



FILED

AUG 28 2025

GALE A. NEULIEB  
CITY CLERK  
OF MICHIGAN CITY

## AGENDA COMMON COUNCIL – IN PERSON - REGULAR MEETING

Tuesday, September 2, 2025

Meeting to be held at **6:30 p.m.**, local time,  
in the Council Chambers, City Hall 100 E. Michigan Blvd.  
and Hosted by “Hybrid/Zoom” and **streaming live on the**  
**Access LaPorte County Facebook page**  
See attached to connect to “Hybrid/Zoom.”

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### CALL TO ORDER BY COUNCIL PRESIDENT

### PLEDGE OF ALLEGIANCE TO THE FLAG and PRAYER

### ROLL CALL

### APPROVAL OF MINUTES

Regular Council (Hybrid/Zoom) August 19, 2025

### REPORTS OF STANDING COMMITTEES

### FINANCE COMMITTEE MEETING

**CLAIMS DOCKET**

**September 2, 2025**

Fund #2235 – Riverboat – Claims -	\$	0.00
EFT	\$	250,000.00
Rainy Day (Fund 2236)	\$	138,480.10
Fund #2504 – Boyd Development -	\$	0.00
EFT	\$	0.00
TOTAL CLAIMS	\$	388,480.10

**REPORTS FROM BOARDS AND COMMISSIONS**

**REPORTS OF SPECIAL or SELECT COMMITTEES**

**REPORTS from MAYOR OR OTHER CITY OFFICERS AND DEPARTMENTS**

**Skylar York, Director of the City Redevelopment Department Introduction of Phoenix Investors' Proposed Data Center – “Maize”**

- Presentation will cover project development details and financials.

## **PETITIONS**

## **COMMUNICATIONS**

Correspondence was received in the Clerk's Office on August 27, 2025, from Minority Health Partners of LaPorte County regarding the purposed "Data Center".

Correspondence was received in the Clerk's Office on August 27, 2025, from Ashley Williams, regarding the purposed "Data Center".

Correspondence was received in the Clerk's Office on August 27, 2025, from Donald Babcock, regarding the purpose "Data Center".

Correspondence was received in the Clerk's Office on August 26, 2025, from Nick Sommer, regarding the purpose "Data Center".

Correspondence was received in the Clerk's Office on August 25, 2025, from St. Andrews Products, regarding the purposed "Data Center".

Correspondence was received in the Clerk's Office on August 25, 2025, from Scott Meland, regarding the council's support to serve on the Michigan City Police Civil Service Commission.

Correspondence was received in the Clerk's Office on August 25, 2025, from Patti Messina, regarding the purpose "Data Center".

Correspondence was received in the Clerk's Office on August 25, 2025, from Jeff Bennett, regarding the purposed "Data Center".

Correspondence was received in the Clerk's Office on August 22, 2025, from Jesse Baldwin, regarding the purposed "Data Center".

A notice was received in the Clerk's Office on August 19, 2025, from IDEM regarding the receipt of an Air Permit Application.

## **COMMENTS FROM THE PUBLIC**

### **Note Regarding Public Comment – Proposed Data Center Project**

This evening, four resolutions related to the **proposed data center project “Maize”** will be presented to the Council. Public comments on **all four (4) resolutions** will be held before **all resolutions have been read**.

- **Individuals wishing to speak must sign up in advance.**
- **Each speaker will be limited to three minutes.**
- **One hour will be allotted for public comments. After this time, public comments will be closed.**

### **Please note:**

A formal public hearing on the “Economic Revitalization Area” (ERA) designation was held on **August 4, 2025**, and was advertised in the Herald Dispatch on **July 24, 2025**. There is **no additional public hearing** scheduled for this evening.

## **RESOLUTIONS**

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MICHIGAN CITY, INDIANA GRANTING PHOENIX MICHIGAN CITY INVESTORS LLC AN ASSESSED VALUATION DEDUCTION (TAX ABATEMENT) FOR A VACANT BUILDING DEDUCTION PURSUANT TO INDIANA CODE 6-1.1-12.1**

**Introduced by:** Tracie Tillman  
Tim Bietry  
Dr. Vidya Kora  
Bryant Dabney

**RESOLUTION      A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MICHIGAN CITY, INDIANA GRANTING PHOENIX MICHIGAN CITY INVESTORS LLC AN ASSESSED VALUATION DEDUCTION (TAX ABATEMENT) FOR REAL PROPERTY, PURSUANT TO INDIANA CODE 6-1.1-12.1**

**Introduced by:** Tracie Tillman  
Tim Bietry  
Dr. Vidya Kora  
Bryant Dabney

**RESOLUTION      A RESOLUTION OF THE CITY OF MICHIGAN CITY COMMON COUNCIL CONFIRMING RESOLUTION NO. 4960 THAT DESIGNATED AND ESTABLISHED A CERTAIN AREA OF THE CITY OF MICHIGAN CITY, INDIANA AS AN ECONOMIC REVITALIZATION AREA TO WHICH DEDUCTIONS OF ASSESSED VALUE MAY BE REQUESTED BY AN APPLICANT TO THE COMMON COUNCIL OF THE CITY OF MICHIGAN CITY PURSUANT TO INDIANA CODE 6-1.1-12.1**

**Introduced by:** Tracie Tillman  
Tim Bietry  
Dr. Vidya Kora  
Bryant Dabney

**RESOLUTION      A RESOLUTION APPROVING A TAXPAYER AGREEMENT FOR  
"PROJECT MAIZE," A NEW ECONOMIC DEVELOPMENT PROJECT  
LOCATED AT THE ADDRESS COMMONLY KNOWN AS 402 ROYAL  
ROAD IN MICHIGAN CITY, INDIANA**

**Introduced by:** Tracie Tillman  
Tim Bietry  
Dr. Vidya Kora  
Bryant Dabney

**RESOLUTION      A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF  
MICHIGAN CITY, INDIANA, REGARDING THE FUTURE OF THE  
INDIANA STATE PRISON PROPERTY**

**Introduced by:** Tracie Tillman  
Daisy Lee  
Bryant Dabney  
Don Przybylinski  
Joseph Nelson  
Tim Bietry  
Dr. Vidya Kora  
Greg Coulter  
Nancy Moldenhauer

## **ORDINANCES**

### **ORDINANCE 2<sup>nd</sup> READING**

**APPROVING ADDITIONAL APPROPRIATION IN THE BUDGET OF  
THE PARK CONCESSION NON-REVERTING FUND #2507 TO  
CONSTRUCT A NEW WINGS OF WONDER AVIARY EXHIBIT AT  
WASHINGTON PARK ZOO**

**Introduced by:** Bryant Dabney  
Don Przybylinski  
Nancy Moldenhauer  
Tim Bietry  
Daisy Lee  
Dr. Vidya Kora

**(DECREASE Park Concession Non-Reverting Fund #2507 Unappropriated balance  
\$289,109.00 INCREASE ACCOUNT #2507.000.439.090 \$289,109.00  
Contractual Services)**

**Advertised in the  
Herald Dispatch  
August 20 ,2025**

**Formal Public  
Hearing will be held  
September 2, 2025**

## **NEW BUSINESS**

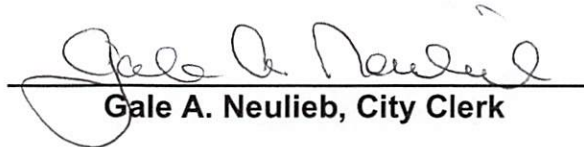
**UNFINISHED BUSINESS** **VOTE:** The Council has one (1) appointment TO the  
Michigan City Police Civil Service Commission– Incumbent  
Lela Simmons- Term expires September 7, 2025

### **Nominations:**

- Sheryl Krachinski
- Scott Meland

## **COMMENTS FROM THE COUNCIL**

## **ADJOURNMENT**



**Gale A. Neulieb, City Clerk**

You are invited to a Zoom webinar.

When: **Tuesday, September 2, 2025, 6:30 PM** Central Time (US and Canada)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84298000057?pwd=RXVRUkhobXI2aVE2R1UUR0VEVTI3dz09>

Passcode : 463601    Webinar ID: 842 9800 0057 Passcode: 463601 Or One tap mobile:



**FILED**

**JUL 31 2025**

**GALE A. NEULIEB  
CITY CLERK  
CITY OF MICHIGAN CITY**

**MICHIGAN CITY COMMON COUNCIL**

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

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MICHIGAN CITY,  
INDIANA GRANTING PHOENIX MICHIGAN CITY INVESTORS LLC AN  
ASSESSED VALUATION DEDUCTION (TAX ABATEMENT) FOR A  
VACANT BUILDING DEDUCTION PURSUANT TO INDIANA CODE 6-1.1-12.1**

**WHEREAS**, Deduction for Rehabilitated or Redevelopment of Real Property in Economic Revitalization Areas is authorized under Indiana Code 6-1.1-12.1 *et seq.* (the "Act") in the form of deductions of assessed value for: (i) qualified real property improvements under Section 3; (ii) the installation of qualified personal property under Section 4.5; and (iii) of the occupancy of an eligible vacant building primarily used for commercial or industrial purposes under Section 4.8 of the Act, each as a result of new development, redevelopment and/or rehabilitation; and

**WHEREAS**, Resolution No. 4960 (the "Cooper ERA Declaratory Resolution") of the Common Council of the City of Michigan City, Indiana (the "Common Council"), as approved and adopted on June 3, 2025 and as confirmed by resolution on August 4, 2025, that designated and established a certain area located within the City of Michigan City, Indiana (the "City"), as the Economic Revitalization Area (the "Cooper ERA"); and

**WHEREAS**, The Cooper ERA Resolution remains in full force and effect as adopted, approved, and confirmed such that the designation of the Cooper ERA and the effectiveness of the Cooper ERA Resolution expires on December 31, 2065; and

**WHEREAS**, **Phoenix Michigan City Investors LLC** (the "Company") pursuant to Section 4.8(a) and (b) of the Act has filed with the Common Council a **Statement of Benefits Vacant Building Deduction (FORM SB-1/VBD)** (the "Statement of Benefits") dated June 17, 2025 (reference **EXHIBIT A** attached hereto) which proposes the occupation and use of an eligible and qualified vacant building located at 402 Royal Road (Real Property Key Number: 46-01-26-400-008.000-022) by the Company as defined pursuant to Section 1(17) of the Act for the adaptive re-use for occupation of a vacant 387,581 square foot structure former manufacturing facility on approximately 67 acres currently zoned M1 (Light Industrial) for which the adaptive re-use has the opportunity to include the construction of an additional buildings and structures in the future, subject to public and utility infrastructure as well as business and market demand needs of the end user (the "Project"); and

**WHEREAS**, the Company anticipated initiation of the Project upon approval of economic development incentives by the City, with completion to be fully assessed no later than December 31, 2026 for the January 1, 2027 assessment date (the "First Assessment Date"); and

**WHEREAS**, , The Economic Development Corporation, Michigan City, Indiana ("EDCMC") submitted to the Common Council, as the designating body, before the occupation and use of an eligible and qualified vacant building the following documents related to the Company's request for an assessed valuation deduction of an eligible and qualified vacant building within the Alliance ERA: (i) an

Application for Designation as an Economic Revitalization Area (the "Application"), including the necessary application fee; the Statement of Benefits as completed, and (iii) other supplemental information related to said request and the Application; and

**WHEREAS**, the Common Council has confirmed that the facility located at located at 402 Royal Road (Real Property Key Number: 46-01-26-400-008.000-022) is within the boundaries of the Cooper ERA; and, therefore the Common Council may make a determination pursuant to Section 4.8(b) and (e) of the Act based upon the evidence as to whether Company shall be allowed an assessed valuation deduction of an eligible vacant building.

**NOW, THEREFORE, BE IT RESOLVED** that the actions of the Common Council of the City of Michigan City, Indiana are based upon the evidence as presented by the Company after review of the Statement of Benefits as well as other pertinent information provided by the Economic Development Corporation, Michigan City, Indiana (the "EDCMC") and upon the following findings in the affirmative also pursuant to Section 4.8(e) of the Act, such that:

- (1) The estimated number of individuals who will be employed or whose employment will be retained can reasonably be expected to result from the Project and the occupation of the eligible vacant building;
- (2) The estimated annual salaries of those individuals who will be employed or whose employment will be retained can reasonably be expected to result from the Project and the occupation of the eligible vacant building;
- (3) The Project and the estimates and expectations contained in the FORM SB-1/VBD are reasonably expected to result from the Project and the occupation of the eligible vacant building;
- (4) The occupation of the eligible vacant building will increase the tax base of the City and assist in the redevelopment, rehabilitation and development of the ERA; and
- (5) The totality of the benefits is sufficient to justify an assessed valuation deduction on the Project.

**BE IT FURTHER RESOLVED** that the facility structures located at 402 Royal Road (Real Property Key Number: 46-01-26-400-008.000-022) are real property currently zoned for industrial purposes M1 (Light Industrial).

