



6100 Southport Road  
Portage, Indiana 46368  
(219) 763-6060  
www.nirpc.org

**NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION**  
**EXECUTIVE BOARD MEETING**  
March 21, 2024 at 9:00 A.M.  
NIRPC Lake Michigan Room, 6100 Southport Road, Portage

- 1.0 Call to Order and Pledge of Allegiance – Tom Dermody
- 2.0 New Appointments to the Commission - Attorney Dave Hollenbeck
- 3.0 Roll Call – Candice Eklund
- 4.0 Public Comment on Today's Agenda Items  
*Members of the audience who have signed up to comment on agenda items will be recognized by the Chair. Time is limited to 3 minutes per commenter.*
- 5.0 Approval of the Minutes of the February 15, 2024, Executive Board Meeting (pp. 1-3)  
***ACTION REQUESTED: Approval***
- 6.0 Report of the Chair – Tom Dermody
- 7.0 Report of the Executive Director - Ty Warner
- 8.0 Finance and Personnel Committee – Wendy Mis (pp. 4-36)
  - 8.1 Resolution #24-04: Authorizing Payment of Remaining Non-Award Funds in the La Porte County Revolving Loan Fund to La Porte, Indiana, and Michigan City, Indiana, and cessation of the La Porte County Revolving Loan Fund Program for New Loans.  
***ACTION REQUESTED: Approval***
- 9.0 Technical Planning Committee - Kevin Breitzke
  - 9.1 Presentation: *NWI 2050+ and TIP Approval Update, Tom Vander Woude*
- 10.0 INDOT - Matt Deitchley, La Porte District Deputy Commissioner
  - 10.1 Presentation: *I-80/94 FlexRoad MEGA Project*
- 11.0 Other Business
- 12.0 Announcements
- 13.0 Adjournment  
The next meeting on April 18, 2024 will be a Full Commission meeting.

NIRPC Executive Board Meeting  
6100 Southport Road, Portage, IN  
February 15, 2024 Minutes

**Call to Order**

Chair Tom Dermody called the meeting to order at 9:01 a.m. with the Pledge of Allegiance. The meeting was streamed live on YouTube.

**New Appointments to the Commission**

Dave Hollenbeck announced the appointments to the Commission of James Burge (Porter), Jonathan Haley (Long Beach), Keesha Hardaway (Merrillville), Vanessa Hernandez-Orange (East Chicago), and David Phelps (Beverly Shores).

**Roll call** - Taken by Candice Eklund.

**Present**

The 8 Executive Board members present at the meeting included Kevin Breitzke (Porter County Surveyor), Tom Dermody (La Porte), Bill Emerson (Lake County Surveyor), Justin Kiel (La Porte County Council), Wendy Mis (Munster), Lisa Rosenkranz (LaCrosse), Tom Schmitt (Schererville), and Jim Ton (Chesterton).

The 4 other Commissioners present at the meeting included James Burge (Porter), Robert Carnahan (Cedar Lake), Kurt Jordan (Burns Harbor), and George Topoll (Union Township). Also present was Adam Parkhouse representing INDOT.

**Absent**

The 2 Executive Board members absent from the meeting included Denise Ebert (Wanatah) and Jim Pressel (Governor Appointee).

Gary, Hebron, Kingsbury, Michigan City, The Pines, Trail Creek, and Valparaiso have appointed no representatives to NIRPC.

Staff present included Ty Warner, Tom Vander Woude, Kathy Luther, Denarie Kane, Charles Bradsky, Scott Weber, Kevin Polette, Candice Eklund, and attorney Dave Hollenbeck.

**Public Comment** – There were no public comments.

**Approval of Minutes**

The minutes of the January 18, 2024, Full Commission meeting were approved on motion by Bill Emerson and seconded by Jim Ton.

**Report of the Chair** – Tom Dermody

Tom Dermody reported he attended the National Association of Regional Councils (NARC) conference this week and turned further reporting over to Mr. Warner.

**Report of the Executive Director** - Ty Warner

Ty Warner appreciated Tom Dermody, Justin Kiel, and Wendy Mis attending the NARC Conference of Regions in Washington, DC this year. Warner reported that one of the primary focus areas was on transportation and laying the groundwork now for the re-authorization of the next transportation bill. This new legislation will come up in two years and there is still no sustainable source of funding for the Highway Trust Fund program yet. This funds all the projects that come through NIRPC's normal transportation funding programs and is currently funded by the gas tax, which has not changed since 1993. There is a huge movement to try and replace that allocation with a mileage-based user fee, also known as a Road User Charge, moving away from the dependence on the gas tax. The group attending the NARC conference also discussed the ongoing issues with blocked railroad crossings, stating that although some efforts have been made in Hammond since the ProPublica article capturing on video school children crawling under railroad cars, it continues to be a problem to find effective solutions, and congressional help will be needed to bring those class 1 railroads to the table for discussion. Thirdly, the group discussed the Calumet National Heritage Area, where NIRPC has passed a resolution in support of this initiative but has so far not been introduced.

Wendy Mis reported the NARC conference offered great information and felt the sessions were helpful from both the municipalities and the MPOs points of view and appreciated the opportunity to attend. Tom Dermody reported La Porte County has had dealings with the Norfolk and Southern Railroad, who has not shown interest in participating as a good community partner, but noted the top administration in La Porte County is meeting with the CEO of Norfolk and Southern Railroad today. Justin Kiel reported he had the opportunity to moderate a panel where the Administrator of the Federal Railroad Administration was speaking and was able to talk with him regarding the issues La Porte is facing with the railroads.

Ty Warner provided an update on House Bill 1251 that would increase the local appropriations NIRPC receives from the counties that has not changed since 1992. Representative Hal Slager introduced House Bill 1251 and asked to receive resolutions of support from Lake, La Porte, and Porter Counties to ensure they are aware of and in agreement with increasing the appropriation to NIRPC. La Porte County approved the request in January. Lake and Porter Counties also approved the request but with two stipulations; (1) increase the appropriations \$0.16 a year for five years (2025-2029) to phase in the increase to \$1.50 per capita, and (2) re-visit the counties for any additional appropriation increase once the per capita amount reaches \$1.50 in 2029. Warner is thankful for the support from all three counties and the value the counties are seeing from NIRPC. Hal Slager is now seeking to attach the language in House Bill 1251 to a similar bill from the Senate.

Denarie Kane reported NIRPC will be getting a Fellow through the International Economic Development Council (IEDC). NIRPC received notification last week that they were 1 of 65 organizations across the country selected for this inaugural Economic Recovery Corps program. The EDA is funding the \$30 million program and will offset the cost of the Fellow for two and a half years to a host organization. The Fellow selected for NIRPC is Celena Green, who will be working on in-depth research on vacant and brownfield sites within a certain proximity of Lake County. Kathy Luther attended training in Portland, Oregon to be a host organization and Ms. Kane attended virtually.

Charles Bradsky announced there will be a New Administration Workshop at NIRPC on February 29 from 10:30 a.m. to 12:30 p.m. The workshop will focus on how NIRPC administers federal funds, disburses federal funds, and submitting Notice of Funding Availability (NOFA) applications. A registration form to sign up for the workshop will be sent out tomorrow.

