

**Burns Harbor Redevelopment Commission  
Minutes of June 9, 2021**

The Redevelopment Commission of the Town of Burns Harbor, Porter County, Indiana met in a regular session on Wednesday, June 9, 2021 in the Town Hall and virtually via Zoom. The meeting was called to order by Redevelopment Commission President, Eric Hull at 6:00 p.m.

This meeting was made available to the public in accordance with Governor Holcomb’s Executive Order 20-09. It was streamed on both Zoom and Facebook Live.

The Pledge of Allegiance to the American Flag was recited.

**Roll Call:**

Commissioner Biancardi (Toni).....	Absent
Commissioner Bozak (Roseann) .....	Present
Commissioner Enslen (Brad) .....	Present
Commissioner Hull (Eric) .....	Present
Commissioner Loving (Nick).....	Arrived Late - Via Zoom
Commissioner Schnabel (Tom) (non-voting member)..	Absent

**Additional Officials Present**

Attorney-Clay Patton  
Burns Harbor Clerk-Treasurer-Jane Jordan  
Karnerblue Era-Consultant-Tina Rongers  
Recording Secretary-Marge Falbo

**Also Present**

Sarah Oudman

**Approval of Minutes**

Commissioner Bozak makes a motion to the approve the May 12, 2021 meeting minutes. Commissioner Enslen seconded the motion. Commissioner, Commissioner Enslen–Aye, Commissioner Bozak–Aye, Commissioner Hull–Aye. Motion passed.

**Reports**

**Commissioners**

None

**Clerk-Treasurer**

Clerk-Treasurer Jordan: I just want to remind everybody of Indiana Code 36-7-25-8 that you as a Board inviting overlapping taxing units to your meeting to explain your budget and what you are going with the TIF funds. We just submitted the report that’s due June 15, 2021. You have until the end of the year, but this will serve as a reminder to do that.

**RDC Attorney**

Attorney Patton: The minutes should reflect that Commissioner Loving is present electronically. The only other matter is the Council members and Clerk Treasurer are aware the resolution I prepared for the Council with regards to the policy and new law that was passed about six weeks ago and signed into law with regards to electronic meetings once the pandemic ends. I have inquired with the Indiana Public Access Counselor with the Association of Municipalities and it appears that each governing body needs to pass a similar resolution. The Town Council can’t pass a resolution for such a policy and it’s a blanket for the Plan, BZA, RDC, Sanitation. Each entity needs to pass its own resolution. So, if that’s the wishes of each governing body, I will create that. Essentially, what this law allows is for electronic meetings to be held and once the pandemic and the public health emergency no longer exists you still have to physically have a quorum present. For example, If someone is visiting a parent in Arizona or someone is on vacation, you can’t have successive meetings in a row. You can’t do two or more in a row. There are different provisions in the statute. I just wanted to let this body know. I can prepare one for July. Currently the public health emergency is through, I believe July 1<sup>st</sup>. We’ll know week by week or month by month if it’s going to continue.

Commissioner Hull: I would say go and prepare it for review of the Board.

### **RDC Engineers**

None

### **RDC Consultant-Karnerblue**

Rongers: I just want to report briefly on the status of where we are with several grants.

The Next Level Trails grant – the Ribbon Cutting Ceremony was held last Friday, and we are now working to close out that grant, so we are in the final paperwork of that aspect of it.

We do have the Lake Michigan Coastal Program grant for the Marquette Greenway. This is to help with the on-going operations and maintenance plan of the Trail as well as the greenway surrounding that so we will be initiating that grant in the coming weeks going into the grant agreement at this time.

We have two grants that are just still in a pending stage.

If you recall, we have the Arcelor Mittal Cleveland-Cliffs donation of \$100,000 through the Sustain Our Great Lakes Program that was the pass-through through the Shirley Heinze Land Trust. We are coordinating with that and that is to focus on environmental restoration and invasive species control on the 60-acre area.

The IDEM electric vehicle grant provides for a station that will be installed at Westport. That's just pending. We are in the design and engineering of that project.

For the Marquette Recreation Trails program and the CMAC grant, we're still waiting on environmental approval through the State and we are working diligently to coordinate the most expeditious approval of that process.