**BE IT FURTHER RESOLVED** that the Company has proposed the occupation and use of an eligible and qualified vacant building as defined pursuant to Section 1(17) of the Act M1 (Light Industrial) for the purposes and occupancy of the eligible vacant building as part of the Project is a permitted land use, pursuant to the City's Zoning Requirement under the Permitted Uses-Processing of the M1 (Light Industrial) zoning district.

**BE IT FURTHER RESOLVED** that the structures and facilities M1 (Light Industrial) have been unoccupied and vacant for at least one (1) year before the Company purchased said real property for proposed occupation of the eligible vacant building.

**BE IT FURTHER RESOLVED** that pursuant to Section 2(k) of the Act, the Common Council acknowledges that the Project is located within a designated allocation area of the Redevelopment

Commission of Michigan City, Indiana under Indiana Code 36-7-14-39 or Indiana Code 35-7-15.1-26, namely the **Eastside Allocation Area** (also known as the “**212 East Economic Development Area Allocation Area**”) designated pursuant to Declaratory Resolution No. 3-15 approved on February 23, 2015 as amended by amending Declaratory Resolution No. 1-22 as approved on January 24, 2022.

**BE IT FURTHER RESOLVED** that the Common Council hereby grants an assessed valuation deduction (Tax Abatement) from of an eligible vacant building for a period of ten (10) years to **Phoenix Michigan City Investors LLC** in accordance with Section 4.8(f), (g) and (h) and Section 17(b) of the Act as it relates to the Project and as identified on the Statement of Benefits.

**BE IT FURTHER RESOLVED** that the final determination of the amount of assessed valuation deduction of the Project of an eligible vacant building shall be made by the appropriate local Michigan Township Assessor, the LaPorte County Assessor, Indiana agency, review board, or State of Indiana agency.

**BE IT FURTHER RESOLVED** that pursuant to Sections 4.8(h) and 17 of the Act, the Common Council, based upon its affirmation of criteria pursuant to Section 4.8(e) as stated previously hereby approves a deduction percentage schedule applicable to the amount of assessed valuation deduction of the Project of an eligible vacant building over said a ten (10) year period as more specifically identified in **EXHIBIT B** attached hereto.

**BE IT FURTHER RESOLVED** that the assessed valuation deduction percentages as set forth as identified in **EXHIBIT B** shall begin upon full assessment of the Project on the First Assessment Date (anticipated to be January 1, 2027) by the appropriate assessing authority, regardless of the expiration date of the Cooper ERA as established by the Cooper ERA Resolution.

**BE IT FURTHER RESOLVED** that the Company has agreed to the following imposed reasonable condition for approval of an assessed valuation deduction for an eligible vacant building as herein specified and authorized under Section 2(i)(6) of the Act and to be included under Item B (page 2) of the approved FORM SB-1/VBD:

Condition #1: The Company understands and agrees that the annual deduction to be applied **shall be limited to \$500,000 of assessed valuation** during the ten (10) year abatement period as a result of ERA assessed valuation deductions from an eligible vacant building. The City from the first year of the abatement period for which a real property vacant building assessed valuation deduction is applied and for the duration of the ten (10) year abatement period shall annually cause to be prepared a schedule monitoring the annual, total and cumulative tax savings realized.

**BE IT FURTHER RESOLVED** that the Common Council waives the imposition a fee on the tax savings realized by the Company pursuant to Section 14 of the Act as a result of the application of an ERA deduction.

**BE IT FURTHER RESOLVED** that the Common Council as the designating body at its discretion may impose a claw back provision attached hereto under **EXHIBIT C** for tax savings for any tax years in which the Company does not reasonably comply with the Statement of Benefits (FORM SB-

1/VBD), the annual filings required pursuant to the Act, and the conditions of this Resolution during the 10 (ten) year abatement period for which an ERA assessed valuation deduction is applied.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby directed to cause the filing of all appropriate approval documents related to this Resolution with the Office of the Michigan Township Assessor and the Office of the LaPorte County, Indiana Auditor as it applies to this Resolution and the approval of the Company's ERA assessed valuation deduction related specifically to the Project of an eligible vacant building, which includes the following documents or information:

1. The Statement of Benefits, as approved, properly completed consistent with this Resolution and as signed and attested by the appropriate City officials;
2. A certified copy of this Resolution; and
3. An approved and signed copy of the meeting minutes which approved this Resolution and the Statement of Benefits.

**BE IT FURTHER RESOLVED** that if any part, clause, or portion of this Resolution shall be adjudged invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of this Resolution as a whole or any other part, clause, or portion of this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect from and after its passage and adoption by the Common Council and upon the signature of the Mayor of the City as the executive of the City.

**INTRODUCED BY:**

\_\_\_\_\_  
Tracie Tillman, President

\_\_\_\_\_  
Tim Bietry, Member

\_\_\_\_\_  
Dr. Vidya Kora, Member

\_\_\_\_\_  
Bryant Dabney, Member

Passed by the Common Council of the City of Michigan City, Indiana this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tracie Tillman, President  
Michigan City Common Council

Approved/Vetoed (circle action taken) by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Angie Nelson Deutch, Mayor  
Michigan City, Indiana

ATTEST:

\_\_\_\_\_  
Gale A. Neulieb, Clerk  
City of Michigan City, Indiana

*Prepared by Harris Law Firm, P.C. Upon Request*

# **EXHIBIT A**

**Economic Revitalization Area -  
Assessed Valuation Deduction Schedule FORM SB-1/VBD:  
Phoenix Michigan City Investors LLC**

*(See attached)*





# STATEMENT OF BENEFITS VACANT BUILDING DEDUCTION

State Form 55182 (R2 / 1-21)

Prescribed by the Department of Local Government Finance

20\_\_ PAY 20\_\_

FORM SB-1 / VBD

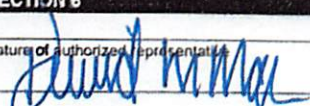
This statement is being completed for real property that qualifies as an "eligible vacant building" as defined by IC 6-1.1-12.1-1(17).

## PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.1 (c) and (d).

## INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body BEFORE the occupation of the eligible vacant building for which the person wishes to claim a deduction.
2. To obtain a vacant building deduction, a Form 322/VBD must be filed with the county auditor before May 10 in the year in which the property owner or his tenant occupies the vacant building or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. If the property owner misses the May 10 deadline in the initial year of occupation, he can apply between January 1 and May 10 of a subsequent year.
3. A property owner who files the Form 322/VBD must provide the county auditor and the designating body with a Form CF-1/VBD to show compliance with the approved Form SB-1/VBD. The Form CF-1/VBD must also be updated each year in which the deduction is applicable.

SECTION 1		TAXPAYER INFORMATION			
Name of taxpayer Phoenix Michigan City Investors LLC (including its affiliates and successors)					
Address of taxpayer (number and street, city, state, and ZIP code) 402 Royal Road, Michigan City, Indiana 46360					
Name of contact person Richard Hall		Telephone number ( 317 ) 231-7516	E-mail address rhall@btlaw.com		
SECTION 2		LOCATION AND DESCRIPTION OF PROPOSED PROJECT			
Name of designating body Common Council of Michigan City, Indiana		Resolution number			
Location of property 402 Royal Road, Michigan City, Indiana 46360		County LaPorte	DLGF taxing district number 022		
Description of eligible vacant building that the property owner or tenant will occupy (use additional sheets if necessary). Lavender Fields Holdings LLC may purchase an existing building and entire 67 acre parcel of land or lease the same, and develop a data center to include without limitation one or more data center buildings, as well as certain other buildings, structures, and infrastructure.		Estimated occupancy date (month, day, year) 7/31/25			
		Estimated date placed-in-use (month, day, year) 12/31/26			
SECTION 3					
ESTIMATE OF EMPLOYEES AND SALARIES AS A RESULT OF PROPOSED PROJECT					
Current Number 0	Salaries 0.00	Number Retained 0	Salaries 0.00	Number Additional 30	Salaries 1,971,060.00
SECTION		ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT			
		REAL ESTATE IMPROVEMENTS			
		COST		ASSESSED VALUE	
Current values		750,600.00		750,600.00	
Plus estimated values of proposed project		257,000,000.00		257,000,000.00	
Less values of any property being replaced		0.00		0.00	
Net estimated values upon completion of project		257,750,600.00		257,750,600.00	
SECTION 5		EFFORTS TO SELL OR LEASE VACANT BUILDING			
Described efforts by the owner or previous owner to sell, lease, or rent the building during period of vacancy: Owner has used national marketing platforms, active engagement with the real estate brokerage community, and local signage, in the same manner that it uses such means to market its national portfolio.					
Show amount for which the building was offered for sale, lease, or rent during period of vacancy. The property was offered without a lease price because the price was dependent upon the ultimate use and related upgrades required.					
List any other benefits resulting from the occupancy of the eligible vacant building.					
SECTION 6		TAXPAYER CERTIFICATION			
I hereby certify that the representations in this statement are true.					
Signature of authorized representative 		Title Manager		Date signed (month, day, year) 6/17/25	

**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

A. The designated area has been limited to a period of time not to exceed 40 calendar years\* (see below). The date this designation expires is December 31, 2065. NOTE: This question addresses whether the resolution contains an expiration date for the designated area.

B. The amount of the deduction applicable is limited to \$ 500,000.00.

C. Other limitations or conditions (specify) An imposed fee is waived.

D. Number of years allowed: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 (\* see below)  
☐ Year 6 ☐ Year 7 ☐ Year 8 ☐ Year 9 ☒ Year 10

E. For a statement of benefits approved after June 30, 2013, did the designating body adopt an abatement schedule per IC 6-1.1-12.1-17?

☒ Yes ☐ No

If yes, attach a copy of the abatement schedule to this form.

If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number ( 219 ) 873-1400	Date signed (month, day, year)
Printed name of authorized member of designating body <b>Tracie Tillman, President - Common Council</b>	Name of designating body <b>Common Council of the City of Michigan City, Indiana</b>	
Attested by (signature and title of attester)	Printed name of attester <b>Gale A. Neulieb, Clerk</b>	

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

**IC 6-1.1-12.1-1**

(17) "Eligible vacant building" means a building that:

(A) is zoned for commercial or industrial purposes; and

(B) is unoccupied for at least one (1) year before the owner of the building or a tenant of the owner occupies the building, as evidenced by a valid certificate of occupancy, paid utility receipts, executed lease agreements, or any other evidence of occupation that the department of local government finance requires.

**IC 6-1.1-12.1-17**

**Abatement schedules**

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.



# EXHIBIT B

Economic Revitalization Area  
Assessed Valuation Deduction Schedule Pursuant to a FORM SB-1/VBD:  
Phoenix Michigan City Investors LLC  
(Pursuant to Indiana Code 6-1.1-12.1, Section 4.8(h) and Section 17)

Approved Abatement Period Schedule:		
<b>Real Property Vacant Building Deduction:</b>		
<i>a. Occupancy redevelopment, rehabilitation and use of an approximate 387,581 square feet of vacant facilities between July 1, 2025 and December 31, 2026 as fully assessed on January 1, 2027;</i>		
<i>b. Limited to the assessed valuation of real property improvements upon full assessment of the Project on the First Assessment Date (anticipated being January 1, 2027); and</i>		
<i>c. Annual Deduction limited to \$500,000 (see Note B-FORM SB-1 VBD).</i>		
Year of Abatement Period	Anticipated Assessment Date	Deduction Percentage
Year One (1) <sup>c</sup>	January 1, 2027	50%
Year Two (2) <sup>c</sup>	January 1, 2028	50%
Year Three (3) <sup>c</sup>	January 1, 2029	50%
Year Four (4) <sup>c</sup>	January 1, 2030	50%
Year Five (5) <sup>c</sup>	January 1, 2031	50%
Year Six (6) <sup>c</sup>	January 1, 2032	50%
Year Seven (7) <sup>c</sup>	January 1, 2033	50%
Year Eight (8) <sup>c</sup>	January 1, 2034	50%
Year Nine (9) <sup>c</sup>	January 1, 2035	50%
Year Ten (10) <sup>c</sup>	January 1, 2036	50%

**Note B (FORM SB-1/VBD): Condition #1:** The Company understands and agrees that the annual deduction to be applied shall be limited to \$500,000 of assessed valuation during the ten (10) year abatement period as a result of ERA assessed valuation deductions from an eligible vacant building. The City from the first year of the abatement period for which a real property vacant building assessed valuation deduction is applied and for the duration of the ten (10) year abatement period shall annually cause to be prepared a schedule monitoring the annual, total and cumulative tax savings realized.

