached hereto and incorporated by reference, and the LaGrange County desires to authorize expenditure of Commissary Funds for such purposes.

NOW THEREFORE BE IT RESOLVED that the LaGrange County Council, LaGrange County, Indiana hereby declares as follows:

The expenditure of LaGrange County Sheriff's Office / Jail Commissary Funds for use and purpose set forth in "Exhibit A" attached hereto and incorporated by reference be approved.

THIS RESOLUTION shall be in full force and effect immediately on passing by the LaGrange County Council.

Passed and adopted by the LaGrange County Council on this 12th day of May, 2025.

Exhibit A

1. All statutorily authorized uses
2. Reimbursement for lost or damaged inmate property
3. Expenses associated with inmate transit
4. Expenses associated with special events for inmates
5. Haircuts for inmate workers and indigent inmates as needed
6. Reimbursement for damaged employee property which is solely related to their employment with the LaGrange County Sheriff's Office not covered by insurance
7. Expenses associated with investigations, special details, and disasters
8. Expenses for advertising/marketing, recruiting for employment, community involvement, sponsorship cost, and Public service announcements
9. Expenses associated with the health and wellbeing of inmates
10. Matching funds for grants
11. Supplies or equipment to promote educational activities for inmates
12. Inadvertent damage that may have occurred to a vehicle/trailer (that is not covered by insurance) that was impacted but not a target of criminal enforcement(i.e. flat tire repair/replacement)
13. Expenses associated for installation and service of Sheriff's Office equipment, communication equipment, Software programs, and networking equipment
14. Expenses associated with photos, videos, recordings or digital imagery related to public information and/or outreach programs

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15. Postage, including postage for indigent inmates as needed
16. Payment or reimbursement for any towing and storage including vehicles that may have been erroneously towed/impounded
17. Shipping cost regarding Sheriff's Office equipment or evidence
18. Expenses associated with maintenance cost of the Sheriff's Office, upkeep and maintenance of Sheriff's Office fleet vehicles, and the rental of specialized equipment
19. Expenses for all forms of training and conferences associated with the duties of the LaGrange County Sheriff's Office, including the costs associated with hosting training events
20. Expenses for contracting with professional services, consulting, and/or legal fees
21. Expenses associated with legal fees incurred by the Sheriff's Office in their capacity as Sheriff or employees of the Sheriff's Office
22. Expenses associated with the gym maintained by the Sheriff's Office utilized by Officers/staff
23. Expenses associated with rewarding inmates and employees
24. Expenses associated with the cost of routine cleaning, cleaning supplies, office supplies, or any other equipment with running/maintaining the day to day operations for the Sheriff's Office
25. Expenses associated with professional membership(s) of Sheriff's Office personnel
26. Expenses regarding special details and events
27. Expenses associated with special events for inmates or employees such as holiday events, retirement events, funeral service/flowers, service awards/plaques, recognition events, etc.
28. Any purpose that benefits the Sheriff's Office that does not exceed \$5,000.
29. Expenses for contracting professionals to provide job-related mental health service for employees of the Sheriff's Office
30. Expenses with maintaining the Sheriff's Office specialty teams, programs, CSI, and accident investigation and or any specialty at the Sheriff's Office

Mr. Harold Gingerich made a motion to approve the Commissary Fund Resolution. Mrs. Karen Eagleson seconded the motion. Mr. Harold Gingerich made a motion to waive the requirement for second reading. Mr. Mike Strawser seconded the motion and it carried unanimously.

SHERIFF PENSION PLAN

LaGrange County Sheriff, Mr. Tracy Harker, requested an amendment to the current Pension Plan allowing a merit employee with 32 years of service to draw on the Sheriff's Retirement Plan and continue to work as a merit employee. Mr. Jeff Campos made a motion to approve the request to amend. Mr. Jeff Brill seconded the motion and it carried unanimously.

NATIONAL POLICE WEEK

Mr. Harold Gingerich extended appreciation to the County Police and Sheriff Departments, inviting all to Eden Worship's Police Appreciation presentation on May 15 at 9:30 AM.

TAX ABATEMENT AGREEMENT

The following Tax Abatement Agreement was presented for consideration:

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (the "Agreement") is made and entered into effective May 8, 2025, by and between **MILLER STEWARDSHIP LEASING, LLC**, an Indiana limited company (the "Taxpayer"), and the **COUNTY OF LAGRANGE, INDIANA** (the "County"), by its duly elected County Council.

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WITNESSETH:

WHEREAS, the Taxpayer is the owner or contract purchaser or lessee of the real property as described on Exhibit "A" annexed hereto (the "Real Estate") and incorporated herein; and

WHEREAS, the Taxpayer seeks to reduce its tax obligations by seeking from the County a deduction from the assessed valuation (the "Tax Abatement") pursuant to Indiana Code 6-1.1-12.1-1 *et. seq.* (the "Act"); and

WHEREAS, the Taxpayer has prepared and submitted to the County one or more Statement of Benefits (collectively, the "Statements of Benefits") for the initiation of redevelopment or rehabilitation of real estate improvements which are to be located or installed on the Real Estate, all on forms as prescribed by the Indiana Department of Local Government Finance, which sets forth the Taxpayer's commitment to comply with certain investments and job creation and retention; and

WHEREAS, the County and the Taxpayer wish to enter into an agreement setting forth certain terms, conditions and agreements which are conditioned upon the approval of the Tax Abatement by the County and any other applicable governmental agencies, all as more particularly set forth and provided for herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the County and Taxpayer do hereby agree as follows:

Article I. Taxpayer Obligations and Representations

Section 1.1 The Taxpayer represents and warrants that the real estate improvements which are to be located or installed on the Real Estate will at all times during the Tax Abatement qualify within the definitions of redevelopment or rehabilitation as defined in the Act and is not one of the facilities listed in Section 3(e) of the Act.