#### **Environmental Management Policy Committee (EMPC) – Bill Emerson**

Bill Emerson reported the EMPC met on February 1, 2024. Kathy Luther added there was a presentation on the *Sensible Tools Handbook* +. A summary was provided on the different climate planning and climate grants available at the state and metropolitan area levels. Kathy also noted there will be a working group meeting on March 7 at 9:00 a.m. to focus on the NOFA to discuss funding categories and projects that the EMPC will rank for their committee. The next EMPC meeting will be held on May 2, 2024.

#### **Finance & Personnel Committee (F & P) – Wendy Mis**

Wendy Mis reported the F&P Committee did not meet this month. The Full Commission gave authority to Attorney Dave Hollenbeck and Executive Director Ty Warner at the Full Commission meeting last month to continue the lease negotiations and execute the new lease on the Commission's behalf. Attorney Hollenbeck reported NIRPC now has an approved five-year lease, which includes some additions such as the Portage Redevelopment Commission (RDC) will be responsible for changing the American and State flags in the courtyard. The approved lease will now include the utilities being factored into the lease, eliminating utility invoices, which were quite inconsistent in the past. Warner noted the City of Portage RDC approved a comprehensive mold assessment to ensure the building is safe for staff to occupy. The next F&P meeting is scheduled for March 21, 2024.

#### **Technical Planning Committee (TPC) - Kevin Breitzke**

Kevin Breitzke reported the TPC met on February 6, 2024, and heard a presentation on the Roads chapter of *NWI 2050+*. The TPC brought the two action items below to the Executive Board for consideration with a favorable recommendation. The next TPC meeting is scheduled for March 5, 2024.

- Resolution #24-02: Air Quality Conformity Determination (AQCD) report for *NWI 2050+* and FY 2024-2028 Transportation Improvement Program (TIP): Scott Weber reported there were no public comments received. The *NWI 2050+* and the Fiscal Years 2024-2028 TIP were adopted last year. Before the Indiana Department of Transportation (INDOT) can officially approve these core documents for use in administering federal aid funding, the Federal Highway Administration (FHWA) must approve

the AQCD report because portions of our region are designated non-attainment for ozone under the Clean Air Act by the United State Environmental Protection Agency (USEPA). The TPC requested approval of this resolution subject there are no adverse comments received during the public comment period ending February 20, with an effective date of March 19. On motion by Jim Ton and seconded by Bill Emerson, the Executive Board approved Resolution #24-02.

- Resolution #24-03: FY 2024 – 2028 TIP Amendment #24-01: Charles Bradsky reported there were no public comments received. The Inter Agency Consultation Group (ICG) submitted questions and NIRPC addressed each question. Approval and concurrence were given for these projects by members of the ICG on January 18, 2024. Bradsky briefly discussed the summary of projects in TIP Amendment #24-01, which is subject to FHWA and USEPA approving NIRPC’s Air Quality Conformity Determination on March 19, 2024. On motion by Kevin Breitzke and seconded by Jim Ton, the Executive Board approved Resolution #24-03.

#### **INDOT – Adam Parkhouse**

Adam Parkhouse reported INDOT organized a statewide Safety Summit in Indianapolis last month, which was in response to Commissioner Mike Schmitt’s state goal to reduce fatal crashes and serious injury crashes along Indiana Roadways by 25% over the next 10 years. In the coming months, INDOT will hold similar summits at the district level. Parkhouse also addressed the potholes situation that has had a substantial impact on our roadways and how they are working around the clock to fill them in. Kevin Breitzke invited INDOT to give an updated presentation on the Borman Expressway since it is a MEGA project and Parkhouse agreed.

#### **Other Business**

No other business was reported.

#### **Announcements**

Bob Carnahan announced Cedar Lake met with Lowell’s Town Council (due to Cedar Lake sending their sewage to Lowell) where they were informed the expansion of the sewage plant may cost the Towns of Cedar Lake and Lowell \$35-\$40 million. Carnahan asked if anyone knew of any federal grants to help the towns reduce this burden on the residents.

#### **Adjournment**

Hearing no other business, Tom Dermody adjourned the meeting at 9:52 a.m. The next meeting on March 21, 2024, will be an Executive Board meeting.

*The livestream video recording of this meeting is available on NIRPC’s YouTube Channel at [Executive Board Meeting 2-15-24 \(youtube.com\)](https://www.youtube.com/watch?v=...)*



## RESOLUTION 24-04

### **A RESOLUTION OF THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AUTHORIZING PAYMENT OF REMAINING NON-AWARD FUNDS IN THE LA PORTE COUNTY REVOLVING LOAN FUND TO LA PORTE, INDIANA, AND MICHIGAN CITY, INDIANA, AND CESSATION OF THE LA PORTE COUNTY REVOLVING LOAN FUND PROGRAM FOR NEW LOANS**

**Whereas**, the Northwestern Indiana Regional Planning Commission (hereafter referred to as “The Commission”) has operated since 1987, a La Porte County Revolving Loan Fund (hereafter referred to as “The RLF”) under the Economic Development Administration (EDA) of the U.S. Department of Commerce; and

**Whereas**, on September 16, 2021, the Commission approved Resolution 21-16 requesting release of the RLF from certain requirements of the EDA, which is commonly referred to as defederalization; and

**Whereas**, on March 30, 2022, the defederalization request was sent to the EDA; and

**Whereas**, the EDA approved the defederalization of the RLF on October 30, 2023; and

**Whereas**, an *Agreement to Release the EDA Federal Interest In A Revolving Loan Fund Award* (hereafter referred to as “The Agreement” and attached as Exhibit “A”) was executed by the Executive Director on November 9, 2023; and

**Whereas**, the defederalization allows the Award funds, defined in the Agreement as the federal share of the RLF capital base, to be used for one or more activities that continue to carry out the economic development purposes of the Public Works and Economic Development Act of 1965 (PWEDA); and

**Whereas**, the La Porte County Revolving Loan Managing Board (hereinafter referred to as “The Board”) met on February 2, 2024, and has recommended to the Finance and Personnel Committee, the return of remaining Non-Award funds to the cities of La Porte, Indiana, and Michigan City, Indiana, in equal amounts under the proposed terms in draft agreements attached as Exhibit “B” and Exhibit “C”; and

**Whereas**, the Board has further recommended to the Finance and Personnel Committee that the RLF program cease in terms of approval of new loans by the La Porte County loan committee; and

**Whereas**, the Finance and Personnel Committee has reviewed the recommendations from the Board and has recommended the same to the Commission; and

**Whereas**, the Commission supports the payment of remaining Non-Award funds to La Porte, Indiana and Michigan City, Indiana; and

**Whereas**, the Commission supports the cessation of the La Porte County RLF program for new loans; and

**Whereas**, the Commission authorizes NIRPC's Attorney to negotiate final terms for the agreements with each city in consultation with the Executive Director, Chief Financial Officer, and Economic Development District Coordinator; and

**Whereas**, the Commission authorizes the Executive Director to enter into agreements with each city upon the conclusion of negotiations.