# **EXHIBIT C**

**Clawback Provision:  
Phoenix Michigan City Investors LLC**

## **Michigan City, Indiana City of Michigan City**

### **Assessed Valuation Deductions (Tax Abatement): Claw Back Provision**

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The Common Council of the City of Michigan, Indiana (the "City") has prepared the following **Claw Back Provision** in the event an entity to which an assessed valuation deduction (Tax Abatement) pursuant to Indiana Code 6-1.1-12-1 is approved vis-à-vis a FORM SB-1 or other form for which assessed valuation deductions are approved by Common Council official action and is found to be non-compliant in accordance with Indiana Code 6-1.1-12-1-5.9.

**SECTION I.** If an approved assessed valuation deduction applicant does not obtain or meet any one of the following criteria as identified on an approved FORM SB-1:

- Ninety percent (90%) of the level of salaries of retained and additional employees because of a project identified in Section 2 of an approved Statement of Benefits as set forth in Section 3 within the time frame (the "Estimated Completion Date") set forth in the same Statement of Benefits; and
- Ninety percent (90%) of the number of retained and additional employees because of a project identified in Section 2 of an approved Statement of Benefits as set forth in Section 3 within the time frame (the "Estimated Completion Date") set forth in the same Statement of Benefits;
- Ninety percent (90%) of the cost of tangible property because of a project identified in Section 2 of an approved Statement of Benefits as set forth in Section 4 within the time frame (the "Estimated Completion Date") set forth in the same Statement of Benefits;

the City's Common Council, as the designating body following the procedures of Indiana Code 6-1.1-12-1-5.9, may impose this Claw Back Provision requiring the applicant to pay back tax savings realized during the prior assessment year for taxes due and payable for non-compliance because of an assessed valuation deduction proportional to the extent of the deficiency of the criteria listed above. A determination by resolution to impose this Claw Back Provision and its provisions is at the sole discretion of the City's Common Council as the designating body and may be dependent upon various factors and variables uniquely applicable to each approved Statement of Benefits.

**SECTION II.** This Claw Back Provision may be imposed by the City's Common Council as the designating body during the approved period of the assessed valuation deduction as documented in the resolution approving a Statement of Benefits (FORM SB-1) and for a period of one year after and subsequent to the final assessment date applicable to the approved abatement period of an assessed valuation deduction applicant as documented in the resolution approving a Statement of Benefits (FORM SB-1).

**SECTION III.** Upon determination by resolution to impose this Claw Back Provision, the City's Common Council shall have an independent professional consultant calculate: (i) the tax savings realized as a result of an assessed valuation deduction to the extent of the deficiency of the criteria listed above as determined by the Common Council and (ii) the distribution of the claw back payment to the City proportional to each overlapping taxing unit for which the tax payable year the Claw Back Provision is applied, as based upon the percentage of the overlapping taxing unit's tax rate to the gross tax rate for the appropriate tax unit.

**SECTION IV.** Prior to notification to the approved applicant of an assessed valuation deduction for which this Claw Back Provision is imposed, the City shall notify the Office of the LaPorte County, Indiana Auditor ("Auditor") and/or the Office of the LaPorte County, Indiana Assessor ("Assessor") as to the imposition of the Claw Back Provision. The City shall also submit the calculation of the claw back payment and its distribution to the overlapping taxing units pursuant to Section III for confirmation and verification prior to final imposition and notification of this Claw Back Provision to the approved applicant of an assessed valuation deduction.

**SECTION V.** The Auditor shall provide written confirmation and verification as to the amount of the claw back payment and the proportional distribution of the claw back payments to the overlapping taxing units as calculated by the City pursuant to SECTION III.

**SECTION VI.** Upon notice from the Auditor that the claw back payment and the distribution of the claw back payment to the overlapping taxing units is confirmed and verified, the City shall notify to the approved applicant of an assessed valuation deduction that this claw back provision is imposed. Said notice shall include the calculation of the claw back payment, its distribution to the overlapping taxing units and a statement that the calculations have been confirmed and verified by the Auditor prior to notification.

**SECTION VII.** Prior to the distribution to the overlapping taxing units of a claw back payment made to the City, the City shall notify the Auditor and/or the Assessor as to the receipt of a claw back payment for its files pertaining to the assessed valuation deduction.

**SECTION VIII.** The City shall distribute claw back payments to all overlapping taxing units via USPS certified mail-return receipt no later than 30 days from the date of the receipt of the claw back payment.

**SECTION IX.** Upon return of all USPS certified mail-return receipts from the overlapping taxing units, the City shall provide copies of the return receipts to the following entities:

- The approved applicant of an assessed valuation deduction for which this Claw Back Provision is imposed;
- The Auditor, and
- If applicable, to the Assessor.

as documentation that the imposed claw back payment was distributed to overlapping taxing units.

**FILED**

**JUL 31 2025**

**GALE A. NEULIEB  
CITY CLERK  
CITY OF MICHIGAN CITY**

**MICHIGAN CITY COMMON COUNCIL**

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

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MICHIGAN CITY,  
INDIANA GRANTING PHOENIX MICHIGAN CITY INVESTORS LLC AN  
ASSESSED VALUATION DEDUCTION (TAX ABATEMENT) FOR REAL PROPERTY,  
PURSUANT TO INDIANA CODE 6-1.1-12.1**

**WHEREAS**, a Deduction for Rehabilitated or Redevelopment of Real Property in Economic Revitalization Areas is authorized under Indiana Code 6-1.1-12.1 *et seq.* (the "Act") in the form of deductions of assessed value for: (i) qualified real property improvements under Section 3; (ii) the installation of qualified personal property under Section 4.5; and (iii) of the occupancy of an eligible vacant building primarily used for commercial or industrial purposes under Section 4.8 of the Act, each as a result of new development, redevelopment and/or rehabilitation; and

**WHEREAS**, Resolution No. 4960 (the "Cooper ERA Declaratory Resolution") of the Common Council of the City of Michigan City, Indiana (the "Common Council"), as approved and adopted on June 3, 2025 and as confirmed by resolution on August 4, 2025, that designated and established a certain area located within the City of Michigan City, Indiana (the "City"), as the Economic Revitalization Area (the "Cooper ERA"); and

**WHEREAS**, The Cooper ERA Resolution remains in full force and effect as adopted, approved, and confirmed such that the designation of the Cooper ERA and the effectiveness of the Cooper ERA Resolution expires on December 31, 2065; and

**WHEREAS**, **Phoenix Michigan City Investors LLC** (the "Company"), pursuant to Section 3(a) of the Act has filed with the Common Council a **Statements of Benefits Real Property (FORM SB-1/Real Property)** (the "Statement of Benefits") dated June 17, 2025, **EXHIBIT A** attached hereto, which proposes for the adaptive re-use for occupation of a vacant 387,581 square foot structure former manufacturing facility on approximately 67 acres currently zoned M1 (Light Industrial) for which the adaptive re-use has the opportunity to include the construction of an additional buildings and structures in the future, subject to public and utility infrastructure as well as business and market demand needs of the end user (the "Project"); and

**WHEREAS**, the Company, upon approval of economic development incentive(s) by the City, intends to implement redevelopment and rehabilitation improvements to facilities and structures related to the Project during the period of July 1, 2025 through December 31, 2065 in a total amount anticipated to be **\$257,000,000** for the Project, with the existing structure improvements to be fully assessed by **January 1, 2027 (the "Assessment Date")**.

**WHEREAS**, The Economic Development Corporation, Michigan City, Indiana ("EDCMC") submitted to the Common Council, as the designating body pursuant to Section 3 of the Act, the following documents related to the Company's request for an assessed valuation deduction of qualified real property within the ERA: (i) the Statement of Benefits ("FORM SB-1/Real Property") as completed and (ii) other supplemental information related to said request for an ERA assessed valuation deduction; and



**WHEREAS**, the Common Council has confirmed that the facility located at located at 402 Royal Road (Real Property Key Number: 46-01-26-400-008.000-022) is within the boundaries of the Cooper ERA; and, therefore the Common Council may make a determination pursuant to Section 3 of the Act, based upon the evidence, as to whether Company shall be allowed an assessed valuation deduction of qualified real property investments made within the ERA.

**NOW, THEREFORE, BE IT RESOLVED** that the actions of the Common Council of the City of Michigan City, Indiana pursuant to Section 3 of the Act are based upon the evidence as presented by the Company after review of the Statement of Benefits as well as other pertinent information provided by the EDCMC and upon the following findings in the affirmative also pursuant to Section 3(b) of the Act, that:

1. The Project is reasonable for a project of its nature;
2. The estimated number of individuals who will be employed or whose employment will be retained can reasonably be expected to be a result of the Project;
3. The estimated annual salaries of those individuals who will be employed or whose employment will be retained can reasonably be expected to be a result of the Project; and
4. The totality of the benefits is sufficient to justify an assessed valuation deduction as a result of the Project.

**BE IT FURTHER RESOLVED BE IT FURTHER RESOLVED** that pursuant to Section 2(k) of the Act, the Common Council acknowledges that the Project is located within a designated allocation area of the Redevelopment Commission of Michigan City, Indiana under Indiana Code 36-7-14-39 or Indiana Code 35-7-15.1-26, namely the **Eastside Allocation Area** (also known as the “**212 East Economic Development Area Allocation Area**”) designated pursuant to Declaratory Resolution No. 3-15 approved on February 23, 2015 as amended by amending Declaratory Resolution No. 1-22 as approved on January 24, 2022.

**BE IT FURTHER RESOLVED** that the Common Council hereby grants the Company an assessed valuation deduction (Tax Abatement) from qualified real property investments **limited to a cost of \$257,000,000 for redevelopment and rehabilitation activities to structures and facilities by the Company between July 1, 2025 and December 31, 2065**, with the existing vacant building and structure improvements to be fully assessed by **January 1, 2027 (the "Assessment Date")**, all in accordance with the Act as it relates to the Project and as identified on the Statement of Benefits.

**BE IT FURTHER RESOLVED** that the final determination of the amount of assessed valuation deduction of the Project for investments in qualified real property shall be made by the appropriate Michigan Township Assessor, LaPorte County, Indiana review board, or State of Indiana agency.

**BE IT FURTHER RESOLVED** that pursuant to Sections 3(c) and 17 of the Act, the Common Council, based upon its affirmation of criteria pursuant to Section 3(b) of the Act as stated above, hereby grants the Company an assessed valuation deduction period of **ten (10) years** on fully assessed real property from the Assessment Date of each new structure for which said deduction percentage schedule for qualified real property applies over said ten (10) year abatement period, more specifically identified in **EXHIBIT B** attached hereto.

**BE IT FURTHER RESOLVED** that the assessed valuation deduction percentages as set forth in **EXHIBIT B** during the ten (10) year abatement period is attached hereto in order to meet the requirements of Sections 3(c) and 17 of the Act.

**BE IT FURTHER RESOLVED** that the assessed valuation deduction percentages as identified in **EXHIBIT B** shall begin upon the completion and the full assessment of real property improvement as a result redevelopment and rehabilitation activities related to the Project (anticipated to be not later than January 1, 2066 as the Assessment Date) by the appropriate assessing authority, regardless of the expiration date of the Cooper ERA as stated the Cooper ERA Resolution.

**BE IT FURTHER RESOLVED** that the Company has agreed to the following imposed reasonable conditions during the abatement period upon approval of an assessed valuation deduction for real property as herein specified and authorized under Section 2(i)(6) of the Act and to be included under Item D (page 2) of the approved FORM SB-1/Real Property:

Condition #1: The Company understands and agrees that the annual deduction to be applied **shall be limited to \$257,000,000 of private investment or cost of real property improvements** as assessed on the Assessment Date during the 40 year period of the Project as a result of ERA assessed valuation deductions from incremental real property improvements assessed. The City from the first year of the abatement period for which a real property improvement assessed valuation deduction is applied and for the duration of the ten (10) year abatement period shall annually cause to be prepared schedules monitoring the annual, total and cumulative tax savings realized of each real property improvement deduction applied as layered for each Project investment.

**BE IT FURTHER RESOLVED** that the Common Council waives the imposition a fee on the tax savings realized by the Company pursuant to Section 14 of the Act as a result of the application of an ERA deduction.

**BE IT FURTHER RESOLVED** that the Common Council as the designating body at its discretion may impose a claw back provision attached hereto under **EXHIBIT C** for tax savings for any tax years in which the Company does not reasonably comply with the Statement of Benefits (FORM SB-1/RE), the annual filings required pursuant to the Act, and the conditions of this Resolution during each of the 10 (ten) year abatement periods for which an ERA assessed valuation deduction is applied.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby directed to cause the filing of all appropriate approval documents related to this Resolution with the Office of the Assessor for Michigan Township, Indiana and the Office of the LaPorte County, Indiana Auditor as it applies to this Resolution and the approval of the Company's assessed valuation deduction, more specifically the following documents or information:

1. The Statement of Benefits, as approved, properly completed consistent with this Resolution and as signed and attested by the appropriate City officials;
2. A certified copy of this Resolution; and
3. An approved and signed copy of the minutes of the meeting at which the Common Council approves this Resolution and the Statement of Benefits.