Section 1.2 The Taxpayer acknowledges, admits and agrees that Section 12 of the Act is hereby incorporated herein and shall be included in any resolution declaring the Real Estate as an economic revitalization area or approving any Tax Abatement.

Section 1.3 The Taxpayer consents to the incorporation of Section 14 of the Act into any resolution or other approval of the Tax Abatement. The fee calculated per said Section 14 shall be determined by applying a percentage of three percent (3.0%) and which percentage will be set forth in any resolution declaring the Real Estate as an economic revitalization area or approving any Tax Abatement.

Section 1.4 The Taxpayer specifically, unconditionally, and irrevocably agrees that failure to timely file all information regarding compliance with the Statements of Benefits filed with and approved by the County in relation to the Tax Abatement by the date(s) as set forth in the Act, as amended from time to time, of each calendar year in which any deduction is available, shall be deemed to be a "failure to substantially comply" (as stated in Section 5.9 of the Act), that said failure is "not caused by factors beyond the control" (as stated in Section 5.9 of the Act) of the Taxpayers.

Article II. Default

Section 2.1 In the event and during any time the Taxpayer is entitled to a Tax Abatement pursuant to this Agreement: (i) the Taxpayer ceases operations (or announces cessation of operations) at the Real Estate for which the Statements of Benefits apply (excluding any cessation of operations for maintenance, repairs, or renovations) for a period of sixty (60) days in any one year period; (ii) the Taxpayer (or the title owner of the Real Estate) has delinquent property tax, or any amount due as a result of Section 14 of the Act with respect to the Real Estate, or fails to timely pay on or before their respective due dates (and before any penalty or interest thereon becomes due) any property tax, or any amount due as a result of Section 14 of the Act with respect to the Real Estate (the "Payment Obligations"); or (iii) the Taxpayer commits any breach of this Agreement; then the Taxpayer shall be in breach, default, noncompliance and nonperformance of this Agreement.

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Section 2.2 Upon breach, default, noncompliance or nonperformance of the Taxpayer of any obligation under this Agreement, the County shall notify the Taxpayer in writing. The Taxpayer shall have thirty (30) days for any Payment Obligations and forty-five (45) days for all others from receipt of the notice in which to cure any such breach, default, noncompliance or nonperformance. If the breach, default, noncompliance or nonperformance cannot reasonably be cured within the respective and applicable thirty (30) or forty-five (45) day period, and the Taxpayer has diligently pursued such remedies as shall be reasonably necessary to cure the default, then the County, may at its sole discretion extend the period in which the breach must be cured.

Article III. Right to Terminate Abatement, Recapture of Abated Taxes

Section 3.1 In addition to the rights of the County to terminate the Tax Abatement for the reasons set forth in and pursuant to the provisions of the Act, the Taxpayer agrees that the County shall have the right to terminate the Tax Abatement if the Taxpayer fails to cure a breach, default, noncompliance or nonperformance of the Taxpayer of this Agreement within the time provided herein or, as such time period may be extended.

Section 3.2 In the event of termination of the Tax Abatement under the Act or for a breach, default, noncompliance or nonperformance of the Taxpayer, the County may require the Taxpayer to repay the County all or a portion of the Tax Abatement savings received by the Taxpayer in the two (2) previous installments of property taxes owed by the Taxpayer prior to such termination.

Section 3.3 In the event that the County determines that the Tax Abatement deductions should be terminated (other than for reasons under the Act) or that all or a portion of the Tax Abatement savings should be repaid as provided in Sections 3.1 and 3.2 hereof, it will give the Taxpayer notice of such determination, including a written statement calculating the amount due from the Taxpayer, and will provide the Taxpayer with an opportunity to meet with the County's designated representatives to show cause why the Tax Abatement should not be terminated and/or the tax benefits repaid. Such notice shall state the names of the person with whom the Taxpayer may meet and will provide that the Taxpayer shall have thirty (30) days from the date of such notice to arrange such meeting and to provide its evidence concerning why the Tax Abatement termination and/or tax benefits repayment should not occur. If, after giving such notice and receiving such evidence, if any, the County determines that the Tax Abatement termination and/or the tax benefits repayment action is proper, the Taxpayer shall be provided with written notice and a hearing before the County Council of the County before any final action shall be taken terminating the Tax Abatement and/or requiring repayment of tax benefits. Said termination shall be immediate and apply to the next installment of property taxes owed by the Taxpayer and all subsequent installments of taxes thereafter.