That would be the update on the grants.

We do have interest in some of our larger parcels in Town, so we are working with some of the brokers in the area to gather some data that's needed to support those and consolidate them into fact sheets.

Commissioner Enslin: I have a question. The 60-acre parcel over here. There's wooded areas and then there's areas that look like they were once cleared fields. Those cleared areas, do we know if those cleared areas were all forested before the first settlers came here? Was that cleared by man?

Rongers: We did do an environmental study of Phase 1 of the property, so we do have a history of the property. I don't recall the exact year, so I would say that much like what we see around here that that would have been a wooded forested area natural to the Dunes here. It was cleared at one time for farming the homestead that was located on that site. It was never used for industrial purposes.

Commissioner Enslin: Do we have, or should we consider a long-term plan (if that was forested land originally) should we allow that to rewild into forest or is it now a high-quality prairie? Should we leave it like that?

Commissioner Hull: I understand that is Shirley Heinze Land Trust. That is what they specialize in and that's why we partnered with them.

Commissioner Enslin: There's management and then there's management. There's management to keep invasive species out but then keeping everything frozen in time in 2021 as we found it or purposely allowing it to come up with a plan with Shirley Heinze and whatever the Park service likes.

Rongers: We have about three grants right now that address the question you're asking which is:

1. How do we maintain a natural area
2. How do you promote a healthy habitat on the property.

The Coastal program is going to help us with understanding what are the high-end species that might be there. Endangered species. So they will help us understand what's here, plants and trees. Some of this we have through out Marquette Next Level Trails grant and some environmental work with them. Through our work on the Marquette Greenway Trail and some of Wetland Mitigation we do have some tree plantings in the 60-acre area. Then separately we'll be doing a planting process with Shirley Heinze and project partners like National Park and so forth to use some of data we already gathered in our development efforts on this property. We'll be looking at types of plant or trees species that would best support the local habitat and then we actually have some dollars through that donation to do some on the groundwork. This is what will be taking place in the coming months. That plan will help shape and answer some of these questions that you have and also inform the Town about the cost from a planning perspective in the years going forward and how to take care of this new infrastructure that's going on.

Commissioner Hull: I just want to thank you again, Rongers, for all the hard work you put into the Ribbon Cutting...

Commissioner Loving: I just want to say thank you so much for setting up the event last week and putting that on. It was a professional A+ event and it was a really good showing for the entire Town. I really appreciate it and thank you so much.

Rongers: You're welcome. It was a team effort and I just want to extend my thanks also to Town, Fire Department, Streets and Sanitation. The Fire Department helped coordinate a lot of the set up and space for us and managing the people that were here.

### Duneland School Board Representative

None

### Correspondence

None

### Old Business

#### Marquette Greenway Trail Update

Attorney Patton: With regard to the Mnoke Prairie Temporary Access License-this is somewhat standard but not because we view this as a temporary access, and it says

Do we know when this work will start because we'll have to be conscientious of when it starts and therefore when it ends.

If we sign this now the work would have to be done by the end of July.



at its sole cost and expense, shall keep and maintain the Property in a clean and orderly condition at all times and shall keep the Property free of materials and debris except when such are being actively used by Licensee in accordance with this License Agreement.

10. Licensee acknowledges that the use of the Licensed Area shall be done at Licensee's sole risk, cost and expense, and that Licensee shall be solely responsible for obtaining and maintaining all necessary permits, rights-of-way and approvals associated with or required for the use of the Licensed Area.

11. NIPSCO may locate, install, move or remove the Licensed Area, "Temporary Access" or any portion of the Property as NIPSCO determines is needed, in order to allow NIPSCO to operate, inspect, maintain, construct, repair, alter, replace and/or upgrade the Property or any NIPSCO Facilities.

12. Licensee agrees that it will not take any action that results in the release of a pollutant, contaminant or Hazardous Substance (as defined herein), at or from the Property. Licensee shall immediately notify NIPSCO of any release or discovery of a spill, release of a pollutant, contaminant or Hazardous Substance on the Property caused by Licensee or its contractors and regardless of whether such release is reportable under law.