**BE IT FURTHER RESOLVED** that if any part, clause, or portion of this Resolution shall be adjudged invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of this Resolution as a whole or any other part, clause, or portion of this Resolution.

This Resolution shall be in full force and effect from and after its passage and adoption by the Common Council and upon the signature of the Mayor of the City as the executive of the City.

**INTRODUCED BY:** \_\_\_\_\_  
Tracie Tillman, President

\_\_\_\_\_  
Tim Bietry, Member

\_\_\_\_\_  
Dr. Vidya Kora, Member

\_\_\_\_\_  
Bryant Dabney, Member

Passed by the Common Council of the City of Michigan City, Indiana this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tracie Tillman, President  
Michigan City Common Council

Approved/Vetoed (circle action taken) by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Angie Nelson Deutch, Mayor  
Michigan City, Indiana

ATTEST:

\_\_\_\_\_  
Gale A. Neulieb, Clerk  
City of Michigan City, Indiana

*Prepared by Harris Law Firm, P.C. Upon Request*



# **EXHIBIT A**

Economic Revitalization Area –  
FORM SB-1/Real Property:  
Phoenix Michigan City Investors LLC  
*(Pursuant to Indiana Code 6-1.1-12.1 Section 3)*



# STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51767 (R8 / 5-25)

Prescribed by the Department of Local Government Finance

20\_\_ PAY 20\_\_

FORM SB-1 / Real Property

## PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-1.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- ☐ Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)  
☐ Residentially distressed area (IC 6-1.1-12.1-4.1)  
☐ New agricultural improvement (IC 6-1.1-12.1-4)

## INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area PRIOR to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body BEFORE the initiation of the redevelopment or rehabilitation of real property or a new agricultural improvement for which the person wishes to claim a deduction.
2. To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
3. A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable, IC 6-1.1-12.1-5.1(b)
4. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed.

SECTION 1		TAXPAYER INFORMATION			
Name of Taxpayer Phoenix Michigan City Investors LLC (including its affiliates and successors)					
Address of Taxpayer (number and street, city, state, and ZIP code) 402 Royal Road, Michigan City, Indiana 46360					
Name of Contact Person Richard Hall		Telephone Number ( ) 231-7516		Email Address rhall@btlaw.com	
SECTION 2		LOCATION AND DESCRIPTION OF PROPOSED PROJECT			
Name of Designating Body Common Council of Michigan City, Indiana				Resolution Number	
Location of Property 402 Royal Road, Michigan City, Indiana 46360		County LaPorte		DLGF Taxing District Number 022	
Description of Real Property Improvements, Redevelopment, or Rehabilitation (use additional sheets, if necessary) Lavender Fields Holdings LLC may purchase an existing building and 67 acre parcel of land or lease the same, and develop a data center campus, to include without limitation one or more data center buildings, as well as certain other buildings, structures, and infrastructure that are necessarily in support of the foregoing. The estimated start date is the estimated date of the start of development of the site and is not the start of the date of the tax deductions.				Estimated Start Date (month, day, year) 7/31/2025	
				Estimated Completion Date (month, day, year) 7/31/2065	
SECTION 3		ESTIMATE OF EMPLOYEES AND SALARIES FROM PROPOSED PROJECT			
Current Number 0	Salaries 0	Number Retained 0	Salaries 0	Number Additional 30	Salaries \$1,971,060
SECTION 4		ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT			
		REAL ESTATE IMPROVEMENTS			
		COST		ASSESSED VALUE	
Current Values		750,600		750,600	
(+ ) Plus Estimated Values of Proposed Project		257,000,000		TBD	
(- ) Less Values of Any Property Being Replaced		0		0	
Net Estimated Values Upon Completion of Project		257,750,600		TBD	
SECTION 5		WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER			
Estimated Solid Waste Converted (pounds)		Estimated Hazardous Waste Converted (pounds)			
Other Benefits: Lavender Fields Holdings LLC has many environmental and sustainability initiatives including 100% renewable energy and replenishment goals.					
The information in Sections 3 and 4 above reflect Taxpayer's commitments under the Taxpayer Agreement, among the City of Michigan City, Indiana, and the Common Council of Michigan City, Indiana. Pursuant to the Taxpayer Agreement, the Taxpayer may receive 50% real property tax deductions for ten years of real estate improvements exceeding the amount in Section 4. The salaries provided in Section 3 include wages and benefits.					
SECTION 6		TAXPAYER CERTIFICATION			
I hereby certify that the representations in this schedule are true.					
Signature of Authorized Representative David Marks				Date Signed (month, day, year) 6/17/25	
Printed Name of Authorized Representative David Marks				Title Manager	

**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed 40 calendar years\* (see below). The date this designation expires is December 31, 2065. NOTE: This question addresses whether the resolution contains an expiration date for the designated area.
- B. The type of deduction that is allowed in the designated area is limited to:  
 1. Redevelopment or rehabilitation of real estate improvements ☒ Yes ☐ No  
 2. Residentially distressed areas ☐ Yes ☒ No
- C. The amount of the deduction applicable is limited to \$ Not applicable.
- D. Other limitations or conditions (specify) See Condition #1 of Resolution: Investment Cost limited to \$257,000,000 from July 1, 2025 to December 31, 2065. Imposed fee Waived
- E. Number of years allowed: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 (\* see below)  
☐ Year 6 ☐ Year 7 ☐ Year 8 ☐ Year 9 ☒ Year 10
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?  
☒ Yes ☐ No  
 If yes, attach a copy of the abatement schedule to this form.  
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number ( 219 ) 873-1400	Date signed (month, day, year)
Printed name of authorized member of designating body <b>Tracie Tillman, President - Common Council</b>	Name of designating body <b>Common Council of the City of Michigan City, Indiana</b>	
Attested by (signature and title of attester)	Printed name of attester <b>Gale Neulieb, Clerk of the City of Michigan City</b>	

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

**IC 6-1.1-12.1-17**

**Abatement schedules**

**Sec. 17. (a)** A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.



# EXHIBIT B

Assessed Valuation Deduction Schedule Pursuant to a FORM SB-1/Real Property:  
Phoenix Michigan City Investors LLC

(Pursuant to Indiana Code 6-1.1-12.1 Sections 3(c) and 17)

Approved Abatement Period Schedule:		
<b>Real Property Improvement Deduction:</b>		
<p>a. <i>Redevelopment, rehabilitation and use of an approximate 387,581 square feet of vacant facilities including additional new construction of real property improvement between July 1, 2025 and December 31, 2065 with the existing vacant building and structure improvements to be fully assessed by January 1, 2027 (the "Assessment Date"), all in accordance with the Act as it relates to the Project and as identified on the Statement of Benefits;</i></p> <p>b. <i>Limited to the assessed valuation of real property improvements upon full assessment of the Project on the First Assessment Date (with the existing vacant building and structure improvements anticipated to be fully assessed by January 1, 2027); and</i></p> <p>c. <i>Investment cost limited to \$257,000,000 (see Note B-FORM SB-1 RE).</i></p>		
Year of Abatement Period	Anticipated Assessment Date	Deduction Percentage
Year One (1) <sup>c</sup>	January 1, 20__	50%
Year Two (2) <sup>c</sup>	January 1, 20__	50%
Year Three (3) <sup>c</sup>	January 1, 20__	50%
Year Four (4) <sup>c</sup>	January 1, 20__	50%
Year Five (5) <sup>c</sup>	January 1, 20__	50%
Year Six (6) <sup>c</sup>	January 1, 20__	50%
Year Seven (7) <sup>c</sup>	January 1, 20__	50%
Year Eight (8) <sup>c</sup>	January 1, 20__	50%
Year Nine (9) <sup>c</sup>	January 1, 20__	50%
Year Ten (10) <sup>c</sup>	January 1, 20__	50%

**Note B (FORM SB-1/RE):** The Company understands and agrees that the annual deduction to be applied shall be limited to \$257,000,000 of private investment or cost of real property improvements as assessed on the Assessment Date during the 40 year period of the Project as a result of ERA assessed valuation deductions from incremental real property improvements assessed. The City from the first year of the abatement period for which a real property improvement assessed valuation deduction is applied and for the duration of the ten (10) year abatement period shall annually cause to be prepared schedules monitoring the annual, total and cumulative tax savings realized of each real property improvement deduction applied as layered for each Project investment.

# **EXHIBIT C**

**Clawback Provision:  
Phoenix Michigan City Investors LLC**

## Michigan City, Indiana City of Michigan City

### Assessed Valuation Deductions (Tax Abatement): Claw Back Provision

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The Common Council of the City of Michigan, Indiana (the "City") has prepared the following **Claw Back Provision** in the event an entity to which an assessed valuation deduction (Tax Abatement) pursuant to Indiana Code 6-1.1-12-1 is approved vis-à-vis a FORM SB-1 or other form for which assessed valuation deductions are approved by Common Council official action and is found to be non-compliant in accordance with Indiana Code 6-1.1-12-1-5.9.

**SECTION I.** If an approved assessed valuation deduction applicant does not obtain or meet any one of the following criteria as identified on an approved FORM SB-1:

- Ninety percent (90%) of the level of salaries of retained and additional employees because of a project identified in Section 2 of an approved Statement of Benefits as set forth in Section 3 within the time frame (the "Estimated Completion Date") set forth in the same Statement of Benefits; and
- Ninety percent (90%) of the number of retained and additional employees because of a project identified in Section 2 of an approved Statement of Benefits as set forth in Section 3 within the time frame (the "Estimated Completion Date") set forth in the same Statement of Benefits;
- Ninety percent (90%) of the cost of tangible property because of a project identified in Section 2 of an approved Statement of Benefits as set forth in Section 4 within the time frame (the "Estimated Completion Date") set forth in the same Statement of Benefits;

the City's Common Council, as the designating body following the procedures of Indiana Code 6-1.1-12.1-5.9, may impose this Claw Back Provision requiring the applicant to pay back tax savings realized during the prior assessment year for taxes due and payable for non-compliance because of an assessed valuation deduction proportional to the extent of the deficiency of the criteria listed above. A determination by resolution to impose this Claw Back Provision and its provisions is at the sole discretion of the City's Common Council as the designating body and may be dependent upon various factors and variables uniquely applicable to each approved Statement of Benefits.

**SECTION II.** This Claw Back Provision may be imposed by the City's Common Council as the designating body during the approved period of the assessed valuation deduction as documented in the resolution approving a Statement of Benefits (FORM SB-1) and for a period of one year after and subsequent to the final assessment date applicable to the approved abatement period of an assessed valuation deduction applicant as documented in the resolution approving a Statement of Benefits (FORM SB-1).

**SECTION III.** Upon determination by resolution to impose this Claw Back Provision, the City's Common Council shall have an independent professional consultant calculate: (i) the tax savings realized as a result of an assessed valuation deduction to the extent of the deficiency of the criteria listed above as determined by the Common Council and (ii) the distribution of the claw back payment to the City proportional to each overlapping taxing unit for which the tax payable year the Claw Back Provision is applied, as based upon the percentage of the overlapping taxing unit's tax rate to the gross tax rate for the appropriate tax unit.

**SECTION IV.** Prior to notification to the approved applicant of an assessed valuation deduction for which this Claw Back Provision is imposed, the City shall notify the Office of the LaPorte County, Indiana Auditor ("Auditor") and/or the Office of the LaPorte County, Indiana Assessor ("Assessor") as to the imposition of the Claw Back Provision. The City shall also submit the calculation of the claw back payment and its distribution to the overlapping taxing units pursuant to Section III for confirmation and verification prior to final imposition and notification of this Claw Back Provision to the approved applicant of an assessed valuation deduction.

**SECTION V.** The Auditor shall provide written confirmation and verification as to the amount of the claw back payment and the proportional distribution of the claw back payments to the overlapping taxing units as calculated by the City pursuant to SECTION III.

**SECTION VI.** Upon notice from the Auditor that the claw back payment and the distribution of the claw back payment to the overlapping taxing units is confirmed and verified, the City shall notify to the approved applicant of an assessed valuation deduction that this claw back provision is imposed. Said notice shall include the calculation of the claw back payment, its distribution to the overlapping taxing units and a statement that the calculations have been confirmed and verified by the Auditor prior to notification.

**SECTION VII.** Prior to the distribution to the overlapping taxing units of a claw back payment made to the City, the City shall notify the Auditor and/or the Assessor as to the receipt of a claw back payment for its files pertaining to the assessed valuation deduction.

**SECTION VIII.** The City shall distribute claw back payments to all overlapping taxing units via USPS certified mail-return receipt no later than 30 days from the date of the receipt of the claw back payment.

**SECTION IX.** Upon return of all USPS certified mail-return receipts from the overlapping taxing units, the City shall provide copies of the return receipts to the following entities:

- The approved applicant of an assessed valuation deduction for which this Claw Back Provision is imposed;
- The Auditor, and
- If applicable, to the Assessor.

as documentation that the imposed claw back payment was distributed to overlapping taxing units.