Section 3.4 In the event the County requires repayment of the Tax Abatement benefits as provided hereunder, the Taxpayer shall, within thirty (30) days after the County Council adopts a resolution terminating the Tax Abatement and/or requiring repayment of tax benefits, pay said amount to the County with interest at the statutory rate for delinquent taxes as determined by the Indiana Code, as amended, but without penalty, and upon failure to do so, the County shall be entitled to pursue any legal remedy or equitable relief (including reasonable attorney fees or other costs associated with giving notice, litigation, or to correct Taxpayer's failure). All the Taxpayer's obligations under this Agreement shall be joint and several obligations.

Section 3.5 The provisions of this Article shall survive the termination of the Tax Abatement for a period of two (2) years.

Article IV. Releases and Waivers

Section 4.1 The Taxpayer, for itself and its respective heirs, representatives, successors and assigns (collectively, the "Releasing Parties"), hereby forever, unconditionally and irrevocably RELEASE and DISCHARGE the County and the County's past, present and future council members, officers (both appointed and elected), employees, managers, agents, insurers, fiduciaries, attorneys, representatives, successors and assigns (collectively, the "Released Parties") from (and also waive) any and all claims, demands, actions, causes of action, losses, lost profits, lost opportunities, liabilities, damages and other amounts which each of the Releasing Parties has, had, or could have in the

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future, and that have been, could have been, or could be in the future asserted against any of the Released Parties with respect to or arising out any Tax Abatement granted to the Taxpayer that is later disallowed, reversed, voided, nullified, or found to have been granted improperly or against the Act or other law, regulation, or rule by a Court or state agency having jurisdiction over such matter, or in any way connected with a Related Event (as hereinafter defined).

For purposes of this Agreement, the term "Related Event" means any action, inaction, failure to act, omissions, circumstance or event of any of the Released Parties that was related to, based upon or in any manner connected with, directly or indirectly the Tax Abatement, including, but not limited to, and without limiting in any respect the generality of the foregoing (i) any action taken on or prior to the date of this Agreement by any of the Released Parties to grant the Tax Abatement to the Taxpayer as provided in this Agreement, (ii) any failure or refusal of the County to continue the Tax Abatement after the date of this Agreement as a result of a breach, default, noncompliance or nonperformance of the Taxpayer pursuant to this Agreement, and (iii) any tax, interest or penalty imposed upon the Taxpayer as a result of the Tax Abatement being voided, terminated, denied or cancelled by any Court or government agency having jurisdiction.

Section 4.2 Notwithstanding anything herein to the contrary, no official, director, officer, employee or agent of the County shall be charged personally by the Taxpayer, its employees or agents with any liabilities or expenses of defense or be held personally liable to the Taxpayer under any term or provision of this Agreement or because of the execution by such party of this Agreement or because of any default by such party hereunder.

Section 4.3 Any litigation based on or arising out of, under, or in connection with, this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written), or actions or inactions of the County or the Taxpayer in respect thereof, will be brought and maintained exclusively in the courts of the State of Indiana. The Taxpayer hereby expressly and irrevocably submit to and consent to the jurisdiction of the courts of the State of Indiana and of the County Circuit or Superior Court in which the Real Estate is located in connection with any action or proceeding arising out of or relating to this Agreement or any documents or instrument delivered with respect to any of the obligations hereunder, and any action related to this Agreement shall be brought in such County and in such Court. The Taxpayer hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection which the Taxpayer may have or hereafter may have to the place or venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum. The Taxpayer hereby waives any right it may have to a trial by jury in respect of any litigation based on, or arising out of, under, or in connection with, this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written), or actions or inactions of the County or the Taxpayer in respect thereof.

Section 4.4 Except as prohibited by law, the Taxpayer waives any right which the Taxpayer may have to claim or recover against the County in any litigation referred to herein or otherwise referred to in this Agreement, including any actual, special, exemplary, punitive or consequential damages. The Taxpayer acknowledges, admits and agrees that its sole remedy shall be for injunctive relief with respect to any decision by the County and regarding termination of the Tax Abatement. The Taxpayer certifies (i) that neither the County, nor any representative, agent or an attorney of the County has represented, expressly or otherwise, that the County would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement, and (ii) acknowledges that, in entering into this Agreement, the County is relying upon, among other things, the waivers contained herein.

Section 4.5 The County shall not assume or be responsible for the performance of any of the Taxpayer's obligations (including the payment of any real estate tax, interest, or penalty thereon) set forth herein under any circumstances. The Taxpayer acknowledges, admits and agrees that if the County is made a party to any action, proceeding, or litigation based on, or arising out of, under, or in connection with, this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written), or actions or inactions of the County or the Taxpayer in respect thereof, the Taxpayer shall indemnify and hold the County, its present and future directors, officers (both appointed and elected), employees, managers, agents, insurers, fiduciaries, attorneys, representatives, successors and assigns harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively, the "Claims") pertaining to the this Agreement and any Tax Abatement. The Taxpayer, upon the request of the County, shall hire legal counsel to defend the County from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, the County shall be entitled to employ its own legal counsel to defend such Claims at the Taxpayer's cost or to take any action necessary to terminate the Tax Abatement.

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Article V. General Provisions

Section 5.1 This Agreement, the Statements, and any resolution approving the Tax Abatement contains the entire understanding between the County and the Taxpayer with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, and conditions, express or implied, oral or written, except as herein contained.