13. Licensee shall comply with all governmental statutes, ordinances, regulations, orders and directives concerning public health, safety or the environment ("Environmental Laws") applicable to its activities within, on and along the Property.

14. Licensee covenants and agrees to indemnify, hold harmless and defend NIPSCO, its agents and employees from and against any and all losses, damages, liability, claims for damages or account of or by reason of injury, including death, which may be sustained by any person (including without limitation the employees of Licensee, and any contractor or

subcontractor of Licensee), from and against any and all damages to property, including environmental contamination or liability and loss of use (including without limitation damage to or loss of use of property of NIPSCO), caused by or arising out of any act or omission of Licensee, its agents, employees or subcontractors, in connection with the temporary access and construction staging site, the presence of Licensee, and of Licensee's employees, contractor, subcontractors, agents and facilities, on the Property and/or Licensee's breach of this License Agreement, except to the extent that the same shall be found to have been caused by the joint or concurrent negligence of NIPSCO, its agents or employees.

15. Licensee shall ensure that any and all subcontractors on the Property, at all times during which people or materials subject to their supervision or control are on the Property, maintain in effect from a company or companies authorized to do business in the State of Indiana and approved by the National Association of Insurance Commissioners, or through self-insurance, the following minimum insurance: (a) General Liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per person combined single limit for bodily injury and with a general aggregate of Two Million Dollars (\$2,000,000.00) per occurrence against all claims and demands for any injury to persons and for any property damage, which may occur or be claimed to have occurred as the result of the activities or risk of the Property, naming NIPSCO an additional insured, it being understood and agreed that these limits may be provided by a combination of primary and excess liability policies; (b) Comprehensive Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage, again, it being understood and agreed that these limits may be provided by a combination of primary and excess liability policies; (c) Workers Compensation insurance in an amount not less than the statutory minimum provided under Indiana law; and (d) Excess or Umbrella Liability insurance with a combined single limit of not less than Three Million Dollars (\$3,000,000.00) per occurrence and per occurrence per location aggregate.

16. This License Agreement and the License herein granted shall expire on (6) weeks from the date hereof, but may be terminated before that date, by either NIPSCO or the Licensee by giving the other party written notice of termination, at least twenty (20) days in advance of the effective date of such termination.

17. Licensee releases and waives any and all rights to recover any and all losses, claims, expenses, and damages for personal injuries, property damages, loss of life or property

from NIPSCO for or on account of any loss of any kind or nature suffered by Licensee arising out of Licensee's use of the Property and assigns all risk of injuries or damages to its officers, employees, contractors or agents.

18. All written notices received or permitted under this License Agreement shall be served by (i) certified mail, return receipt requested, to the party to whom the same is directed at that party's respective address, as set forth below (i) overnight delivery by recognized overnight carrier to the party to whom the same is directed at that party's respective address, as set forth below, or (ii) facsimile transmission to the party to whom the same is directed at that party's respective facsimile number, as set forth below (provided that the facsimile confirmation sheet showing successful transmission is retained by the sender).

If to NIPSCO: Northern Indiana Public Service Company LLC, 801 East 86th Avenue, Merrillville, Indiana 46410, Attn: NIPSCO Hook Station, Telephone: (219) 647-4117.

With a copy to: Angela Hill Williams, Senior Counsel, NSource Corporate Services Company, 801 East 86th Avenue, Merrillville, IN 46410, Telephone: (317) 563-4832.

If to Licensee: \_\_\_\_\_

Or of such other address or facsimile number as either party may from time-to-time designate by giving written notice, as provided herein. The date of service of notice shall be the date on which such notice is received (or, alternatively, if notice is given by certified mail, the date upon which receipt is returned).

19. Licensee shall cooperate with NIPSCO with respect to monitoring the Property for any unauthorized entry or trespass, and with respect to any lawful actions taken by NIPSCO to prevent, or enforce its rights against any person committing, such unauthorized entry or trespass.

20. Licensee shall use the Property solely for purposes of the use of the Licensed Area, and shall not allow, and shall take reasonable measures to prevent, use of the Property and the Licensed Area by any other persons or for any purpose.