**FILED**

**JUL 31 2025**

**GALE A. NEULIEB  
CITY CLERK  
CITY OF MICHIGAN CITY**

**MICHIGAN CITY COMMON COUNCIL**

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

**A RESOLUTION OF THE CITY OF MICHIGAN CITY COMMON COUNCIL CONFIRMING RESOLUTION NO. 4960 THAT DESIGNATED AND ESTABLISHED A CERTAIN AREA OF THE CITY OF MICHIGAN CITY, INDIANA AS AN ECONOMIC REVITALIZATION AREA TO WHICH DEDUCTIONS OF ASSESSED VALUE MAY BE REQUESTED BY AN APPLICANT TO THE COMMON COUNCIL OF THE CITY OF MICHIGAN CITY PURSUANT TO INDIANA CODE 6-1.1-12.1**

**WHEREAS,** Deduction for Rehabilitated or Redevelopment of Real Property in Economic Revitalization Areas is authorized under Indiana Code ("IC") 6-1.1-12.1 et seq., (the "Act") in the form of deductions of assessed value for qualified real property improvements and the installation of qualified personal property that results from development, redevelopment and rehabilitation; and

**WHEREAS,** On June 3, 2025 the Common Council ("Common Council") of the City of Michigan City, Indiana ("City") adopted and approved Resolution No. 4960 (the "Declaratory Resolution") that designated and established a certain area of the City as the Cooper Economic Revitalization Area (the "Cooper ERA") for the purpose of providing for assessed valuation deductions as an incentive resource to encourage private enterprise: (i) to occupy vacant buildings, (ii) to develop, redevelop and rehabilitate real property and/or (iii) to install qualified personal property within the City as a means to attract, retain or expand private enterprise and economic development in the City; and

**WHEREAS,** A boundary description and map identifying the Cooper ERA describing the location in relation to public ways, streams, or otherwise, is attached to the Declaratory Resolution as EXHIBIT A; and

**WHEREAS,** On Monday, July 21, 2025 the Declaratory Resolution, including all exhibits attached thereto, was filed with the Office of the LaPorte County, Indiana Assessor in accordance with Section 2.5(b) of the Act as well as filed with the Office of the Michigan Township Assessor as the local assessing official; and

**WHEREAS,** On or before Friday, July 25, 2025 in accordance Section 2.5(c)(2) of the Act, the City of filed via USPS certified mail-return receipt the following information with each taxing unit that has authority to levy property taxes in the geographic area where the Cooper ERA is located: (i) a copy of the notice published in accordance with IC 5-3-1; and (ii) a statement containing substantially the same information as a statement of benefits filed with the Common Council prior to the public hearing required by Sections 2.5 of the Act under Sections 3, 4.5 and 4.8 of the Act; and

**WHEREAS,** In accordance with Section 2.5(c)(1) of the Act, the Common Council directed and authorized by the Declaratory Resolution in cooperation with the City Clerk caused to be published in a newspaper of general circulation in the City on or before Friday, July 25, 2025, notice of the adoption and substance of the Declaratory Resolution in accordance with IC 5-3-1 for a public hearing of the Common Council scheduled for Monday, August 4, 2025 at 6:30pm (CDT) in the Common Council Chambers of City Hall located at 100 E. Michigan Boulevard, Michigan City, Indiana 46360; and

**WHEREAS,** The Common Council as scheduled and as duly published held a public hearing on Monday, August 4, 2025 during a scheduled meeting to receive and hear all remonstrances and objections from interested persons as it related the Declaratory Resolution; and

**WHEREAS,** The Common Council after conducting and upon conclusion of the public hearing on the matter gave due consideration to all, if any, comments and views expressed before and written comments submitted in a timely manner to the Common Council as the designating body; and



**WHEREAS,** The Common Council has met the statutory requirements of IC 6-1.1-12.1 to designate and establish the Cooper ERA;

**NOW, THEREFORE, BE IT RESOLVED,** by the Common Council of the City of Michigan City, Indiana, that Resolution No. 4960 as the Declaratory Resolution is hereby confirmed in its entirety, subject to the limited rights of appeal provided by law.

**BE IT FURTHER RESOLVED** that this Resolution shall have full force and effect from and after its passage by the Common Council, execution and signing by the Common Council President thereof, and approval by the Mayor, all as attested by the Clerk of the City including compliance with the procedures required by law.

**INTRODUCED BY:** \_\_\_\_\_  
Tracie Tillman, President

\_\_\_\_\_  
Tim Bietry, Member

\_\_\_\_\_  
Dr. Vidya Kora, Member

\_\_\_\_\_  
Bryant Dabney, Member

Passed by the Common Council of the City of Michigan City, Indiana this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tracie Tillman, President  
Michigan City Common Council

Approved/Vetoed (circle action taken) by me, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Angie Nelson Deutch, Mayor  
Michigan City, Indiana

ATTEST:

\_\_\_\_\_  
Gale A. Neulieb, Clerk  
City of Michigan City, Indiana

*Prepared by Harris Law Firm, P.C. Upon Request*

MICHIGAN CITY COMMON COUNCIL

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

FILED

JUL 31 2025

GALE A. NEULIEB  
CITY CLERK  
CITY OF MICHIGAN CITY

**A RESOLUTION APPROVING A TAXPAYER AGREEMENT FOR "PROJECT MAIZE," A NEW ECONOMIC DEVELOPMENT PROJECT LOCATED AT THE ADDRESS COMMONLY KNOWN AS 402 ROYAL ROAD IN MICHIGAN CITY, INDIANA**

**WHEREAS**, Lavendar Fields Holdings, LLC (the "Company") has proposed to develop and operate "Project Maize," which is a data center campus in the City of Michigan City, Indiana (the "City"), to include without limitation one or more data center buildings as well as certain other buildings, structures and infrastructure that are necessary in support of the foregoing use (collectively, the "Project"); and

**WHEREAS**, the Company is willing to commit to the investment of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) in the Project, and is further willing to commit to creating 30 full-time jobs with respect to the Project; and

**WHEREAS**, this Common Council of the City of Michigan City, Indiana (the "Council") has determined that supporting the Company's efforts in developing and operating the Project is in the best interests of the citizens of the City of Michigan City, Indiana; and

**WHEREAS**, this Common Council has determined that the Project is eligible for an exemption on qualified property within the Project, subject to a Taxpayer Agreement between the Company and the City; and

**WHEREAS**, a form of Taxpayer Agreement, between the Company, as one party, and the City and the Council, as the other parties, has been presented to the Council on the date hereof (the "Taxpayer Agreement"), which sets forth the terms upon which the Company will receive the Data Center Exemption during the term as set forth in the Taxpayer Agreement, in exchange for its investment in and operation of the Project, the form of which is attached hereto as "Exhibit A" as if part herein; and

**WHEREAS**, to induce the Company to complete the Project, the Council desires to approve the execution of the Taxpayer Agreement.

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

1. The Council hereby finds that the execution and delivery of the Taxpayer Agreement are in the best interests of the City and its citizens. The President of the Council is authorized and directed to execute the Taxpayer Agreement, in the name and on behalf of the Council, and the Mayor of the City (the "Mayor") is hereby authorized to execute the Taxpayer Agreement in the name of and on behalf of the City, pending final review and approval of form by legal counsel to effectuate this Resolution, said persons' execution thereof to be conclusive evidence if the approval of such changes.
2. The Council hereby approves the Data Center Exemption for the Company's qualifying investment under Ind. Code § 6-1.1-10-44(g).
3. The President of the Council, the Mayor, the legal counsel of the City, and other appropriate officers of the City are hereby authorized to take all such actions and execute all such instruments as are necessary or desirable to effectuate this Resolution and the Taxpayer Agreement.
4. That, this Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

**INTRODUCED BY:** \_\_\_\_\_  
Tracie Tillman, President

\_\_\_\_\_  
Tim Bietry, Member

\_\_\_\_\_  
Dr. Vidya Kora, Member

\_\_\_\_\_  
Bryant Dabney, Member

Passed by the Common Council of the City of Michigan City, Indiana this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tracie Tillman, President  
Michigan City Common Council

Approved/Vetoed (circle action taken) by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Angie Nelson Deutch, Mayor  
Michigan City, Indiana

ATTEST:

\_\_\_\_\_  
Gale A. Neulieb, Clerk  
City of Michigan City, Indiana

*Prepared by Harris Law Firm, P.C. Upon Request*

## **TAXPAYER AGREEMENT**

This Taxpayer Agreement (this "***Agreement***") is made and entered into as of this \_\_\_\_ day of August, 2025 (the "***Effective Date***"), by and between Lavender Fields Holdings LLC, a Delaware limited liability company (the "***Company***"), on the one hand, and Michigan City, Indiana, a political subdivision of the state of Indiana (the "***City***"), and the Common Council of the City (the "***Council***"), fiscal body and the as the designating body under Indiana Code ("IC") 6-1.1-10-44, on the other hand.

### **WITNESSETH:**

WHEREAS, the Company has proposed to develop and operate a data center campus upon the Development Site, to include without limitation one or more Data Center Buildings as well as certain other buildings, structures and infrastructure that are necessary in support of the foregoing use (the "***Project***");

WHEREAS, the Company is willing to commit to a certain level of investment and is further willing to commit to creating a certain number of full-time jobs with respect to the Project;

WHEREAS, the Company has requested certain financial incentives from the City Parties to support its investment; and

WHEREAS, the City Parties have determined that supporting the Company's efforts in developing and operating the Project are in the best interests of the citizens of the City, and therefore, the City Parties have agreed to provide the Incentives, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and the public interest and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **ARTICLE I**

#### **RECITALS; DEFINITIONS**

Section 1.01 **Recitals**. The statements set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this **Section 1.01**.

Section 1.02 **Definitions**. For all purposes of this Agreement and all exhibits and schedules to this Agreement, except as otherwise expressly provided herein, the following terms shall have the meanings assigned to them in this Section or in the Section referenced after such term, whether in the singular tense or plural tense:

***"Affiliate"*** shall mean any company that controls, is controlled by, or is under common control with another company.

***"City Parties"*** shall mean, collectively, the City and the Council.

Exhibit "A"

***"FORM CF-1/Real Property"*** shall mean the Compliance with Statement of Benefits Real Estate Improvements (Form 51766), or such replacement form as the State of Indiana may prescribe from time-to-time throughout the Term.

***"Data Center Building"*** shall mean any tangible real property building improvements, inclusive of its associated mechanical and electrical equipment and ancillary improvements or structures, constructed on the Development Site with the primary purpose of housing computer equipment, servers and other equipment for the processing of data.

***"Data Center Exemption"*** pursuant to IC 6-1.1-10-44 titled Enterprise Information Technology Equipment shall have the meaning ascribed to it therein as further defined in Section 3.02 hereof.

***"Data Center Exemption Commencement Date"*** shall mean the first assessment date on which any Qualified Property depreciable personal property as defined under IC 6-1.1-10-44(c) is first acquired, located, installed, and placed into service on the Development Site and is subject to Company reporting to an LaPorte County assessment official on a FORM 103 for taxation.

***"Development Site"*** shall mean the land identified and depicted and described in attached Exhibit A and any additional land which is acquired by the Company and upon which the Project is located. Any modification to the Development Site boundaries shall require an amendment to this Agreement by the Parties pursuant to ARTICLE VI, Section 6.08 titled Amendment.

***"Incentives"*** shall mean, collectively, the Real Property Economic Revitalization Area ("ERA") Assessed Valuation Deduction applicable to real property improvements pursuant to IC 6-1.1-12-3, the Real Property ERA assessed valuation deduction for an eligible and qualified vacant building pursuant to IC 6-1.1-12.1-4.8, and the Data Center Exemption pursuant to IC 6-1.1-10-44, each both of which are further defined and described in Article III hereof.

***"Parties"*** shall mean, collectively, the Company, the City and the Council.

***"Performance Reports"*** shall mean any reports, certifications, or other information of the Company to be filed with the City Parties as required under this Agreement to be delivered by the Company pursuant to Section 2.03 hereof.

***"Real Property ERA Assessed Valuation Deduction"*** shall have the meaning ascribed to it pursuant to IC 6-1.1-12.1 and as further described in Section 3.01 hereof.

***"Resolutions"*** shall mean together the ERA Declaratory Resolution, the ERA Confirmatory Resolution declaring the Development Site to be an Economic Revitalization Area under IC 6-1.1-12.1-2.5 and the FORM SB-1 resolution(s) pertaining to Real Property ERA Assessed Valuation Deductions approved by Council as an Incentive.

***"FORM SB-1/Real Property"*** shall mean pursuant to IC 6-1.1-12.1-3 and be the Statement of Benefits Real Estate Improvements (Form 51767), which FORM SB-1/Real Property is attached hereto, and incorporated herein by reference, as Exhibit B.