Section 5.2 This Agreement may not be modified or amended other than by an agreement in writing signed by the County and the Taxpayer.

Section 5.3 Neither the failure nor any delay on the part of the County to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege with respect to any occurrence or be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

Section 5.4 This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws and decisions of the courts of the State of Indiana, without regard to conflicts of law principles.

Section 5.5 The provisions of this Agreement and of each section or other subdivision herein are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part unless this Agreement is rendered totally unenforceable thereby.

Section 5.6 All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee): (i) upon hand delivery; (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid; (iii) one (1) business day after having been deposited with an expedited, overnight courier service (such as by way of example, but not limitation, Federal Express or United Parcel Service); or (iv) upon delivery of a facsimile transmission which is confirmed on the sender's facsimile machine as having been sent to the recipient at the proper facsimile number, addressed to the party to whom notice is intended to be given at the address set forth below:

Taxpayer: MILLER STEWARDSHIP LEASING, LLC
1200 N. State Road 9
LaGrange, IN 46761
Attn.: Jonas Miller
Telephone: (260) 894-1995

County: County of LaGrange, Indiana
114 W. Indiana St.
LaGrange, Indiana 46761
Attn.: Auditor
Telephone: (260) 499-6429

It is agreed that, if any party hereto is represented by legal counsel, such legal counsel is authorized to deliver written notice directly to the other party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified. Any party hereto may, at any time by giving five (5) days'

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written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

Section 5.7 This Agreement shall be binding upon and inure to the benefit of the County and the Taxpayer and their successors and assigns.

Section 5.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. By executing this Agreement, each person so executing affirms that he or she has been duly authorized to execute this Agreement on behalf of such party and that this Agreement constitutes a valid and binding obligation of such party.

Section 5.9 This Agreement, or a memorandum of this Agreement, may be recorded by the County with the County Recorder's Office in which the Real Estate is located.

Section 5.10 The Parties hereto acknowledge that the law firm of BEERS MALLERS BACKS & SALIN, LLP is the attorney for the County in this matter and has represented the Taxpayer in the past on other unrelated matters but does not represent Taxpayer in this matter. The Parties acknowledge that said lawyers disclosed that they had a conflict of interest or a potential conflict of interest in that they have been requested to prepare this Agreement by the County. The Parties further acknowledge that said lawyers advised each of them that the interests of each of them may be in conflict in that what is good for one may not be good for the other. The Parties further acknowledge that said lawyers advised them and each of them to seek their own independent counsel and the Parties acknowledge that they have had a reasonable opportunity to do so, but have elected not to. All of the Parties after being fully advised hereby consent to the law firm of BEERS MALLERS BACKS & SALIN, LLP preparing this Agreement and specifically waive any conflict of interest or potential conflicts relating thereto and relating to all matters concerning and any transactions contemplated therein. Each and every Party to this Agreement acknowledges that the law firm of BEERS MALLERS BACKS & SALIN, LLP has prepared this Agreement from information provided to it by the County or its agents and that BEERS MALLERS BACKS & SALIN, LLP has not undertaken any action to verify the sufficiency and accuracy of said information and specifically makes no representations or provides any advice to Taxpayer on the effect of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective the date and year first set forth above.

EXHIBIT "A"

REAL ESTATE

A part of the South half of the Southeast quarter of Section 13, Township 37 North, Range 9 East, Clay Township, LaGrange County, Indiana, more commonly described as follows:

Commencing at a Harrison monument marking the Southeast corner of the Southeast quarter of Section 13, Township 37 North, Range 9 East; thence North 00 degrees 43 minutes 02 seconds West, along the East line of said Southeast quarter, a distance of 469.87 feet to the Northeast corner of land conveyed to Civil Town of LaGrange, Indiana in LaGrange County deed record 03-06-0310, said point being the point of beginning of this description; thence South 75 degrees 47 minutes 25 seconds West, with the North line of said land, a distance of 450.73 (449.13 feet recorded) to a rebar with cap (Pranger) found at the Northwest corner of said land; thence South 88 degrees 54 minutes 12 seconds West, a distance of 958.08 feet to a rebar with cap (Justice 900004); thence North 00 degrees 43 minutes 02 seconds West, a distance of 953.33 feet to a rebar with cap (Justice 900004) set on the North line of the South half of the Southeast quarter of said Section 13 and being the South line of land conveyed to Donald C. and Phyllis J. Wolf Trust in LaGrange County Deed Record 02-09-0409; thence North 88 degrees 46 minutes 17 seconds East, along said described line, a distance of 372.81 feet to a rebar with cap (Justice 900004) set at the Northwest corner of land conveyed to Federal National Mortgage Association in LaGrange County Deed Record 15-04-0301; thence South 00 degrees 43 minutes 02 seconds East, a distance of 427.00 feet to a rebar with cap (Justice 900004) set at the Southwest corner of said land; thence North 88 degrees 46 minutes 17 seconds East, with the South line of said land, a distance of 1030.00 feet to a point on the East line

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of the Southeast quarter of said Section 13; thence South 00 degrees 43 minutes 02 seconds East, along the East line of said Southeast quarter, a distance of 427.30 feet to the point of beginning of this description, containing 20.00 acres, more or less.