21. This License Agreement grants permission for only the Licensed Area, and shall not be deemed or construed as granting permission for any other or further use of the Property. Further, the License is applicable to only the foregoing described Property, and no additional rights of ingress and/or egress other than those specifically described above shall be used without

first obtaining written approval from NIPSCO. Licensee shall not assign this License Agreement or the License herein granted without obtaining the prior written consent of NIPSCO.

22. This License Agreement contains the entire agreement and understanding of the parties hereto with respect to the License herein granted. No part of this License Agreement may be amended or modified, except in writing signed by both NIPSCO and Licensee. Should any provision of this License Agreement be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, then the other provisions contained herein shall remain in full force and effect and shall be unaffected by such declaration.

23. The terms, conditions and covenants set forth herein shall be binding upon, and accrue to the benefit of NIPSCO and Licensee, and each of their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this License Agreement as of the date provided above.

TOWN OF BURNS HARBOR, By: Eric Hill, President, Burns Harbor Redevelopment Commission

NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC, By: Philip A. Patrick, Leader Survey & Land

EXHIBIT A Temporary Access and Construction Staging Details



NIPSCO ON-SITE POINT OF CONTACT (POC): STEVE GARDER, 239 246 7060 / 219-386-8491 (P), SGARDER@NIPSCO.COM

ADDITIONAL TERMS:

- RELOCATION DOCUMENTATION IS REQUIRED AND MUST BE APPROVED BY NIPSCO ENVIRONMENTAL PRIOR TO RELEASE.
• DISTURBED AREAS MUST BE RESTORED WITH THE APPROPRIATE SP/VS SED PER WITH COVER CROP. SED PER MUST BE LOCAL SOURCE PATHS (SUD/PT/ST/AL) AND APPROVED BY NIPSCO ENVIRONMENTAL.
• ACCESS IS STRICTLY LIMITED TO THE EXISTING ACCESS ROAD. THE LARGE POT HOLLOWATOR MAY NEED IMPROVEMENT.
• IN THE EVENT OF A SPILL OR IF POUL W/ALLIUM, STAVED, OR OTHERWISE SUSPECT MATERIALS ARE ENCOUNTERED, STOP WORK AND CONTACT THE ENVIRONMENTAL RESPONSE NUMBER (219-648-6434). ACTIVITIES MAY NOT RECOMMENCE UNTIL CLEARANCE IS GRANTED BY NIPSCO ENVIRONMENTAL.

Rongers: So this is part of our mitigation work for the Next Level Trails but the mitigation work that's done at Mnoke. We have been coordinating with the National Park and my understanding is this project is ready to go. We need this signed so we can move forward.

Attorney Patton: Who is the Licensee going to be?

Rongers: My understanding is it would be Commissioner Hull as the contact. Peterson at SEH requested that Commissioner Hull be the signatory on this document.

Attorney Patton: Who's been negotiating back and forth?

Rongers: SEH has.

Commissioner Hull: And Soil Solutions.

Rongers: I just pulled up the email from Peterson stating the work has been completed but the agreement was not signed. So we need to document that. This is something that slipped through the cracks.

Attorney Patton: I guess before we sign it I want to make sure whoever did the work, who the subcontractors were and we make sure they have the insurance they say they have because if something did happen...I would suggest you find that out before we sign this.

*Westport PUD Update*

Commissioner Hull: The only update I have is the Plan Commission forwarded a favorable recommendation to the Town Council to accept the the Westport PUD Ordinance Amendment.

**New Business**

*Police Truck Transport Systems*

Police Chief Heckman: We're looking to get cages for our cars. We've been having a lot of problems with people getting out of handcuffs. At this point we have never asked because we've never been able to get cages with side impact bags. Now they're making the bags that come out of the seats instead of the top, so we're capable of putting half cages in these cars. We have two options for this.

	
F-150 Transport	SUV Transport
<b>Option 1: 5 patrol cars at \$7,857.41:</b>	
F-150 Transport-1	SUV Transport-4
<b>Option 2: 8 patrol cars at \$12,387.50:</b>	
F-150 Transport-1	SUV Transport-7

Commissioner Hull: Is it worth it to do the other four?

Officer Haynes: The single prisoner transport system is designed for officer safety and liability. If somebody gets out of their handcuffs and they jump out of the car when we're going down the road, we're responsible.