**"FORM SB-1/VBD"** shall mean pursuant to IC 6-1.1-12.1-4.8 the Statement of Benefits Vacant Building Deduction (Form 55182), which FORM SB-1 is attached hereto, and incorporated herein by reference, as Exhibit C.

**"Term"** shall mean the forty (40) year period commencing on January 1, 2027, and December 31, 2066.

**"Qualified Property"** shall be depreciable personal property as defined under IC 6-1.1-10-44(c) which is first acquired, located, installed, and placed into service on the Development Site as further ascribed to it in Section 3.02 hereof.

## **ARTICLE II**

### **COMPANY OBLIGATIONS**

#### **Section 2.01 Project Completion: Performance Milestones.**

(a) In consideration and as a material inducement for the City Parties providing the Incentives, the Company shall cause by no later than December 31, 2030, to be invested by the Company or by others, at least Eight Hundred Million and 00/100 Dollars (\$800,000,000) (the **"Initial Capital Investment"**) and to be employed no fewer than thirty (30) full-time employees, by the Company, contracted vendors, or any combination thereof at the Development Site (the **"Job Commitment"**), at an average annual wage of at least one hundred twenty-five percent (125%) of the average wage for La Porte County, Indiana inclusive of wages and benefits, as published by the United States Bureau of Labor Statistics (the **"Wage Commitment"**), and collectively, with the Job Commitment, the **"Job and Wage Commitment"**) and collectively, with the Initial Capital Investment, the **"Performance Milestones"**.

(b) The Initial Capital Investment by the Company in the Development Site does not include the amount of any contribution towards offsite public infrastructure including, but not limited to, water, wastewater or transportation improvements, nor does it include any other investments by the Company in the City that are not otherwise set forth in this Agreement.

(c) In order to maintain the Data Center Exemption, the Parties agree that the Company shall have no obligation under this Agreement to meet any investment commitment other than the Initial Capital Investment. However, the Parties also agree that the Company shall have the obligation of maintaining the Job and Wage Commitment for duration of the Term, and in doing so, the Company acknowledges that if and when the average wage for La Porte County, Indiana, is adjusted, the Company's average wage will likewise need to be adjusted to ensure compliance with the requirements of IC 6-1.1-10-44(b)(4).

(d) Upon written notice to the City Parties, the Company may terminate this Agreement on any date prior to the Company's receipt of a reduction in tangible real property or personal property meaning the Qualified Property taxes as a result of the

Incentives, and in such event the City Parties and the Company shall have no further obligation under this Agreement.

**Section 2.02 Company Payments to the City.**

(a) The Company shall pay to the City the following economic development incentive payments (the "EDI Payments"): (i) no later than ninety (90) days after written notice and receipt of invoice following the date on which the final certificate of occupancy is issued on the first Data Center Building, the amount of Five Million Five Hundred Thousand Dollars (\$5,500,000), and (ii) on the twelve month anniversary following the initial payment for each of the next thirty-nine years, the amount of Five Hundred Thousand Dollars (\$500,000). The EDI Payments shall not constitute a payment in lieu of any ad valorem tax liability, charge, or fee of the City or any other overlapping taxing unit within Tax Unit 022 (Michigan City-Michigan Township) and shall be separate from and in addition to any regular annual installments of locally-assessed real property and personal property ad valorem tax liability due as the same may become due and payable in the ordinary course.

(b) No later than ninety (90) days after written notice and receipt of invoice following the issuance of a final certificate of occupancy for the first Data Center Building, the Company shall pay the following amounts: (a) One Million Dollars (\$1,000,000) to the Economic Development Corporation, Michigan City, Indiana to be used to support economic development projects and programs benefitting the City, and (ii) One Hundred Thousand Dollars (\$100,000) to the City to be used to pay costs of the segregation of sanitary sewers and storm water sewers.

**Section 2.03 Company and Taxpayer Performance Reporting.**

(a) By no later than May 15, 2027, and then annually through and including May 15 following the year during which the Company has completed the Initial Capital Investment, the Company shall provide to the City Parties a report showing the extent to which it has performed to date against the Performance Milestones (the "Company Performance Report" or "Report"). Said Report shall be provided in the form of Exhibit D, attached hereto. Thereafter, by or before May 15 of the second year following the year during which the Company has completed the Initial Capital Investment, and then annually for the remainder of the Term, the Company shall also provide a certification to the City Parties, in the form of Exhibit D, attached hereto, of the Company's compliance with the ongoing Job and Wage Commitment.

(b) Additionally, by or before May 15 of each year of the Term in which the Company is receiving any Real Property ERA Assessed Valuation Deduction(s) pursuant to IC 6-1.1-12.1 and consistent with this Agreement, the Company shall file the appropriate and required FORM CF-1 with the Council and the Porte County, Indiana Auditor showing the extent to which there has been compliance with the SB-1, and shall further file and/or provide to the appropriate bodies such other information as may be required by the laws of the state of Indiana to maintain the Real Property ERA Assessed Valuation Deduction(s) during the approved abatement period(s).



**Section 2.04 Company's Failure to Achieve Performance Milestones and/or to Comply with the FORM SB-1s Statement of Benefits.**

(a) If the Company has not achieved the Performance Milestones on or by December 31, 2030, the City Parties reserve the right to terminate the Incentives in their entirety upon written notice to the Company as noncompliance with this Agreement with a claw back realized tax savings specific to the year(s) of noncompliance pursuant to the FORM SB-1/VBD and the FORM SB-1/Real Property approving resolutions.

(b) If in any one year during the Term of this Agreement, (i) the Company does not maintain the Wage Commitment, and (ii) starting in calendar year 2031, the Company does not maintain the Job and Wage Commitment and that the failure to comply was not caused by factors beyond the control of the Company (which factors are identified in Section 6.04 below), upon submission of timely FORM CF-1s the Council may deem the Company in noncompliance of this Agreement and notify the Company of a VBD or real property assessed valuation deduction claw back of realized tax savings. In addition, as result of non-compliance the Company shall not receive the Data Center Exemption for said years of noncompliance, or if the Company has already received the tax benefits associated with the Data Center Exemption for such years, the Council may, at its discretion, require the realized tax liability benefits associated with the Data Center Exemption for such years of noncompliance to be repaid to the City and all overlapping taxing units. In the event the City requires repayment of the realized tax liability benefits of the Data Center Exemption as provided hereunder, the City shall provide the Company with a written statement calculating the amount due ("*Statement*"), and the Company shall make such repayment to the City within thirty (30) days of the date of delivery of the Statement. If the Applicant does not make timely repayment, the City shall be entitled to all reasonable costs and attorney's fees incurred in the enforcement of this Agreement and the Statement and collection of the realized tax liability benefits required to be repaid hereunder.

(c) If the Council determine that the Company has not substantially complied with commitments set forth in a FORM SB-1s as annually filed under a FORM CF-1 and that the failure to comply substantially was not caused by factors beyond the control of the Company (which factors are identified in Section 6.04 below), the Council and any other governmental bodies having jurisdiction over the Real Property ERA Assessed Valuation Deduction(s) may proceed according to the requirements of Indiana law and under IC 6-1.1-12.1 with respect to the termination of the Real Property ERA Assessed Valuation Deduction(s). Prior to terminating the Real Property ERA Assessed Valuation Deduction(s), including the holding of any public hearing provided for under Indiana law or local policy, the Council shall provide thirty (30) days' notice to the Company setting forth its reasoning as to why the Company has not substantially complied with the commitments set forth in the Resolutions and the FORM SB-1s as identified on the FORM CF-1, and the Company shall then have an opportunity to explain its purported noncompliance in an effort to maintain any Real Property ERA Assessed Valuation Deduction(s) then in effect during the approved abatement period.

(d) Notwithstanding anything contained herein to the contrary, the failure of the Company to meet the Performance Milestones and/or to maintain the Job and Wage Commitment, as set forth in this Section 2.04, shall not constitute a default under Article Y hereof, and the only remedies to the City Parties for such failures are the actions described in this Section 2.04.

**Section 2.05 Partial Assessments; Appeal of Assessed Value.**

(a) From and after the effective date of this Agreement, the Parties agree that the Company shall be responsible for the payment of ad valorem tangible real property taxes on any partial assessments of the appropriate assessing official with respect to Data Center Buildings or other real property improvements located within and constructed on the Development Site. The Company may appeal or otherwise challenge the assessed value of the Development Site or any improvements which are constructed thereon.

(b) The Company may appeal to the Property Tax Appeal Board of Appeals ("PTABOA") of LaPorte County, Indiana under the Office of the LaPorte County Assessor) or otherwise challenge the assessed value of the Development Site or any duly assessed real property improvements which are constructed thereon if the total aggregate assessed value of the Development Site and any tangible real property improvements constructed thereon exceeds One Hundred Twenty-Five Dollars (\$125) per square foot.

**Section 2.06 State Law Control.** In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and the requirements of the laws of the state of Indiana for maintaining the Incentives, the Parties shall take such reasonable actions as are necessary to maintain the Incentives pursuant to the laws of the state of Indiana. In the event that the City is prohibited from providing any Incentive or Incentives pursuant to the terms of this Agreement by the laws of the state of Indiana or any other applicable law or laws, this Agreement will be modified to adjust the Incentive or Incentives to be legally compliant while maintaining the maximum Incentive or Incentives allowable by law but not to exceed the Incentive or Incentives under this Agreement.

**Section 2.07 Performance by Company Affiliates.** The Company may, at its sole discretion, perform any of its obligations in this Agreement through an Affiliate of the Company, and such performance shall constitute performance by the Company under this Agreement.

**ARTICLE III**

**CITY PARTIES' OBLIGATIONS**

**Section 3.01 Real Property Economic Revitalization Area Assessed Valuation Deductions.**

(a) Subject to full compliance with the procedures required by law and further subject to ongoing compliance by the Company and any other owner(s) or Affiliates of the Development Site or a Data Center Building (collectively, the "Real Property Owner") for maintaining a Real

Property ERA Assessed Valuation Deduction(s) under the laws of the state of Indiana, the City shall provide to a Real Property Owner Real Property ERA Assessed Valuation Deduction on real property improvements for an abatement period of 10-years with the abatement percentage to be fifty percent (50%) for a term of 10-year abatement period, for all Data Center Buildings constructed on the Development Site (the "**Real Property ERA Deduction**"), pursuant to IC 6-1.1-12.1, *et seq.* (the "**ERA Assessed Valuation Deduction Act**"), as may be amended and modified from time-to-time. For each Data Center Building, the Real Property ERA Assessed Valuation Deduction shall apply to all of the Real Property Owner's real property investment in the Data Center Building for a period of ten (10) years, with year one of the abatement period being the first year of full assessment (100% assessment) of real property improvements. Partial assessment of any real property improvement shall not be qualified for a Real Property ERA Assessed Valuation Deduction. To provide the Real Property ERA Assessed Valuation Deduction, the Council shall designate the Development Site as an economic revitalization area pursuant to Section 2.5 of the ERA Assessed Valuation Deduction Act , and if the Company or other Real Property Owner expands the Development Site pursuant to pursuant to ARTICLE VI, Section 6.08 titled Amendment through the acquisition of additional real estate upon which the Project may be expanded for the construction of Data Center Building(s), the Council as the designating body may amend the ERA for said additional real estate acquired by the Real Property Owners.

For avoidance of doubt, and notwithstanding anything contained herein to the contrary, a FORM SB-1 for a Real Property ERA Assessed Valuation Deduction shall not be considered by the Council upon the termination of the ERA as approved in the Resolution. In addition, any active abatement period shall automatically expire at the end of the Term, even if the full benefit of such Real Property ERA Assessed Valuation Deduction have not been fully realized by a Real Property Owner at the time of such expiration.

(b) The City has concluded that the existing building improvements on the Development Site constitutes an "eligible vacant building" under the Section 4.8 of the ERA Assessed Valuation Deduction Act, and as part of the Real Property ERA Assessed Valuation Deduction, the Council shall provide to the Real Property Owner an Incentive for an abatement period of 10-years with the abatement percentage to be fifty percent (50%) for a term of 10-year abatement period with respect to the existing vacant building, as deemed qualified under Section 4.8 of the ERA Assessed Valuation Deduction Act.

(c) The Development is currently owned by \_\_\_\_\_ (the "Lessor") and may be leased or purchased by the Company. As a result, the Real Property Owner may be the Lessor, the Company, or another party, and the entity that is the Real Property Owner will satisfy the obligations to file initially the appropriate FORM SB-1(s) and file annually during the approved abatement period the appropriate FORM CF-1(s) necessary to receive and maintain the Real Property ERA Assessed Valuation Deduction(s).