**Now, Therefore Be It Resolved** that the Commission approves

- 1) that no new loans be made from the La Porte County Revolving Loan Fund, and
- 2) the payment of remaining Non-Award funds to La Porte, Indiana, and Michigan City, Indiana in equal amounts as per final agreement terms yet to be negotiated.

Duly adopted by the Northwestern Indiana Regional Planning Commission this 21st day of March 2024.

-----  
Thomas Dermody  
Chairperson

ATTEST:

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Justin Kiel  
Secretary

## EXHIBIT A to RESOLUTION 2024-04 (5-page Exhibit)

### AGREEMENT TO RELEASE THE EDA FEDERAL INTEREST IN A REVOLVING LOAN FUND AWARD

THIS AGREEMENT is between the United States Department of Commerce, Economic Development Administration (EDA) and Northwestern Indiana Regional Planning Commission (Recipient).

WHEREAS, EDA, pursuant to its authority under the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3121 *et seq.*), awarded to Recipient one or more grants to capitalize a Revolving Loan Fund (RLF) bearing EDA award numbers 06-39-02180 and 06-39-02180.01 (the Award).

WHEREAS, EDA retains a federal interest in the Award and Recipient has submitted a written request that EDA release its federal interest in the Award consistent with the requirements of the Reinvigorating Lending for the Future Act (Pub. L. 116-192), attached hereto as Appendix A (the Request).

WHEREAS, EDA and Recipient agree that the current value of the RLF capital base is \$486,141.61, the federal investment rate is 72.41%, and the federal share of the RLF capital base is \$352,015.14 (the Award Funds).

WHEREAS, EDA has determined that 1) more than seven years have passed since the final EDA disbursement to Recipient of funds under the Award, 2) Recipient has complied with the terms and conditions of the Award, and 3) Recipient proposes to use the Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.

WHEREAS, EDA agrees herein to release its federal interest in the Award and Recipient agrees herein to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.

NOW THEREFORE, EDA and Recipient agree as follows:

1. EDA's Release. EDA agrees to release its federal interest in the Award. EDA's reversionary interest in the Award will cease to exist as of the effective date of this agreement.
  - a. Recipient's use of Award Funds no longer needs to comply with, among other things, the following authorities:
    - i. OMB regulations at 2 CFR part 200, including the Compliance Supplement at Appendix XI, except that the Award Funds must appear in the Schedule of Federal Expenditures (SEFA) covering the fiscal year of release, and audited as required pursuant to 2 CFR part 200, subpart F.
    - ii. EDA regulations at 13 CFR chapter III, including the RLF-specific regulations at part 307, subpart B (including the requirement at 13 CFR § 307.14 to submit Form ED-209 RLF Financial Report to EDA).

- iii. The terms and conditions attached to the Award, including the Department of Commerce's Standard Terms & Conditions, the EDA RLF Standard Terms & Conditions, and any Special or Specific Award Conditions.
    - iv. The EDA-approved RLF plan or any related document governing administration of the Award.
  - b. This release of the EDA federal interest in the Award does not extend to or include a release of any other entity's interest in the RLF capital base, including another federal agency's interest in the RLF capital base. More specifically, if Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (HUD) or funds from the U.S. Department of Agriculture (USDA) were used as local share under the Award, this release of the EDA federal interest does not extend to or include a release of any HUD or USDA federal interest in the RLF capital base. If Recipient seeks a release of another entity's interest in the RLF capital base, including another federal agency's interest in the RLF capital base, Recipient must negotiate such a release with the other entity and EDA will not participate in that negotiation.
- 2. Recipient's Use of Award Funds. Recipient agrees to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.
  - a. Recipient shall not use Award Funds to construct schools, community centers, municipal buildings, or otherwise use Award Funds to carry out activities outside of the economic development purposes of PWEDA, nor shall Recipient use Award Funds to pay general costs of government.
  - b. Recipient shall not transfer Award Funds to a natural person, for-profit entity, or other entity ineligible for award under sections 3(4) and 209 of PWEDA (42 U.S.C. § 3122(4) and § 3149). For the sake of clarity, Award Funds may be used to contract with for-profit entities for goods and services for one or more activities that continue to carry out the economic development purposes of PWEDA and to operate an RLF that makes loans to for-profit organizations.
  - c. Award Funds must be used in a manner consistent with EDA's non-relocation policy. Specifically, Recipient shall not use Award Funds to induce the relocation of existing jobs within the U.S. that are located outside of a jurisdiction to within that jurisdiction in competition with other U.S. jurisdictions for those same jobs.
  - d. Award Funds must be used in accordance with section 602 of PWEDA (42 U.S.C. § 3212). Specifically, Recipient shall ensure that all laborers and mechanics employed by contractors or subcontractors on projects assisted by Award Funds shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor as provided by section 602 of PWEDA or as it may be amended in the future.
  - e. Recipient shall use Award Funds in accordance with applicable federal, state, and local law, including applicable non-discrimination law. Recipient may not use Award Funds for any purpose that would be prohibited by the Establishment




Clause of the U.S. Constitution if the Award Funds were expended directly by the Federal Government.

- f. Recipient is not required by the terms of this Agreement to seek EDA approval or permission to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA but that differ from the activities described in the Request, attached hereto as Appendix A.
  - g. Recipient shall provide timely and accurate responses to EDA inquiries regarding Recipient's use of the Award Funds. Following the release of EDA's federal interest, EDA remains interested in working with Recipient to promote Recipient's RLF or other activities that continue to carry out the economic development purposes of PWEDA.
3. Enforcement. In the event that EDA determines that Award Funds have been used in a manner inconsistent with this agreement, EDA may require Recipient to return the misspent portion of the Award Funds to the Federal Government, which may include the establishment of a debt with the U.S. Department of the Treasury.
  4. Indemnification. To the extent permitted by law, Recipient agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of releasing EDA's federal interest in the Award.
  5. Governing Law; Severability. This Agreement is governed by applicable federal law, if any, and if there is no applicable federal law by state law. The terms of this Agreement do not limit the rights EDA, its designees, successors, or assigns are entitled to under applicable federal or state law. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement that can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.
  6. Entire Agreement. This Agreement contains the entire understanding of EDA and Recipient with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.
  7. Authority. Recipient represents that (a) it has the power and authority to execute and perform this Agreement, (b) the execution and performance of this Agreement by Recipient have been duly authorized by all necessary corporate or other actions, (c) Recipient has duly and validly executed this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against Recipient.

[Remainder of this page intentionally left blank.]

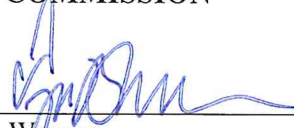
IN WITNESS WHEREOF, EDA and Recipient have caused this Agreement to be duly executed by their respective officers as of the date indicated.

**DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT  
ADMINISTRATION**

By:  Digitally signed by Susan M. Brehm  
Date: 2023.10.30 16:43:25 -05'00'  
Susan M. Brehm  
Regional Director  
Chicago Regional Office

October 30, 2023  
Date

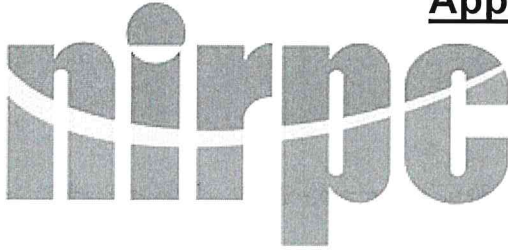
**NORTHWESTERN INDIANA  
REGIONAL PLANNING  
COMMISSION**

By:   
Tyson Warner  
Executive Director

11/9/23  
Date

## Appendix A

**NORTHWESTERN  
INDIANA  
REGIONAL  
PLANNING  
COMMISSION**



6100 Southport Road  
Portage, Indiana 46368  
(219) 763-6060  
www.nirpc.org

March 30, 2022

Ms. Susan Brehm  
Regional Director, Chicago Regional Office  
U.S. Department of Commerce, EDA  
230 S. Dearborn Street, Suite 3280  
Chicago, IL 60604

RE: Request to release EDA's federal interest in EDA revolving loan fund award

Dear Ms. Brehm,

The following information is submitted for your consideration.

1. Organization's name and contact information:  
Northwestern Indiana Regional Planning Commission (NIRPC)  
6100 Southport Road, Portage, IN 46368  
Tyson Warner, Executive Director (219) 254-2524
2. Identifying information for the RLF award:  
Awards #06-39-02180 12/03/1986  
#06-39-02180.01 07/26/1990 approximate award date  
Evidence that final disbursement occurred more than seven years ago is not available.
3. Value of the RLF award:  
Total capital base is \$870,053.28  
(\$217,868.57 in outstanding loans and \$ 257,566.37 in cash)
4. NIRPC will use the RLF award funds to continue to operate the existing RLF to continue to carry out the economic development purposes of PWEDA.
5. I certify that NIRPC has complied with the terms and conditions of the RLF award.

Supplemental materials attached:

1. Resolution 2021-16 from NIRPC's Commission.
2. Final RLF Financial Report (Form EDA-209) for the RLF award for the year ending 12/31/21.
3. 2019 Audit for NIRPC (2020 Audit for NIRPC is still in process).

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tyson Warner', is written over a light gray background.

Tyson Warner AICP  
Executive Director

**EXHIBIT B to RESOLUTION 2024-04** (13-page Exhibit)

**AGREEMENT TO RETURN REMAINING NON-AWARD FUNDS IN A  
REVOLVING LOAN FUND TO THE CITY OF LA PORTE, INDIANA**

This Agreement (the "Agreement") is entered into on \_\_\_\_\_, 2024, (the "Effective Date"), by and between the City of La Porte ("City") located at 801 Michigan Avenue, La Porte, Indiana, and the Northwestern Indiana Regional Planning Commission ("NIRPC") located at 6100 Southport Road, Portage, Indiana.

1. **PURPOSE AND SCOPE:** The City and NIRPC intend for this Agreement to provide the terms by which payments of remaining Non-Award funds from the La Porte County Revolving Loan Fund ("RLF") will be made by NIRPC to the City over time until the retirement of debt on all existing loans. Non-Award funds are the remaining amounts of the local match provided in 1987 in equal amounts by the City of La Porte and City of Michigan City as a condition of receipt of Federal Award funds from the Economic Development Administration ("EDA") for the establishment of the La Porte County Revolving Loan Fund program ("RLF").
  
2. **TERMS AND CONDITIONS:**
  - A) NIRPC and the EDA executed on November 9, 2023, an *Agreement to Release the EDA Federal Interest In A Revolving Loan Fund* ("Release Agreement") which is attached to this Agreement as Exhibit "A". The City acknowledges the Release Agreement and its 1b provision.
  
  - B) The City shall submit a written request to NIRPC by no later than June 1, 2024, requesting the initial payment and biennial payments of remaining Non-Award funds.
  
  - C) The initial payment from NIRPC to City shall be made by no later than September 1, 2024.
  
  - D) The basis for calculation of the initial payment is from the RLF's June 30, 2023, Financial Report ("Report") submitted to the EDA which is attached to this Agreement as Exhibit "B".
  
  - E) Non-Award funds are 27.59% and Federal Award funds are 72.41% of the RLF Cash Available for Lending as shown on line D2 of Report.
  
  - F) The initial payment to City shall be based on half of 27.59% of the RLF Cash Available for Lending dollar amount (\$279,111.33).
  
  - G) The basis for calculation of the biennial payments is from future monthly loan payments received from borrowers.
  
  - H) Non-Award funds are 27.59% and Federal Award funds are 72.41% of the Principal Outstanding as shown on line D1 of Report

- I) Subsequent biennial payments from NIRPC to City shall be made by no later than September 1<sup>st</sup> in 2026, 2028, 2030, 2032, and 2034 or longer if any of the existing loans are refinanced or granted moratoriums thereby extending their payments beyond the currently anticipated last payment date.
- J) NIRPC shall notify City in writing at address in Agreement and/or via email to the Mayor within thirty (30) days if refinancings or moratoriums extend the Biennial Payment Time Periods.
- K) Each biennial payment to City shall be based on half of 27.59% of the loan principal only payments received by NIRPC during these time periods.

2026 Biennial Payment Time Period : Principal payments received from July 1, 2023, through June 30, 2026.

2028 Biennial Payment Time Period : Principal payments received from July 1, 2026, through June 30, 2028.

2030 Biennial Payment Time Period : Principal payments received from July 1, 2028, through June 30, 2030.

2032 Biennial Payment Time Period : Principal payments received from July 1, 2030, through June 30, 2032.

2034 Biennial Payment Time Period : Principal payments received from July 1, 2032, through June 30, 2034.

**3. AUTHORIZATION AND EXECUTION:** This agreement shall be signed by the City of La Porte’s Board of Public Works & Safety and the Executive Director of the Northwestern Indiana Regional Planning Commission and shall be effective as of the date first written above.

**NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION**

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Tyson Warner, AICP  
Executive Director

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Date

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Attest: Talaya Jones, Chief Financial Officer

**CITY OF LA PORTE, INDIANA**  
**BOARD OF PUBLIC WORKS & SAFETY**

\_\_\_\_\_  
Thomas P. Dermody, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Courtney Parthun, Clerk-Treasurer

DRAFT

## EXHIBIT A to AGREEMENT

### AGREEMENT TO RELEASE THE EDA FEDERAL INTEREST IN A REVOLVING LOAN FUND AWARD

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WHEREAS, EDA, pursuant to its authority under the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3121 *et seq.*), awarded to Recipient one or more grants to capitalize a Revolving Loan Fund (RLF) bearing EDA award numbers 06-39-02180 and 06-39-02180.01 (the Award).

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WHEREAS, EDA and Recipient agree that the current value of the RLF capital base is \$486,141.61, the federal investment rate is 72.41%, and the federal share of the RLF capital base is \$352,015.14 (the Award Funds).

WHEREAS, EDA has determined that 1) more than seven years have passed since the final EDA disbursement to Recipient of funds under the Award, 2) Recipient has complied with the terms and conditions of the Award, and 3) Recipient proposes to use the Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.