If we did all the cars we would never have to buy them again and as we recycle cars out the cages would be transferred into new vehicles the Town would purchase.

### *Police Bikes*

Officer Haynes: One of the grant opportunities available to us from ICGI is Non-Motorized Patrol Grant. It's Federal dollars that are paid to the State and distributed to agencies for officers to be out on non-motorized patrol. Bicycle patrol, foot patrol, it's paid out to the officers at time and a half. The Town pays the officers and then the Town is reimbursed quarterly by the State. You just have to have the means to do the patrols. Bicycles. They will provide iPads to the departments so in theory you could write citations from the bicycle on the iPad. So in the subdivisions, you can stop a car on a bicycle issue a citation for a stop sign or disregarding a traffic control device.

Commissioner Hull: I like the idea of a bike just to go down the Trail once in a while. The safety of people. There was a comment made on social media about how scary it is out there. I never thought it was unsafe out there but then again I'm not a 19-year old female by myself in the woods. How much are the bikes?

Officer Haynes: The bike is \$1,500 completely equipped. It comes marked Police from the manufacturer and is actually specific for police patrols. It's not just a general mountain bike. It's designed for police and it's the same bikes used by the Sheriff's Department.

Police Chief Heckman: I would like to get two of them, if possible. Everybody wants bikes.

Commissioner Hull: I'm all for getting them some bikes to go out on the Trail. The cages you guys definitely need. Commissioner Loving we have a quote here of for all of the police vehicles for \$12,387.50. Complete safety. We also have a quote from the police bike store for \$1,499.95 for a really cool bike with all the bells and whistles.

Commissioner Loving: I have no objection to either request.

Commissioner Hull: I believe we have the funds available.

Rongers: I believe we do have two-line items in the budget that funds can be delegated from.

Commissioner Hull: We have funds available in Other Improvements, Other Equipment and Other Capital Layouts. Currently there has not been anything spent from those (if I'm reading this correctly) according to the financial report from Clerk-Treasurer Jordan and that is as of this month.

Commissioner Bozak makes a motion to the approve the purchase of the prisoner transport cages in the amount of \$12,387.50. Commissioner Loving seconded the motion. Commissioner Enslin-Aye, Commissioner Loving-Aye, Commissioner Bozak-Aye, Commissioner Hull-Aye. **Motion passed.**

Commissioner Enslin makes a motion to the approve the purchase of two police bicycles for the police department in the amount of \$3,000.00. Commissioner Bozak seconded the motion. Commissioner Loving-Aye, Commissioner Bozak-Aye, Commissioner Enslin-Aye, Commissioner Hull-Aye. **Motion passed.**

### **Approval of Claims Register**

Commissioner Bozak makes a motion to approve the Claims Register. Commissioner Enslin seconded the motion. Commissioner Bozak-Aye, Commissioner Enslin-Aye, Commissioner Loving-Aye, Commissioner Hull-Aye. **Motion passed.**

### **Approval of Financial Report for the Month of May 2021**

Commissioner Bozak makes a motion to approve the Financial Report for the Month of May 2021. Commissioner Enslin seconded the motion. Commissioner Enslin-Aye, Commissioner Loving-Aye, Commissioner Bozak-Aye, Commissioner Hull-Aye. **Motion passed.**

### **Good of the Order**

None

**Adjournment**

Commissioner Bozak makes a motion to adjourn. Commissioner Enslin seconded the motion. Commissioner Bozak–Aye, Commissioner Enslin–Aye, Commissioner Loving–Aye, Commissioner Hull–Aye. Motion passed.

The meeting concluded at 6:45 p.m.

**Approved on July 14, 2021**

REDEVELOPMENT COMMISSION  
FOR THE TOWN OF BURNS HARBOR

\_\_\_\_\_  
Eric Hull, President

\_\_\_\_\_  
Brad Enslin, Vice President

\_\_\_\_\_  
Toni Biancardi, Secretary

\_\_\_\_\_  
Roseann Bozak

\_\_\_\_\_  
Nick Loving

ATTEST:

\_\_\_\_\_  
Marge Falbo, Recording Secretary