**Section 3.02 Data Center Equipment Exemption.** Subject to full compliance with the terms and the ongoing requirements of this Agreement, the Council will by resolution pursuant to IC 6-1.1-10-44 a one hundred percent (100%) personal property tax exemption for the Term of this Agreement for all tangible depreciable personal property that is located on the Development Site that qualifies as "enterprise information technology equipment" under IC 6-1.1-10-44(c) ("**Qualified Property**"), whether such property is deemed to be in service or equipment not placed

in service and/or critical spare parts (50IAC 4.2-6 & 6) per FORM 106. The personal property tax exemption under this subsection (the "*Data Center Exemption*") shall commence on the Data Center Exemption Commencement Date. The Data Center Exemption shall apply only to Qualified Property of the Company that is located on the Development Site, and not to other tangible personal property of the Company that may otherwise be subject to assessment on an appropriate FORM 103 for taxation.

With respect to the Data Center Exemption, this Agreement shall constitute an agreement between the Company and the Council, as the designating body of the City, for purposes of IC 6-1.1-10-44(g). If the ownership of Qualified Property is transferred by the Company, the transferee is entitled to the Data Center Exemption provided by this Section 3.02 on the same terms as the Company.

## **ARTICLE IV**

### **CONFIDENTIALITY**

Section 4.01 Confidential Information. "*Confidential Information*" includes any information provided by or made available by a party to another party in connection with this Agreement, regardless of the form, format, or media on or in which the information is provided and regardless of whether any such information is marked as such or disclosed deliberately or inadvertently. For avoidance of doubt, the Performance Reports shall not be treated as Confidential Information for purposes of this Agreement provided that any cost information therein shall remain confidential to the extent permitted by law.

Section 4.02 Confidentiality and Non-Disclosure. Confidential Information will be used solely for the purposes of this Agreement. The parties will maintain Confidential Information in strict confidence and will not disclose Confidential Information to any individual without the prior written consent of the party that provided the Confidential Information. The parties will take all measures reasonably necessary to protect and prevent Confidential Information from inadvertent release, disclosure, or theft and prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information. The parties will notify one another immediately in the event of any unauthorized use or disclosure of Confidential Information.

Section 4.03 Exclusions to Confidentiality and Non-Disclosure. The confidentiality and non-disclosure provisions of this Agreement will not apply to Confidential Information that (i) is or becomes generally available to the public, other than as a result of a disclosure by violation of this Agreement by a party, or (ii) is disclosed pursuant to a judicial action or government statute or regulations, including without limitation, the Indiana Access to Public Records Act ("APRA").

## **ARTICLE V**

### **DEFAULTS AND REMEDIES**

Section 5.01 Default. If either the City Parties or the Company fails to perform or delays performance of any term or provision of this Agreement, or if any representation or warranty made herein proves to be false or misleading in any material respect when made, such conduct shall

constitute a default hereunder. The Party in default must commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy within the periods provided in Section 5.03 hereof.

**Section 5.02 Notice.** If a default under this Agreement occurs, the non-defaulting Party shall give written notice of the default (a "***Default Notice***") to the Party in default, specifying the nature of the default. Failure or delay in giving a Default Notice shall not constitute a waiver of any default or operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any right or remedy hereunder shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

**Section 5.03 Cure Period.** The non-defaulting Party shall have no right to exercise a right or remedy hereunder unless the subject default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto or, where the default is of a nature which cannot be cured within such thirty (30) day period, the defaulting Party fails to commence such cure within thirty (30) days and to diligently proceed to complete the same in an additional ninety (90) days (i.e., one hundred twenty (120) days total). A default which can be cured by the payment of money or the failure to provide the Real Property Abatement or the Data Center Exemption are understood and agreed to be among the types of defaults which can be cured within thirty (30) days.

**Section 5.04 Rights and Remedies.** Upon the occurrence and during the continuance of an event of default by a Party beyond all applicable notice and cure periods hereunder, the non-defaulting Party shall have all rights and remedies against the defaulting Party as may be available at law or in equity, including, without limitation, the right to obtain specific performance, to recover damages for any default (excluding any consequential, punitive, or special damages), or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding the foregoing, except as described in Section 2.04 hereof, the Company shall not be obligated to repay any Real Property Abatement or Data Center Exemption from any tax years prior to when the City issued a Default Notice, and similarly, the City shall not be obligated to repay any Supplemental Payments received prior to when the Company issued a Default Notice. Such rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the event of default or any other event of default by the defaulting Party.

## **ARTICLE VI**

### **GENERAL PROVISIONS**

#### **Section 6.01 Representations.**

(a) **City Representations.** The City Parties represent and warrant that: (i) the City and the Council have the full legal right, power, and authority to execute, deliver and perform this Agreement; and (ii) this Agreement is duly authorized, has been validly

executed and delivered, and is legal, valid, binding and enforceable against the City Parties in accordance with its terms.

(b) Company Representations. The Company represents and warrants that: (i) the Company has the full legal right, power, and authority to execute, deliver and perform this Agreement; (ii) the Company is a Delaware limited liability company qualified to do business in the State of Indiana; (iii) this Agreement is duly authorized, has been validly executed and delivered, and is legal, valid, binding and enforceable against the Company in accordance with its terms; (iv) the Company shall timely file all of the Performance Reports in accordance with the terms of this Agreement and the laws of the State of Indiana; and (v) the Company will pay all real property tax bills for the Development Site before the tax bills are delinquent. The Company further acknowledges that this Agreement touches and concerns the Development Site and that this Agreement is intended to be and shall be a covenant running with the Development Site, binding upon and enforceable against the Company, its successors and assigns, and all persons claiming under or through the Company so long as the Abatements are in effect.

(c) Representation by Counsel. Each Party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against another Party shall have no application and is expressly waived.

**Section 6.02 Mutual Assistance.** The Parties agree to take such actions in a prompt and timely manner, including the execution and delivery of such documents, as may be necessary or appropriate to carry out the terms and intent of this Agreement and to aid and assist each other in carrying out said terms and intent.

**Section 6.03 Agreement Performance and Execution.** The Parties will make every reasonable effort to expedite the subject matter in this Agreement and hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

**Section 6.04 Extension of Time and Performance.** Neither Party shall be deemed to be in default hereunder when it fails to perform or delays performance of any non-monetary obligations under this Agreement to the extent due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics and pandemics (including without limitation COVID-19), quarantine restrictions, freight embargoes, lack of transportation, newly enacted governmental restrictions or tariffs, unusually severe weather, the inability to obtain sufficient utility service, or the inability to secure necessary labor, materials, equipment, or tools. An extension of time to perform shall be granted as a result of any of the foregoing causes, which extension shall be for the period of the forced delay and shall run from the time of the commencement of the cause, if notice is sent by the Party claiming such extension to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Parties by mutual agreement. For avoidance of doubt, and notwithstanding anything contained herein to the contrary, the Company's obligations to pay the Supplemental Payments shall not be excused on the basis of any of the factors set forth in this Section 6.04.



**Section 6.05 Waiver.** No waiver of any default, failure to perform, condition, provision, or breach of this Agreement will be deemed to imply or constitute a waiver of any other like default, failure to perform, condition, provision, or breach of this Agreement.

**Section 6.06 Governing Laws; Consent to Jurisdiction.** This Agreement will be construed in accordance with, and governed by, the laws of the state of Indiana. The Parties hereby agree and consent to the exclusive personal and subject matter jurisdiction of the United States District Court for the Northern District of Indiana, Hammond Division, which shall be the sole and exclusive forum with any claim, cause of action, or any other dispute between the Parties relating to the terms, obligations, and/or conditions of this Agreement.

**Section 6.07 Entire Agreement.** Except as otherwise expressly provided herein, this Agreement, including its exhibits, supersedes all prior agreements, oral or written negotiations, and discussions with respect to the subject matter hereof, and is a full integration of such agreement of the parties as to such subject matter.

**Section 6.08 Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual, written consent of the Parties, as provided by law, and by the execution of said amendment by the Parties or their successors-in-interest.

**Section 6.09 Headings and Construction.** The headings used for the articles, sections, and paragraphs of this Agreement are for convenience and reference purposes. This Agreement has been reviewed and negotiated by the parties and should not be interpreted more strongly for or against any party based upon the source of draftsmanship.

**Section 6.10 Severability.** If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity will not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.

**Section 6.11 Assignment.** None of the parties may assign this Agreement, or any rights, interests, or obligations hereunder, without the prior written consent of all other parties, provided however, that the Company may assign this Agreement and any rights, interests, or obligations hereunder, without the prior written consent of the City Parties, to (a) an Affiliate, or (b) to a third party acquiring the entirety of the Development Site and the Project, so long as such third party has acquired title to the Development Site and has the financial wherewithal to complete the Project, or if the Project is complete, experience in operating data center projects similar to the Project. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of the parties hereto and their respective successors, administrators, trustees, and assigns.

**Section 6.12 Third Party Beneficiaries.** Nothing in this Agreement confers any rights or remedies on any third party not a signatory to this Agreement.

**Section 6.13 No Joint Venture or Partnership.** Nothing contained in this Agreement is to be construed as creating either a joint venture or partnership relationship between the parties or any affiliate thereof either collectively or severally.

**Section 6.14 Notices.** Any notices required for this Agreement will be given in writing, and will be deemed delivered when received by U.S. certified mail, United Parcel Service, or Federal Express, at the following addresses:

**If to the Company:**

**Lavender Fields Holdings LLC  
c/o Corporation Service Company  
135 North Pennsylvania Street  
Suite 1610  
Indianapolis, IN 46204**

**With copies to:**

**Barnes & Thornburg LLP  
Richard J. Hall  
11 South Meridian Street  
Indianapolis, IN 46204**

**If to the City Parties:**

**Office of the Mayor  
Common Council  
Michigan City, Indiana  
c/o City Clerk  
100 East Michigan Boulevard  
Michigan City, Indiana 46360**

**With copies to:**

**Jewell Harris, Jr.  
Harris Law Firm  
Once Cadence Park Plaza  
Michigan City, Indiana 46430**

**Section 6.15 Counterparts.** This Agreement may be executed by facsimile or electronically exchanged signature pages and/or in any number of counterparts, each of which when so executed will be deemed an original, but all of which together will constitute the same instrument.

**Section 6.16 Effective Date.** This Agreement shall be effective on the Effective Date and the Parties hereto shall have no obligations under this Agreement until the conditions precedent to the effectiveness of this Agreement are fulfilled.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties have executed this Taxpayer Agreement as of the date first written above.

**MICHIGAN CITY, INDIANA**

\_\_\_\_\_  
**Angie Deutch, Mayor**

**Date:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Gale Neulieb, City Clerk**

**Date:** \_\_\_\_\_

**COMMON COUNCIL  
MICHIGAN CITY, INDIANA**

\_\_\_\_\_  
**Tracie Tillman, President**

**Date:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Gale Neulieb, City Clerk**

**Date:** \_\_\_\_\_

**LAVENDER FIELDS HOLDINGS LLC**

\_\_\_\_\_  
**Michael Monfort, Manager**

**Date:** \_\_\_\_\_

**EXHIBIT A**

**Development Site Boundary Description and Map**

Development Site Boundary Description and Map

**EXHIBIT B**

**FORM SB-1/Real Property:  
Statement of Benefits Real Estate Improvements**

**EXHIBIT C**

**FORM SB-1/VBD:  
Statement of Benefits Vacant Building Deduction**



**EXHIBIT D.1****Certification of Compliance with Performance Milestones**

<b>Company Name</b>	
<b>Location</b>	
<b>Performance Reporting Period Ending Date</b>	
<b>Performance Date</b>	

**PROJECT PERFORMANCE:**

Performance Measurement	Milestone	As of [ ]	% Complete
Capital Investment (provide breakdown below)	\$800,000,000		
New Jobs	30		
Average Annual Wage	125% of La Porte County, IN, Average Wage inclusive of wages and benefits		

Initial Capital Investment Breakdown	Amount
Land	\$0
Real Property	\$
Personal Property	\$

The undersigned party certifies that the above and foregoing is true and accurate to the best of my knowledge and belief this \_\_\_\_ of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
[Representative]

[Title]

[Company]

**EXHIBIT D.2**  
**Annual Certification of Compliance with the Job and Wage Commitment**

<b>Company Name</b>	
<b>Location</b>	
<b>Performance Reporting Period Ending Date</b>	
<b>Performance Date</b>	

**PROJECT PERFORMANCE:**

Performance Measurement	Milestone	As of [ ]	% Complete
Jobs	30		
Average Annual Wage	125% of La Porte County, IN, Average Wage inclusive of wages and benefits		

The undersigned party certifies that the above and foregoing is true and accurate to the best of my knowledge and belief this \_\_\_\_ of \_\_\_\_\_, 20\_\_.

[\_\_\_\_\_]

\_\_\_\_\_  
[Representative]  
[Title]  
[Company]

Date: \_\_\_\_\_

**MICHIGAN CITY COMMON COUNCIL**

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

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MICHIGAN CITY,  
INDIANA, REGARDING THE FUTURE OF THE INDIANA STATE PRISON  
PROPERTY**

**WHEREAS**, the Indiana State Prison, located in Michigan City, has for decades placed a physical, economic, and social burden on the City's Westside, limiting opportunities for redevelopment and neighborhood growth; and

**WHEREAS**, in December 2024, the State of Indiana executed a Letter of Intent with the City of Michigan City to transfer ownership of the Indiana State Prison site to the City by January 1, 2029, providing a pathway for community-led reimagination and redevelopment of the property; and

**WHEREAS**, in reliance on that Letter of Intent issued by the State of Indiana, the City of Michigan City invested significant resources, including community outreach and professional services, to create a plan of redevelopment for the property; and

**WHEREAS**, READI 2.0 funds have been expended to assist in advancing this comprehensive reimagination strategy for the property; and

**WHEREAS**, through the Vibrant Michigan City initiative, several public meetings and other public engagement have occurred in an effort to further refine the design and redevelopment of the property; and

**WHEREAS**, on August 19, 2025, the State of Indiana rescinded that Letter of Intent due to changing circumstances at the state level; and

**WHEREAS**, recent reports indicate the State intends to continue operating the Indiana State Prison beyond 2027, and there is public concern that the facility could be repurposed for federal immigration detention or other uses inconsistent with the City's long-term vision; and

**WHEREAS**, the Common Council affirms that Michigan City taxpayers should not bear the costs or consequences of policies that expand detention capacity at the expense of local redevelopment, economic growth, and community wellbeing; and

**WHEREAS**, in addition to the Common Council of the City of Michigan City, other entities have drafted letters of support to the City in these efforts, which are incorporated by reference into this Resolution.

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

1. The Council respectfully urges the State of Indiana and the Governor's Administration to honor the spirit of the December 2024 agreement and work in partnership with Michigan City to ensure that the Indiana State Prison property is ultimately transitioned for redevelopment.
2. The Council strongly opposes the use of the Indiana State Prison site as an immigration detention facility or for other purposes that would undermine the City's vision for equitable economic growth and community revitalization.
3. The Council reaffirms its commitment to the ongoing Reimagination Study and pledges to continue engaging residents, businesses, and regional partners in shaping a future for the site that benefits the community as a whole.
4. A copy of this resolution, along with letters of support from the community, shall be transmitted by the Clerk to the Governor of Indiana, the Commissioner of the Indiana Department of Correction, and members of the Indiana General Assembly representing LaPorte County.

**INTRODUCED BY:** \_\_\_\_\_  
Tracie Tillman, President

\_\_\_\_\_  
Daisy Lee, Member

\_\_\_\_\_  
Bryant Dabney, Member

\_\_\_\_\_  
Don Przybylinski, Member

\_\_\_\_\_  
Joseph Nelson, Member

\_\_\_\_\_  
Tim Bietry, Member

\_\_\_\_\_  
Vidya Kora, Member

\_\_\_\_\_  
Gregory Coulter, Member

\_\_\_\_\_  
Nancy Moldenhauer, Member

Passed by the Common Council of the City of Michigan City, Indiana this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tracie Tillman, President  
Michigan City Common Council

Approved/Vetoed (circle action taken) by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Angie Nelson Deutch, Mayor  
Michigan City, Indiana

ATTEST:

\_\_\_\_\_  
Gale A. Neulieb, Clerk  
City of Michigan City, Indiana

*Prepared by Harris Law Firm, P.C. Upon Request*

MICHIGAN CITY COMMON COUNCIL

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

APPROVING ADDITIONAL APPROPRIATION IN THE BUDGET OF THE  
PARK CONCESSION NON-REVERTING FUND #2507 TO CONSTRUCT A NEW  
WINGS OF WONDER AVIARY EXHIBIT AT WASHINGTON PARK ZOO

WHEREAS, it has been demonstrated to the Common Council of the City of Michigan City that it is necessary to appropriate more money than was appropriated in the 2025 Annual Budget for the Park Concession Non-Reverting Fund #2507 for the Parks Department to construct a new Wings of Wonder Aviary Exhibit at the Washington Park Zoo; and

WHEREAS, the City Controller has determined that sufficient unappropriated funds are available in the Park Concession Non-Reverting Fund #2507 for the Parks Department to be appropriated for that purpose.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Michigan City, La Porte County, Indiana, that for the expenses of the City the following additional sums of money are hereby appropriated out of the fund named and for the purpose specified above, subject to the laws governing the same:

	<u>AMOUNT REQUESTED</u>	<u>AMOUNT APPROPRIATED</u>
DECREASE Park Concession Non-Reverting Fund #2507 Unappropriated balance	\$289,109.00	
INCREASE ACCOUNT #2507.000.439.090 Contractual Services		\$289,109.00
TOTAL FOR FUND	\$289,109.00	

This Ordinance to be effective upon passage by the Council, approval by the Mayor, any necessary publication, and any necessary approval by the Indiana Department of Local Government Finance.

INTRODUCED BY: \_\_\_\_\_  
Bryant Dabney, Member  
Michigan City Common Council  
\_\_\_\_\_  
Don Przybylinski, Member  
Michigan City Common Council  
\_\_\_\_\_  
Nancy Moldenhauer, Member  
Michigan City Common Council  
\_\_\_\_\_  
Tim Bietry, Member  
Michigan City Common Council  
\_\_\_\_\_  
Daisy Lee, Member  
Michigan City Common Council  
\_\_\_\_\_  
Dr. Vidya Kora, Member  
Michigan City Common Council

Passed by the Common Council of the City of Michigan City, Indiana, this \_\_\_\_\_  
day of \_\_\_\_\_, 2025 by a vote of \_\_\_\_\_ to \_\_\_\_\_.

\_\_\_\_\_  
Tracie Tillman, President  
Michigan City Common Council



Approved/Vetoed (circle choice) by me, this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
Angie Nelson Deutch, Mayor  
City of Michigan City, Indiana

ATTEST:

\_\_\_\_\_  
Gale A. Neulieb, Clerk  
City of Michigan City, Indiana

*Prepared by Corporation Counsel Upon Request*



**FILED**  
**AUG 18 2025**  
**GALE A. NEULIEB**  
**CITY CLERK**  
**CITY OF MICHIGAN CITY**

Office of Mayor Angie Nelson Deutch  
(219) 873-1400 | [mayorangie@emichigancity.com](mailto:mayorangie@emichigancity.com)  
100 E Michigan Boulevard, Michigan City, Indiana 46360

August 13, 2025

Michigan City Common Council  
100 E. Michigan Boulevard  
Michigan City, IN 46360


Re: Approving Additional Appropriation in the Budget of the Park Concession Non-Reverting Fund #2507 to Construct a New Wings of Wonder Aviary Exhibit at Washington Park

Dear Council,

In 2023, the USDA's Animal and Plant Health Inspection Services established new regulations and guidelines aimed at reducing risks to birds under the Animal Welfare Act. These new regulations and guidelines set standards for husbandry and exhibiting birds. Washington Park Zoo currently needs habitat improvements to protect the health, safety, and welfare of the birds at the Zoo. Enclosed herein please find Park Board Resolution #1070 supporting the construction of a new Wings of Wonder Exhibit for birds at the Zoo along with a detailed explanation from the Zoo Director, Jamie Huss.

Monies for said Project exists in the non-reverting Park Concession Fund. Thus, at this time, I am requesting an additional appropriation from Park Concession Non-Reverting Fund #2507 in the amount of \$289,109.00 to fund the construction of the Wings of Wonder Aviary Exhibit at Washington Park Zoo. Thank you for your consideration.

Very truly yours,

  
Angie Nelson Deutch, Mayor  
Michigan City, Indiana

Enclosures: *Park Board Resolution #1070 Requesting Additional Appropriation*  
*Letter from Janie Huss, Director, Washington Park Zoo*

FILED

AUG 18 2025

GALE A. NEULIEB  
CITY CLERK  
CITY OF MICHIGAN CITY

Resolution No. 1070

WHEREAS, the Superintendent of the Department of Parks and Recreation has reported that an additional appropriation is necessary within the budget of the Michigan City Department of Parks and Recreation to construct a new Wings of Wonder Aviary Exhibit at Washington Park Zoo; and

WHEREAS, there are funds available for said purposes in the Unappropriated Balance of Park Concession Non-Reverting Fund 2507; and

WHEREAS, the Michigan City Parks and Recreation Board has determined that said expenses are necessary and that an additional appropriation should be made in order to meet said expenses.

NOW, THEREFORE, BE IT RESOLVED that the following transfer be made from the following named accounts to the following named accounts and for the purposes stated therein:

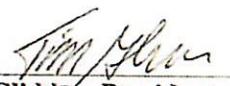
Decrease Park Concession Non-Reverting Fund 2507 Unappropriated Balance	\$289,109.00
Increase Park Concession Fund 2507.000.439.090 Contractual Services	\$289,109.00

BE IT FURTHER RESOLVED that this matter be presented before the next regular meeting of the Michigan City Common Council for petition to said Common Council to pass an additional appropriation ordinance approving said additional appropriation in the manner required by law.

BE IT FURTHER RESOLVED that the Superintendent of the Department of Parks and Recreation shall seek the concurrence of the Mayor of Michigan City upon said additional appropriation immediately.

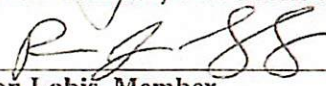
Dated at Michigan City, Indiana, this 6<sup>th</sup> day of August 2025.

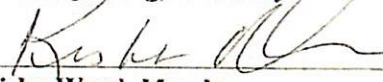
MICHIGAN CITY, INDIANA, CITY PARK AND RECREATION BOARD:

  
Tim Glidden, President

  
Roscoe Hoffman, Vice-President

  
Diane Sperling, Secretary

  
Ryan Labis, Member

  
Kisha Ward, Member

Approved on this 6 day of August, 2025





**FILED**  
**AUG 18 2025**  
**GALE A. NEULIEB**  
**CITY CLERK**  
**CITY OF MICHIGAN CITY**

100 E. Michigan Blvd. / Suite 2  
Michigan City, IN 46360-3293  
Phone (219) 873-1506  
[www.emichigancity.com](http://www.emichigancity.com)

August 6, 2025

The construction of an enclosed Wings of Wonder exhibit is essential not only for protecting the health and welfare of the avian species it houses, but also for complying with regulatory requirements set by the USDA. This need has become increasingly urgent since the fall of 2023, when the USDA's Animal and Plant Health Inspection Service (APHIS) established new regulations and guidelines aimed at reducing risks to birds under the Animal Welfare Act (AWA). These regulations also set standards for husbandry and exhibiting that prioritize the health, safety, and overall welfare of these animals.

Habitat improvements are needed for the following reasons:

**1. Protection from HPAI**

One of the primary reasons for constructing enclosed habitats is to protect birds from potential exposure to HPAI (highly pathogenic avian influenza). Wild birds, particularly waterfowl and shorebirds, are known carriers of the virus and can transmit it to domestic species through direct contact or contaminated droppings. Enclosed habitats serve as physical barriers, preventing interactions with these wild birds and thereby reducing the likelihood of disease transmission.

**2. Reducing Contamination Risks**

Enclosures with solid roofs and appropriate coverings can significantly reduce the risk of contamination from wild bird droppings. By creating a controlled environment, we can protect the living space, food, and water sources of our collection birds, promoting their health and minimizing veterinary concerns related to diseases like HPAI.

**3. Addressing Environmental and Weather Threats**

Enclosed habitats are especially crucial in high-risk areas, such as regions like ours near wetlands and lakes where wild waterfowl congregate. In these locations, it is vital to keep birds indoors or within fully covered enclosures during outbreaks to ensure their survival. Additionally, well-designed enclosures can protect birds from environmental factors such as extreme weather, predators, and human disturbances.

**4. Design Features to Increasing Attendance**

An all-season, temperature-controlled enclosure not only ensures the safety of birds and visitors from health risks but also allows the attraction to be open longer throughout our entire open season. This extended availability can generate additional revenue through seed sticks sales. Currently, temperature regulations limit the aviary's availability to welcome visitors inside the space only when it is not raining and temperatures range is from 65 to 83 degrees for the health and comfort of the birds.

*Zoo Director Jamie Huss*

Fund 2507.000 Park Concession Non-Reverting  
06/30/25 cash balance \$414,529

Estimate revenue Jun-Dec 2025 \$198,270  
Estimated expenses Jun-Dec 2025 \$117,850  
Estimated net Jun-Dec 2025 \$ 20,420

Estimated 2025 YE cash balance \$434,949  
Total Project Cost \$289,109  
Final 2025 cash balance \$145,840

FUND	AMOUNT
2315 gifts & donations	\$12,700
2316 endowment	\$163,300
2507 capital outlay budgeted	\$21,800
2507 cash balance	<u>\$289,109</u>
TOTAL	\$486,909
Construction	\$486,909