ALSO, a tract of land located in Southeast Quarter of Section 13, Township 37 North, Range 09 East, Clay Civil Township, LaGrange County, the State of Indiana. Said tract being an Original Survey as prepared by Scott D. Zeigler PS #LS29600008, dba Hand to the Plow Surveying, LLC; 5678 West- 350 South, Albion, Indiana 46701, being represented as Plat of Survey #37-09-13-200-001. Said tract of land being part of a tract of land conveyed to Jason D. Fry and Elaine K. Fry, as described in LaGrange County Document No.17-08-0189, and being more particularly described as follows, to-wit: Commencing at a Harrison Marker located at the Southeast Corner of the Southeast Quarter of said Section 13; thence South 89 degrees 00 minutes 16 seconds West (GRID - Indiana State Plane Coordinates - LaGrange County), along the South line of said Southeast Quarter, for 489.40 feet (recorded as South 88 degrees 42 minutes 46 seconds West, for 489.40 feet and South 89 degrees 44 minutes 58 seconds West, for 489.97 feet), to the Southwest corner of a tract of land conveyed to the Civil Town of LaGrange, as described in LaGrange County Document No. 03-06-0310, said point also being the Southeast corner of said Fry tract of land and being marked by a #5 Pranger Rebar; thence North 07 degrees 18 minutes 42 seconds East (recorded as North 08 degrees 07 minutes 48 seconds East and South 07 degrees 09 minutes 29 seconds West), along the common line between the said Town of LaGrange and Fry tracts of land, for 158.25 feet to a #5 Zeigler Rebar, said point being the Point of Beginning for this description; thence continuing North 07 degrees 18 minutes 42 seconds East along the common line between said Civil Town of LaGrange and said Fry tracts of land, for 213.35 feet to a South corner of a tract of land conveyed to Jonas L. Miller and Kerston Miller, as described in LaGrange County Document No. 17-08-0352, and the Northwest Corner of said LaGrange tract of land, being marked by a #5 Pranger Rebar; thence South 89 degrees 02 minutes 03 seconds West, along said Miller tract of land, for 958.31 feet (recorded as South 89 degrees 54 minutes 42 seconds West, for 958.06 feet and South 88 degrees 54 minutes 12 seconds West, for 958.08 feet), to the Southwest corner of said Miller tract of land, said point being marked by a #5 Justice Rebar; thence North 00 degrees 34 minutes 23 seconds West (recorded as North 00 degrees 43 minutes 02 seconds West), along the West line of said Miller tract of land, for 584.43 feet to a #5 Zeigler Rebar; thence South 88 degrees 54 minutes 04 seconds West, parallel with the North line of the South half of said Southeast Quarter, for 613.80 feet to a #5 Zeigler Rebar; thence South 00 degrees 34 minutes 23 seconds East, parallel with the East line of said Southeast Quarter, for 201.20 feet to a #5 Zeigler Rebar; thence South 55 degrees 53 minutes 06 seconds East, for 1,032.29 feet to a #5 Zeigler Rebar; thence North 89 degrees 00 minutes 16 seconds East, parallel with the South line of said Southeast Quarter, for 694.00 feet to the Point of Beginning. Said tract containing 10.00 Acres, more or less, and is subject to all public road right-of-ways and easements of record.

Mr. Mike Strawser made a motion to approve the Tax Abatement Agreement for Miller Stewardship Leasing, LLC. Mr. Jeff Campos seconded the motion, and it carried with Mr. Harold Gingerich abstaining. Mr. Mike Strawser made a motion to waive the requirement for second reading. Mr. Ryan Riegsecker seconded the motion and it carried, with Mr. Harold Gingerich abstaining.

TAX ABATEMENT RESOLUTION – MILLER STEWARDSHIP LEASING, LLC

The following Resolution was presented for consideration:

RESOLUTION 2025-05-12-B

A RESOLUTION OF THE LAGRANGE COUNTY COUNCIL FOR THE DEDUCTION FROM ASSESSED VALUATION FOR THE REDEVELOPMENT OR REHABILITATION OF REAL PROPERTY – MILLER STEWARDSHIP LEASING, LLC

WHEREAS, the County Council (the "Council") of the County of LaGrange, Indiana (the "County"), has hereto before found pursuant to I.C. §6-1.1-12.1 (the "Act"), and Resolution 2010-3-8a, as amended by Resolution 2010-04-12a (collectively the "ERA Designation Resolution"), that the real estate described on Exhibit "A" attached hereto and incorporated herein is, and within, an Economic Revitalization Area; and

WHEREAS, the ERA Designation Resolution provided for deductions from assessed valuation for the redevelopment or rehabilitation of real property; and

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WHEREAS, Miller Stewardship Leasing, LLC, a Indiana limited liability company (the "Applicant") has paid all required filing fees and, pursuant to the ERA Designation Resolution, has filed with the Council a Statement of Benefits Real Estate Improvements/Form SB-1/Real Property regarding the redevelopment or rehabilitation of real estate for consideration and approval, a copy of which is attached hereto as Exhibit "B" and incorporated herein; and

WHEREAS, said Statement of Benefits of the Applicant (the "Statement of Benefits") have been reviewed by the Council and duly considered at a duly held public meeting of said Council; and