WHEREAS, EDA agrees herein to release its federal interest in the Award and Recipient agrees herein to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.

NOW THEREFORE, EDA and Recipient agree as follows:

1. EDA's Release. EDA agrees to release its federal interest in the Award. EDA's reversionary interest in the Award will cease to exist as of the effective date of this agreement.
  - a. Recipient's use of Award Funds no longer needs to comply with, among other things, the following authorities:
    - i. OMB regulations at 2 CFR part 200, including the Compliance Supplement at Appendix XI, except that the Award Funds must appear in the Schedule of Federal Expenditures (SEFA) covering the fiscal year of release, and audited as required pursuant to 2 CFR part 200, subpart F.
    - ii. EDA regulations at 13 CFR chapter III, including the RLF-specific regulations at part 307, subpart B (including the requirement at 13 CFR § 307.14 to submit Form ED-209 RLF Financial Report to EDA).

- iii. The terms and conditions attached to the Award, including the Department of Commerce's Standard Terms & Conditions, the EDA RLF Standard Terms & Conditions, and any Special or Specific Award Conditions.
    - iv. The EDA-approved RLF plan or any related document governing administration of the Award.
  - b. This release of the EDA federal interest in the Award does not extend to or include a release of any other entity's interest in the RLF capital base, including another federal agency's interest in the RLF capital base. More specifically, if Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (HUD) or funds from the U.S. Department of Agriculture (USDA) were used as local share under the Award, this release of the EDA federal interest does not extend to or include a release of any HUD or USDA federal interest in the RLF capital base. If Recipient seeks a release of another entity's interest in the RLF capital base, including another federal agency's interest in the RLF capital base, Recipient must negotiate such a release with the other entity and EDA will not participate in that negotiation.
- 2. Recipient's Use of Award Funds. Recipient agrees to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.
  - a. Recipient shall not use Award Funds to construct schools, community centers, municipal buildings, or otherwise use Award Funds to carry out activities outside of the economic development purposes of PWEDA, nor shall Recipient use Award Funds to pay general costs of government.
  - b. Recipient shall not transfer Award Funds to a natural person, for-profit entity, or other entity ineligible for award under sections 3(4) and 209 of PWEDA (42 U.S.C. § 3122(4) and § 3149). For the sake of clarity, Award Funds may be used to contract with for-profit entities for goods and services for one or more activities that continue to carry out the economic development purposes of PWEDA and to operate an RLF that makes loans to for-profit organizations.
  - c. Award Funds must be used in a manner consistent with EDA's non-relocation policy. Specifically, Recipient shall not use Award Funds to induce the relocation of existing jobs within the U.S. that are located outside of a jurisdiction to within that jurisdiction in competition with other U.S. jurisdictions for those same jobs.
  - d. Award Funds must be used in accordance with section 602 of PWEDA (42 U.S.C. § 3212). Specifically, Recipient shall ensure that all laborers and mechanics employed by contractors or subcontractors on projects assisted by Award Funds shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor as provided by section 602 of PWEDA or as it may be amended in the future.
  - e. Recipient shall use Award Funds in accordance with applicable federal, state, and local law, including applicable non-discrimination law. Recipient may not use Award Funds for any purpose that would be prohibited by the Establishment




Clause of the U.S. Constitution if the Award Funds were expended directly by the Federal Government.

- f. Recipient is not required by the terms of this Agreement to seek EDA approval or permission to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA but that differ from the activities described in the Request, attached hereto as Appendix A.
  - g. Recipient shall provide timely and accurate responses to EDA inquiries regarding Recipient's use of the Award Funds. Following the release of EDA's federal interest, EDA remains interested in working with Recipient to promote Recipient's RLF or other activities that continue to carry out the economic development purposes of PWEDA.
3. Enforcement. In the event that EDA determines that Award Funds have been used in a manner inconsistent with this agreement, EDA may require Recipient to return the misspent portion of the Award Funds to the Federal Government, which may include the establishment of a debt with the U.S. Department of the Treasury.
  4. Indemnification. To the extent permitted by law, Recipient agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of releasing EDA's federal interest in the Award.
  5. Governing Law; Severability. This Agreement is governed by applicable federal law, if any, and if there is no applicable federal law by state law. The terms of this Agreement do not limit the rights EDA, its designees, successors, or assigns are entitled to under applicable federal or state law. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement that can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.
  6. Entire Agreement. This Agreement contains the entire understanding of EDA and Recipient with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.
  7. Authority. Recipient represents that (a) it has the power and authority to execute and perform this Agreement, (b) the execution and performance of this Agreement by Recipient have been duly authorized by all necessary corporate or other actions, (c) Recipient has duly and validly executed this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against Recipient.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, EDA and Recipient have caused this Agreement to be duly executed by their respective officers as of the date indicated.

**DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT  
ADMINISTRATION**

By:  Digitally signed by Susan M. Brehm  
Date: 2023.10.30 16:43:25 -05'00'

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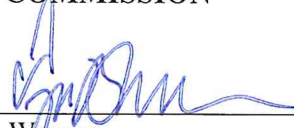
Susan M. Brehm  
Regional Director  
Chicago Regional Office

October 30, 2023

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Date

**NORTHWESTERN INDIANA  
REGIONAL PLANNING  
COMMISSION**

By: 

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Tyson Warner  
Executive Director

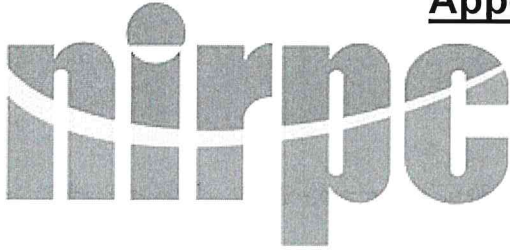
11/9/23

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Date

## Appendix A

**NORTHWESTERN  
INDIANA  
REGIONAL  
PLANNING  
COMMISSION**



6100 Southport Road  
Portage, Indiana 46368  
(219) 763-6060  
www.nirpc.org

March 30, 2022

Ms. Susan Brehm  
Regional Director, Chicago Regional Office  
U.S. Department of Commerce, EDA  
230 S. Dearborn Street, Suite 3280  
Chicago, IL 60604

RE: Request to release EDA's federal interest in EDA revolving loan fund award

Dear Ms. Brehm,

The following information is submitted for your consideration.

1. Organization's name and contact information:  
Northwestern Indiana Regional Planning Commission (NIRPC)  
6100 Southport Road, Portage, IN 46368  
Tyson Warner, Executive Director (219) 254-2524
2. Identifying information for the RLF award:  
Awards #06-39-02180 12/03/1986  
#06-39-02180.01 07/26/1990 approximate award date  
Evidence that final disbursement occurred more than seven years ago is not available.
3. Value of the RLF award:  
Total capital base is \$870,053.28  
(\$217,868.57 in outstanding loans and \$ 257,566.37 in cash)
4. NIRPC will use the RLF award funds to continue to operate the existing RLF to continue to carry out the economic development purposes of PWEDA.
5. I certify that NIRPC has complied with the terms and conditions of the RLF award.