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COUNCIL OF THE COUNTY OF LAGRANGE, INDIANA, THAT:

SECTION I

The Council makes and confirms those findings necessary for approving the Statement of Benefits, those findings being to-wit:

1. The said described real estate is located within the jurisdiction of the Council for purposes set forth in I.C. §6-1.1-12.1-2; and
2. That the redevelopment or rehabilitation of real estate described herein would be of public utility and would be to the benefit and welfare of all citizens and taxpayers of the County; and
3. That the approval of the Statement of Benefits will assist in the inducement of a project that will provide employment opportunities to residents of the County; and
4. That the estimated increase in employment, increase in annual salaries, and the cost value of the redevelopment or rehabilitation of real estate, each as set forth in the Statement of Benefits are reasonably expected to occur as a result of the proposed project thus justifying the deductions; and
5. That the estimate of the value of the redevelopment or the rehabilitation is reasonable for projects of the nature set forth by the Applicant in the Statement of Benefits; the estimate of the number of individuals who will be employed or whose employment will be retained can reasonably be expected to result from the proposed redevelopment or rehabilitation of the real estate; the estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can reasonably be expected to result from the proposed redevelopment or rehabilitation of real estate; and the totality of benefits is sufficient to justify the deduction.

SECTION II

Pursuant to the ERA Designation Resolution, the type of deductions that are allowed by this Resolution is limited to the redevelopment or rehabilitation of real estate. This limitation on the type of deduction allowed is established pursuant to I.C. §6-1.1-12.1-2(i)(2).

SECTION III

Based on the information provided in the Statement of Benefits submitted by the Applicant, including: (i) the total amount of the Applicant's investment in real and personal property; (ii) the number of new full-time equivalent jobs created; (iii) the average wage of the new employees compared to the state minimum wage; and (iv) the infrastructure requirements for the Applicant's investment, the Council authorizes that the deduction from assessed valuation for the redevelopment or rehabilitation of real estate shall be for a period of five (5) years. This time limitation is established pursuant to I.C. §6-1.1-12.1-3(c) and I.C. §6-1.1-12.1-17.

Pursuant to I.C. §6-1.1-12.1-4(a) and I.C. §6-1.1-12.1-17, the percentage to be used in calculating the deduction shall be as follows:

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Year of Deduction	Percentage
1st	100%
2nd	80%
3rd	60%
4th	40%
5th	20%

The amount of deduction applicable to the redevelopment or rehabilitation of real estate pursuant to this Resolution is limited to the amounts set forth in the approved Statement of Benefits filed by the Applicant. This limitation on the amount of the deduction is established pursuant to I.C. §6-1.1-12.1-2(i)(4).

SECTION IV

The Applicant must provide the LaGrange County Auditor and the County, at the time of filing a deduction, and updated within sixty (60) days after the end of each year in which a deduction is applicable, information showing the extent to which the Applicant has been in compliance with the signed Statement of Benefits in accordance with the Act.

SECTION V

The Council incorporates I.C. §6-1.1-12.1-12 into this Resolution. The County desires, with the consent of the Applicant, to incorporate I.C. §6-1.1-12.1-14 into this Resolution for the purpose of permitting the County to charge the fee provided in said statute. For purposes of the calculation contained in I.C. §6-1.1-12.1-14(c), the percentage amount shall be equal to three percent (3.0%). The Council shall apply the fee collected as provided herein to one or more public or nonprofit entities established to promote economic development within the boundaries of the County and shall identify such entities to the LaGrange County Auditor as set forth in I.C. §6-1.1-12.1-14. Any Tax Abatement Agreement between the Applicant and the County related to the deductions from assessed valuation for the redevelopment or rehabilitation of real property approved by this Resolution is hereby confirmed and ratified and any proper officer of the Council is authorized to sign the same on behalf of the Council.

SECTION VI

No part of this Resolution shall be interpreted to conflict with any local, state or federal laws, and all reasonable efforts should be made to harmonize the same. Should any section or part thereof of the Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Resolution as a whole, or any other portion thereof other than that portion so declared to be invalid, and for this purpose the provisions of the Resolution are hereby declared severable.

SECTION VII

This Resolution shall be effective upon promulgation according to law.

Adopted and resolved this 12th day of May, 2025.

EXHIBIT "A"
REAL ESTATE DESCRIPTION

A part of the South half of the Southeast quarter of Section 13, Township 37 North, Range 9 East, Clay Township, LaGrange County, Indiana, more commonly described as follows:

Commencing at a Harrison monument marking the Southeast corner of the Southeast quarter of Section 13, Township 37 North, Range 9 East; thence North 00 degrees 43 minutes 02 seconds West, along the East line of said Southeast quarter, a distance of 469.87 feet to the Northeast corner of land conveyed to Civil Town of LaGrange, Indiana in LaGrange County deed record 03-06-0310, said point being the point of beginning of this description; thence South 75 degrees 47 minutes