Supplemental materials attached:

1. Resolution 2021-16 from NIRPC's Commission.
2. Final RLF Financial Report (Form EDA-209) for the RLF award for the year ending 12/31/21.
3. 2019 Audit for NIRPC (2020 Audit for NIRPC is still in process).

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tyson Warner', is written over a light gray, stylized signature line.

Tyson Warner AICP  
Executive Director

# Northwestern Indiana Regional Planning Commission-91805IN-2023.06.30

## EXHIBIT B to AGREEMENT

### Part I: Grantee Information

---

1. RLF Name:	Northwestern Indiana Regional Planning Commission-91805IN
2. EDA Award Number:	06-39-02180
3. Reporting Period End Date:	June 30, 2023
4. Status:	Submitted
5. RLF Due Date:	July 30, 2023
6. Report Type:	Semiannual
7. End of Year Financial Report:	no
8. Regional Office:	Chicago
9. State:	IN

### Part II: Portfolio Financial Status

#### A. RLF Funding Sources

	<u>Federal Grant Rate</u>
1. EDA Funding:	\$700,000.00
2. RLF Local Match:	\$266,667.00
3. Total RLF Funding:	\$966,667.00

#### B. Cumulative RLF Income Fund

1. Interest Earned on Loans:	\$498,534.06
2. Interest Earned on Deposit Accounts:	\$121,538.89
3. Fees Earned on Closed Loans:	\$47,112.50
4. RLF Income from Application Fees:	\$43,662.50
5. Other RLF Income:	\$0.00
6. Total RLF Income:	\$710,847.95
7. Portion RLF Income Admin. Expense:	\$555,333.72

8. RLF Income Added to Capital Base: \$155,514.23  
 9. Explanation of Other Income: n/a

**C. Status of RLF Capital**

1. Total RLF Funding: \$966,667.00  
 2. RLF Income Added to RLF Capital: \$155,514.23  
 3. Voluntarily Contributed Capital: \$0.00  
 4. Loan Losses: \$636,039.62  
 5. Disallowance: \$0.00  
 6. RLF Capital Base: \$486,141.61

**D. Current Balance Available for New Loans**

1. Principal Outstanding on Loans: \$207,030.28  
 2. RLF Cash Available for Lending: \$279,111.33  
 3. RLF \$ Committed Not Disbursed: \$0.00  
 4. Cash Available Net of Commitments: \$279,111.33  
 5. Percentage Cash Available for Lending: 57.41%

**Part III: Loan Portfolio Summary**

---

**A. Portfolio Status**

	<u>Number</u>	<u>RLF \$ Loaned</u>	<u>Principal Outstanding</u>	<u>Loan Losses</u>
1. Current Loans:	3	\$262,640.00		\$126,385.50
2. Delinquent Loans:	1	\$15,000.00		\$13,742.44
3. Loans in Default:	1	\$75,000.00		\$66,902.34
4. Total Active Loans:	5	\$352,640.00		\$207,030.28
5. Written Off Loans:	14	\$837,791.00		
6. Fully Repaid Loans:	48	\$2,895,074.84		
7. Total Loans:	67	\$4,085,505.84	\$207,030.28	\$636,039.62
8. Number of Applications Received:	1			

9. Number of Loans Closed During Reporting:

0

10. Aggregate PLLs:

no

11. Count of Aggregate PLLs:

## Part IV: Risk Scoring Measures

---

### A. Capital

1. Capital Base Index:

0.5029

### C. Earnings

1. Net RLF Income:

78.12%

2. Administrative Expenses % of Income:

0.00%

3. RLF Income used for Admin. Expenses:

\$0.00

4. RLF Income earned during Fiscal Year:

\$3,379.70

### B. Assets

1. Default Rate:

33.20%

2. Default Rate Over Time (Months):

57.41%

3. Loan Write Off Ratio:

6

4. Dollars Written Off:

16,40

### D. Liquidity

1. Allowable Cash Percentage:

33.20%

2. Cash Percentage:

57.41%

3. Cash Percentage over Time (Months):

6

16,40

### E. Strategic Results

Total \$ Leveraged:

\$160,798.00

Loan Leverage Ratio:

5.31 : 1.00

Jobs Created:

99.00

Jobs Saved:

248.00

Total Jobs:

347.00

Cost per Job:

\$11,773.79

### RLF Plan Target

### Active Loans

### Total Loans

2.00 : 1.00

0.46 : 1.00

\$160,798.00

5.31 : 1.00

99.00

248.00

347.00

\$11,773.79

## Part V. RLF Management Summary

---

### A. RLF Plan

1. Date of EDA Approved RLF Plan:

February 11, 2021

2. Date of Annual RLF Plan Certification:

February 12, 2021

## B. Audit

1. Fiscal Year End Date: December 31, 2023
2. Date of Most Recent Audit: October 10, 2022
3. Single Audit: yes
4. Program Specific Audit: no
5. Audit Submitted to FAC on Time?: Yes
6. If not why not?:
7. Does the Audit Contain any Findings?: Yes

## C. Management

1. Any key staff turnover: Yes
2. If yes please explain: New accountant hired.

## D. Key Retention Personnel

	Name	Title	Tenure
Executive Director	Tyson Warner	Executive Director	3+ years
Lending Director	Talaya Jones	Chief Financial Officer	3+ years
Finance Director	Talaya Jones	Chief Financial Officer	3+ years
Reporting Official	Talaya Jones	Chief Financial Officer	3+ years

## Part VI: Approval Process Information

---

### A. Approval Process Information

1. Validation on Authority : yes
2. Extra Approval Needed: no
3. Certification Statement : yes
4. Return for Corrections :
5. Submission Date: July 28, 2023
6. Submitter: Talaya Jones
7. Approval Date:



**EXHIBIT C to RESOLUTION 2024-04** (13-page Exhibit)

**AGREEMENT TO RETURN REMAINING NON-AWARD FUNDS IN A  
REVOLVING LOAN FUND TO THE CITY OF MICHIGAN CITY, INDIANA**

This Agreement (the "Agreement") is entered into on \_\_\_\_\_, 2024, (the "Effective Date"), by and between the City of Michigan City ("City") located at 100 E. 4<sup>th</sup> Street, Michigan City, Indiana, and the Northwestern Indiana Regional Planning Commission ("NIRPC") located at 6100 Southport Road, Portage, Indiana.

1. **PURPOSE AND SCOPE:** The City and NIRPC intend for this Agreement to provide the terms by which payments of remaining Non-Award funds from the La Porte County Revolving Loan Fund ("RLF") will be made by NIRPC to the City over time until the retirement of debt on all existing loans. Non-Award funds are the remaining amounts of the local match provided in 1987 in equal amounts by the City of La Porte and City of Michigan City as a condition of receipt of Federal Award funds from the Economic Development Administration ("EDA") for the establishment of the La Porte County Revolving Loan Fund program ("RLF").
  
2. **TERMS AND CONDITIONS:**
  - A) The EDA and NIRPC executed respectively on October 30, 2023, and November 9, 2023, an *Agreement to Release the EDA Federal Interest In A Revolving Loan Fund* ("Release Agreement") which is attached to this Agreement as Exhibit "A". The City acknowledges the Release Agreement and its 1b provision.
  
  - B) The City shall submit a written request to NIRPC by no later than July 1, 2024, requesting the initial payment and biennial payments of remaining Non-Award funds.
  
  - C) The initial payment from NIRPC to City shall be made by no later than September 1, 2024.
  
  - D) The basis for calculation of the initial payment is from the RLF's June 30, 2023, Financial Report ("Report") submitted to the EDA which is attached to this Agreement as Exhibit "B".
  
  - E) Non-Award funds are 27.59% and Federal Award funds are 72.41% of the RLF Cash Available for Lending as shown on line D2 of Report.
  
  - F) The initial payment to City shall be based on half of 27.59% of the RLF Cash Available for Lending dollar amount (\$279,111.33).
  
  - G) The basis for calculation of the biennial payments is from future monthly loan payments received from borrowers.
  
  - H) Non-Award funds are 27.59% and Federal Award funds are 72.41% of the Principal Outstanding as shown on line D1 of Report

- I) Subsequent biennial payments from NIRPC to City shall be made by no later than September 1<sup>st</sup> in 2026, 2028, 2030, 2032, and 2034 or longer if any of the existing loans are refinanced or granted moratoriums thereby extending their payments beyond the currently anticipated last payment date.
- J) NIRPC shall notify City in writing at address in Agreement and/or via email to the Mayor within thirty (30) days if refinancings or moratoriums extend the Biennial Payment Time Periods.
- K) Each biennial payment to City shall be based on half of 27.59% of the loan principal only payments received by NIRPC during these time periods.

2026 Biennial Payment Time Period : Principal payments received from July 1, 2023, through June 30, 2026.

2028 Biennial Payment Time Period : Principal payments received from July 1, 2026, through June 30, 2028.

2030 Biennial Payment Time Period : Principal payments received from July 1, 2028, through June 30, 2030.

2032 Biennial Payment Time Period : Principal payments received from July 1, 2030, through June 30, 2032.

2034 Biennial Payment Time Period : Principal payments received from July 1, 2032, through June 30, 2034.

**3. AUTHORIZATION AND EXECUTION:** This agreement shall be signed by the City of Michigan City's Board of Public Works & Safety and the Executive Director of the Northwestern Indiana Regional Planning Commission and shall be effective as of the date first written above.

**NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION**

\_\_\_\_\_  
Tyson Warner, AICP  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Talaya Jones, Chief Financial Officer

**CITY OF MICHIGAN CITY, INDIANA**  
**BOARD OF PUBLIC WORKS & SAFETY**

\_\_\_\_\_  
Tim Bietry, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Gale A. Neulieb, City Clerk

DRAFT

## EXHIBIT A to AGREEMENT

### AGREEMENT TO RELEASE THE EDA FEDERAL INTEREST IN A REVOLVING LOAN FUND AWARD

THIS AGREEMENT is between the United States Department of Commerce, Economic Development Administration (EDA) and Northwestern Indiana Regional Planning Commission (Recipient).

WHEREAS, EDA, pursuant to its authority under the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3121 *et seq.*), awarded to Recipient one or more grants to capitalize a Revolving Loan Fund (RLF) bearing EDA award numbers 06-39-02180 and 06-39-02180.01 (the Award).

WHEREAS, EDA retains a federal interest in the Award and Recipient has submitted a written request that EDA release its federal interest in the Award consistent with the requirements of the Reinvigorating Lending for the Future Act (Pub. L. 116-192), attached hereto as Appendix A (the Request).

WHEREAS, EDA and Recipient agree that the current value of the RLF capital base is \$486,141.61, the federal investment rate is 72.41%, and the federal share of the RLF capital base is \$352,015.14 (the Award Funds).

WHEREAS, EDA has determined that 1) more than seven years have passed since the final EDA disbursement to Recipient of funds under the Award, 2) Recipient has complied with the terms and conditions of the Award, and 3) Recipient proposes to use the Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.

WHEREAS, EDA agrees herein to release its federal interest in the Award and Recipient agrees herein to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.

NOW THEREFORE, EDA and Recipient agree as follows:

1. EDA's Release. EDA agrees to release its federal interest in the Award. EDA's reversionary interest in the Award will cease to exist as of the effective date of this agreement.
  - a. Recipient's use of Award Funds no longer needs to comply with, among other things, the following authorities:
    - i. OMB regulations at 2 CFR part 200, including the Compliance Supplement at Appendix XI, except that the Award Funds must appear in the Schedule of Federal Expenditures (SEFA) covering the fiscal year of release, and audited as required pursuant to 2 CFR part 200, subpart F.
    - ii. EDA regulations at 13 CFR chapter III, including the RLF-specific regulations at part 307, subpart B (including the requirement at 13 CFR § 307.14 to submit Form ED-209 RLF Financial Report to EDA).

- iii. The terms and conditions attached to the Award, including the Department of Commerce's Standard Terms & Conditions, the EDA RLF Standard Terms & Conditions, and any Special or Specific Award Conditions.
    - iv. The EDA-approved RLF plan or any related document governing administration of the Award.
  - b. This release of the EDA federal interest in the Award does not extend to or include a release of any other entity's interest in the RLF capital base, including another federal agency's interest in the RLF capital base. More specifically, if Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (HUD) or funds from the U.S. Department of Agriculture (USDA) were used as local share under the Award, this release of the EDA federal interest does not extend to or include a release of any HUD or USDA federal interest in the RLF capital base. If Recipient seeks a release of another entity's interest in the RLF capital base, including another federal agency's interest in the RLF capital base, Recipient must negotiate such a release with the other entity and EDA will not participate in that negotiation.
- 2. Recipient's Use of Award Funds. Recipient agrees to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.
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Clause of the U.S. Constitution if the Award Funds were expended directly by the Federal Government.

- f. Recipient is not required by the terms of this Agreement to seek EDA approval or permission to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA but that differ from the activities described in the Request, attached hereto as Appendix A.
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  6. Entire Agreement. This Agreement contains the entire understanding of EDA and Recipient with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.
  7. Authority. Recipient represents that (a) it has the power and authority to execute and perform this Agreement, (b) the execution and performance of this Agreement by Recipient have been duly authorized by all necessary corporate or other actions, (c) Recipient has duly and validly executed this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against Recipient.

[Remainder of this page intentionally left blank.]

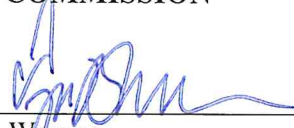
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**DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT  
ADMINISTRATION**

By:  Digitally signed by Susan M. Brehm  
Date: 2023.10.30 16:43:25 -05'00'  
Susan M. Brehm  
Regional Director  
Chicago Regional Office

October 30, 2023  
Date

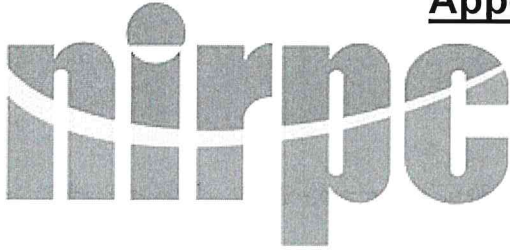
**NORTHWESTERN INDIANA  
REGIONAL PLANNING  
COMMISSION**

By:   
Tyson Warner  
Executive Director

11/9/23  
Date

## Appendix A

**NORTHWESTERN  
INDIANA  
REGIONAL  
PLANNING  
COMMISSION**



6100 Southport Road  
Portage, Indiana 46368  
(219) 763-6060  
www.nirpc.org

March 30, 2022

Ms. Susan Brehm  
Regional Director, Chicago Regional Office  
U.S. Department of Commerce, EDA  
230 S. Dearborn Street, Suite 3280  
Chicago, IL 60604

RE: Request to release EDA's federal interest in EDA revolving loan fund award

Dear Ms. Brehm,

The following information is submitted for your consideration.