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25 seconds West, with the North line of said land, a distance of 450.73 (449.13 feet recorded) to a rebar with cap (Pranger) found at the Northwest corner of said land; thence South 88 degrees 54 minutes 12 seconds West, a distance of 958.08 feet to a rebar with cap (Justice 900004); thence North 00 degrees 43 minutes 02 seconds West, a distance of 953.33 feet to a rebar with cap (Justice 900004) set on the North line of the South half of the Southeast quarter of said Section 13 and being the South line of land conveyed to Donald C. and Phyllis J. Wolf Trust in LaGrange County Deed Record 02-09-0409; thence North 88 degrees 46 minutes 17 seconds East, along said described line, a distance of 372.81 feet to a rebar with cap (Justice 900004) set at the Northwest corner of land conveyed to Federal National Mortgage Association in LaGrange County Deed Record 15-04-0301; thence South 00 degrees 43 minutes 02 seconds East, a distance of 427.00 feet to a rebar with cap (Justice 900004) set at the Southwest corner of said land; thence North 88 degrees 46 minutes 17 seconds East, with the South line of said land, a distance of 1030.00 feet to a point on the East line of the Southeast quarter of said Section 13; thence South 00 degrees 43 minutes 02 seconds East, along the East line of said Southeast quarter, a distance of 427.30 feet to the point of beginning of this description, containing 20.00 acres, more or less.

ALSO, a tract of land located in Southeast Quarter of Section 13, Township 37 North, Range 09 East, Clay Civil Township, LaGrange County, the State of Indiana. Said tract being an Original Survey as prepared by Scott D. Zeigler PS #LS29600008, dba Hand to the Plow Surveying, LLC; 5678 West- 350 South, Albion, Indiana 46701, being represented as Plat of Survey #37-09-13-200-001. Said tract of land being part of a tract of land conveyed to Jason D. Fry and Elaine K. Fry, as described in LaGrange County Document No.17-08-0189, and being more particularly described as follows, to-wit: Commencing at a Harrison Marker located at the Southeast Corner of the Southeast Quarter of said Section 13; thence South 89 degrees 00 minutes 16 seconds West (GRID - Indiana State Plane Coordinates - LaGrange County), along the South line of said Southeast Quarter, for 489.40 feet (recorded as South 88 degrees 42 minutes 46 seconds West, for 489.40 feet and South 89 degrees 44 minutes 58 seconds West, for 489.97 feet), to the Southwest corner of a tract of land conveyed to the Civil Town of LaGrange, as described in LaGrange County Document No. 03-06-0310, said point also being the Southeast corner of said Fry tract of land and being marked by a #5 Pranger Rebar; thence North 07 degrees 18 minutes 42 seconds East (recorded as North 08 degrees 07 minutes 48 seconds East and South 07 degrees 09 minutes 29 seconds West), along the common line between the said Town of LaGrange and Fry tracts of land, for 158.25 feet to a #5 Zeigler Rebar, said point being the Point of Beginning for this description; thence continuing North 07 degrees 18 minutes 42 seconds East along the common line between said Civil Town of LaGrange and said Fry tracts of land, for 213.35 feet to a South corner of a tract of land conveyed to Jonas L. Miller and Kerston Miller, as described in LaGrange County Document No. 17-08-0352, and the Northwest Corner of said LaGrange tract of land, being marked by a #5 Pranger Rebar; thence South 89 degrees 02 minutes 03 seconds West, along said Miller tract of land, for 958.31 feet (recorded as South 89 degrees 54 minutes 42 seconds West, for 958.06 feet and South 88 degrees 54 minutes 12 seconds West, for 958.08 feet), to the Southwest corner of said Miller tract of land, said point being marked by a #5 Justice Rebar; thence North 00 degrees 34 minutes 23 seconds West (recorded as North 00 degrees 43 minutes 02 seconds West), along the West line of said Miller tract of land, for 584.43 feet to a #5 Zeigler Rebar; thence South 88 degrees 54 minutes 04 seconds West, parallel with the North line of the South half of said Southeast Quarter, for 613.80 feet to a #5 Zeigler Rebar; thence South 00 degrees 34 minutes 23 seconds East, parallel with the East line of said Southeast Quarter, for 201.20 feet to a #5 Zeigler Rebar; thence South 55 degrees 53 minutes 06 seconds East, for 1,032.29 feet to a #5 Zeigler Rebar; thence North 89 degrees 00 minutes 16 seconds East, parallel with the South line of said Southeast Quarter, for 694.00 feet to the Point of Beginning. Said tract containing 10.00 Acres, more or less, and is subject to all public road right-of-ways and easements of record.

Mr. Mike Strawser made a motion to approve the Tax Abatement Resolution for Miller Stewardship Leasing, LLC. Mr. Jeff Campos seconded the motion, and it carried with Mr. Harold Gingerich abstaining. Mr. Mike Strawser made a motion to waive the requirement for second reading. Mr. Ryan Riegsecker seconded the motion and it carried, with Mr. Harold Gingerich abstaining.

TAX ABATEMENT COMPLIANCE

Mrs. Kathryn Hopper, LaGrange County Auditor, presented a Compliance with Statement of Benefits for Real Estate Improvement from K-Z Inc., Dallas Lake Holding Co., LLC, and Middlebury Cheese Company, LLC DBA MMPA Real Estate, LLC.

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Mr. Jeff Campos made a motion to approve compliance with recommendation from Jim Young. Mr. Ryan Riegsecker seconded the motion and it carried unanimously.

INKEEPERS LEGISLATION

Mr. Jim Young, presented a motion to authorize the County Attorney to take necessary steps for the tax commission:

A MOTION TO AUTHORIZE THE COUNTY ATTORNEY TO PRESENT LEGISLATION ON THE LAGRANGE COUNTY INNKEEPER'S TAX AND RELATED INITIATIVES.

WHEREAS, on May 6, 2025, Indiana Governor Braun signed into law House Enrolled Act 1427 (2025), Section 109 of which, when effective, will enable and/or reasonably require, among other things: (1) the LaGrange County Council to increase the rate of its current innkeeper's tax; and (2) the County Commissioners to reestablish the related County tax commission.

I hereby move that the County Attorney be authorized and directed to: (1) take all action necessary and/or proper to present local legislation to: (a) increase the LaGrange County innkeeper's tax to the statutorily allowable maximum as of July 1, 2025; (b) reform, as directed by the County Commissioners, the County's tax commission for the promotion of convention, visitor, and tourism industry to comply with HEA 1427 (2025); (c) reestablish the convention, visitor, and tourism promotion fund; (d) make all other appropriate related housekeeping changes; and, (2) work with representatives of the County, the tax commission, the LaGrange County Convention and Visitors Bureau, local state representatives, and state agencies, as appropriate.

Mr. Mike Strawser made a motion to approve the motion to authorize the County Attorney to proceed with work towards "housekeeping changes". Mr. Jeff Campos seconded the motion, and it carried unanimously.

ADDITIONAL APPROPRIATIONS

Mr. Jim Young presented the following Ordinance of Additional Appropriations:

ORDINANCE OF ADDITIONAL APPROPRIATIONS

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget, now THEREFORE:

Sec 1: Be it ordained by the LaGrange County Council, LaGrange, Indiana, that for the following additional sums of money are hereby appropriated and ordered set apart out of the several funds herein named for the purposes herein specified, subject to the laws governing the same.

	REQUESTED AMOUNT
<u>1172 MAJOR MOVES</u>	
1172-40411-0000 EDC Office/Child Care Center 2025	\$2,220,000.00
1172 -40412-0000 Lima Town Park Restrooms 2025	50,000.00
<u>1179 PARK NON-REVERTING OPERATING</u>	
1179-40510-0000 Well System	9,000.00
<u>1191 RIVERBOAT</u>	
1191-04119-0000 Council on Aging – Storage Barn	25,000.00
<u>9127 PROBLEM SOLVING COURT GRANT</u>	

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9127-55128-000 Return of unspent Grant Funds

\$10,000.00

Mr. Harold Gingerich made a motion to approve the Ordinance. Mrs. Karen Eagleson seconded the motion, and it carried unanimously. Mr. Harold Gingerich made a motion to waive the requirement for second reading. Mr. Jeff Campos seconded the motion, and it carried unanimously.

RESOLUTION TO TRANSFER FUNDS

Mr. Jim Young read the following Resolution to Transfer Funds:

	<u>DECREASE</u>	<u>INCREASE</u>
<u>COUNTY GENERAL - SURVEYOR</u>		
1000-20019-0006 Office Supplies	650.00	
1000-40005-0006 Equipment		650.00
 <u>4701 SELF INSURANCE</u>		
4701-000-05-5001 Monthly distribution Claims Funding Request	62,824.70	
<u>4702 SELF INSURANCE CLEARING</u>		
4702-000-03-3001 Health insurance claims		62,824.70
 <u>1179 PARK NON-REVERTING</u>		
1179-000-40112-0000 Picnic tables/grills	156.80	
1179-40501-0000 Archery targets		156.80

Mr. Jeff Brill made a motion to approve the Resolution to Transfer Funds. Mr. Jeff Campos seconded the motion, and it carried unanimously.

LEGAL CLAIMS

Mr. Harold Gingerich presented the legal claims in the amount of \$33,562.50 for March 2025, from Beers Mallers. Mr. Harold Gingerich made a motion to approve the legal claims. Mr. Jeff Campos seconded the motion, and it carried unanimously.

MINUTES

Mr. Mike Strawser made a motion to approve the April 14, 2025 regular session minutes and April 14, 2025 joint session. Mr. Ryan Riegsecker seconded the motion and it carried unanimously.

BUGGY PLATES

Mr. Jim Young proposed moving forward with budgeting for all new plates for next year. And directed the Auditor to implement this change in the coming budget process.

CORRESPONDENCE

WARN Notification – DRV, LLC and Cruiser RV - Mass Layoff/Closure

ADJOURNMENT

There being nothing further to come before the Board at this time, Mr. Mike Strawser made a motion to adjourn and meet on any subsequent day necessary to carry on the business of the Board. Mr. Harold Gingerich seconded the motion and it carried unanimously.

Jeffrey L. Brill

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Jeffrey A. Campos

Harold D. Gingerich
Harold D. Gingerich

Karen Eagleson
~~Steven E. McKawon~~ KAREN EAGLESON

Ryan J. Riegsecker
Ryan J. Riegsecker

Michael G. Strawser
Michael G. Strawser

James R. Young
James R. Young

ATTEST:

Kathryn Hopper
Kathryn Hopper
LaGrange County Auditor