1. Organization's name and contact information:  
Northwestern Indiana Regional Planning Commission (NIRPC)  
6100 Southport Road, Portage, IN 46368  
Tyson Warner, Executive Director (219) 254-2524
2. Identifying information for the RLF award:  
Awards #06-39-02180 12/03/1986  
#06-39-02180.01 07/26/1990 approximate award date  
Evidence that final disbursement occurred more than seven years ago is not available.
3. Value of the RLF award:  
Total capital base is \$870,053.28  
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4. NIRPC will use the RLF award funds to continue to operate the existing RLF to continue to carry out the economic development purposes of PWEDA.
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Supplemental materials attached:

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2. Final RLF Financial Report (Form EDA-209) for the RLF award for the year ending 12/31/21.
3. 2019 Audit for NIRPC (2020 Audit for NIRPC is still in process).

Thank you for your consideration of this request.

Sincerely,

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Tyson Warner AICP  
Executive Director



# Northwestern Indiana Regional Planning Commission-91805IN-2023.06.30

## EXHIBIT B to AGREEMENT

### Part I: Grantee Information

---

1. RLF Name:	Northwestern Indiana Regional Planning Commission-91805IN
2. EDA Award Number:	06-39-02180
3. Reporting Period End Date:	June 30, 2023
4. Status:	Submitted
5. RLF Due Date:	July 30, 2023
6. Report Type:	Semiannual
7. End of Year Financial Report:	no
8. Regional Office:	Chicago
9. State:	IN

### Part II: Portfolio Financial Status

#### A. RLF Funding Sources

1. EDA Funding:	\$700,000.00	<b>Federal Grant Rate</b> 72.41%
2. RLF Local Match:	\$266,667.00	
3. Total RLF Funding:	\$966,667.00	

#### B. Cumulative RLF Income Fund

1. Interest Earned on Loans:	\$498,534.06
2. Interest Earned on Deposit Accounts:	\$121,538.89
3. Fees Earned on Closed Loans:	\$47,112.50
4. RLF Income from Application Fees:	\$43,662.50
5. Other RLF Income:	\$0.00
6. Total RLF Income:	\$710,847.95
7. Portion RLF Income Admin. Expense:	\$555,333.72

8. RLF Income Added to Capital Base: \$155,514.23  
 9. Explanation of Other Income: n/a

**C. Status of RLF Capital**

1. Total RLF Funding: \$966,667.00  
 2. RLF Income Added to RLF Capital: \$155,514.23  
 3. Voluntarily Contributed Capital: \$0.00  
 4. Loan Losses: \$636,039.62  
 5. Disallowance: \$0.00  
 6. RLF Capital Base: \$486,141.61

**D. Current Balance Available for New Loans**

1. Principal Outstanding on Loans: \$207,030.28  
 2. RLF Cash Available for Lending: \$279,111.33  
 3. RLF \$ Committed Not Disbursed: \$0.00  
 4. Cash Available Net of Commitments: \$279,111.33  
 5. Percentage Cash Available for Lending: 57.41%

**Part III: Loan Portfolio Summary**

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**A. Portfolio Status**

	<u>Number</u>	<u>RLF \$ Loaned</u>	<u>Principal Outstanding</u>	<u>Loan Losses</u>
1. Current Loans:	3	\$262,640.00	\$126,385.50	
2. Delinquent Loans:	1	\$15,000.00	\$13,742.44	
3. Loans in Default:	1	\$75,000.00	\$66,902.34	
4. Total Active Loans:	5	\$352,640.00	\$207,030.28	
5. Written Off Loans:	14	\$837,791.00		\$636,039.62
6. Fully Repaid Loans:	48	\$2,895,074.84		
7. Total Loans:	67	\$4,085,505.84	\$207,030.28	\$636,039.62
8. Number of Applications Received:	1			

9. Number of Loans Closed During Reporting:

0

10. Aggregate PLLs:

no

11. Count of Aggregate PLLs:

## Part IV: Risk Scoring Measures

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### A. Capital

1. Capital Base Index:

0.5029

### C. Earnings

1. Net RLF Income:

78.12%

2. Administrative Expenses % of Income:

0.00%

3. RLF Income used for Admin. Expenses:

\$0.00

4. RLF Income earned during Fiscal Year:

\$3,379.70

### B. Assets

1. Default Rate:

33.20%

2. Default Rate Over Time (Months):

57.41%

3. Loan Write Off Ratio:

6

4. Dollars Written Off:

16,40

### D. Liquidity

1. Allowable Cash Percentage:

33.20%

2. Cash Percentage:

57.41%

3. Cash Percentage over Time (Months):

6

16,40

### E. Strategic Results

Total \$ Leveraged:

\$160,798.00

Loan Leverage Ratio:

5.31 : 1.00

Jobs Created:

99.00

Jobs Saved:

248.00

Total Jobs:

347.00

Cost per Job:

\$11,773.79

### RLF Plan Target

### Active Loans

### Total Loans

2.00 : 1.00

0.46 : 1.00

\$160,798.00

\$21,712,260.00

25.00

99.00

12.00

248.00

37.00

347.00

\$9,530.81

\$11,773.79

## Part V. RLF Management Summary

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### A. RLF Plan

1. Date of EDA Approved RLF Plan:

February 11, 2021

2. Date of Annual RLF Plan Certification:

February 12, 2021

## B. Audit

1. Fiscal Year End Date: December 31, 2023
2. Date of Most Recent Audit: October 10, 2022
3. Single Audit: yes
4. Program Specific Audit: no
5. Audit Submitted to FAC on Time?: Yes
6. If not why not?:
7. Does the Audit Contain any Findings?: Yes

## C. Management

1. Any key staff turnover: Yes
2. If yes please explain: New accountant hired.

## D. Key Retention Personnel

	Name	Title	Tenure
Executive Director	Tyson Warner	Executive Director	3+ years
Lending Director	Talaya Jones	Chief Financial Officer	3+ years
Finance Director	Talaya Jones	Chief Financial Officer	3+ years
Reporting Official	Talaya Jones	Chief Financial Officer	3+ years

## Part VI: Approval Process Information

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### A. Approval Process Information

1. Validation on Authority : yes
2. Extra Approval Needed: no
3. Certification Statement : yes
4. Return for Corrections :
5. Submission Date: July 28, 2023
6. Submitter: Talaya Jones
7. Approval Date: