

Valparaiso Redevelopment Commission
Memoranda of Minutes

The Valparaiso Redevelopment Commission met in executive session on **April 10, 2025** to discuss the following (check all that apply):

- ☐ I.C. 5-14-1.5-6.1(b)(2)(B) Initiation of litigation or litigation that is either pending or has been threatened specifically in writing. As used in this clause, "litigation" includes any judicial action or administrative law proceeding under federal or state law.
- ☒ I.C. 5-14-1.5-6.1(b)(2)(D) For discussion of strategies with respect to a real property transaction including:
- i. A purchase;
 - ii. A lease as lessor;
 - iii. A lease as lessee;
 - iv. A transfer;
 - v. An exchange; or
 - vi. A sale.

By the governing body up to the time a contract or option is executed by the parties. This clause does not affect a political subdivision's duty to comply with any other statute that governs the conduct of the real property transaction, including IC 36-1-10 or IC 36-1-11.

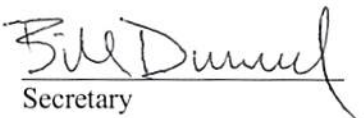
- ☐ I.C. 5-14-1.5-6.1(b)(9) To discuss a job performance evaluation of individual employees. This subdivision does not apply to a discussion of the salary, compensation, or benefits of employees during a budget process.

- ☐ Other, _____
- _____

No other subject matter was discussed in the executive session other than the subject matter specified in the public notice. IC 5-14-1.5-6.1(d).



President



Secretary

VALPARAISO REDEVELOPMENT COMMISSION
Regular Meeting Minutes
March 13, 2025

The regular meeting of the Valparaiso Redevelopment Commission was called to order at 4:12 p.m. on Thursday, March 13, 2025, President Rob Thorgren presided.

Members present were: Rob Thorgren, Barbara Domer, Bill Durnell, Trish Sarkisian, Diana Reed and Frank Dessuit. Mr. Dessuit had to leave at 5:00 p.m. due to a previous engagement. Also present were Director of Development George Douglas, City Attorney Patrick Lyp, Community Engagement Director Maggie Clifton, Planning Director Bob Thompson, Associate Planner Jessica Gage, President of the Valparaiso Chamber Rex Richards, and members of the public.

Mr. Thorgren (12:01) stated in respect for residents' time, the agenda will be changed, and Mr. Douglas will make a statement followed by a vote and public comment regarding the statement.

Mr. Douglas (12:11) (stated, Mr. President, I would like to introduce one item here, which will be the termination of option and release. On Tuesday, the mayor announced the city would cease all efforts to explore potential data center project. This decision was unanimously supported by the Council. This decision has been communicated with Agincourt, and they've agreed to withdraw and release the option on the land. Before I ask for the motion, I would just like to state this was never a done deal. The city had not approved the project because a project had yet to be presented to this Redevelopment Commission or to the city.

Additionally, many of the questions and concerns that have been expressed by the community and the citizens were mutually shared by the city as well. The Commission had not approved or even endorsed a data center, the city administration and the entire RDC membership were supportive of publicly starting a process through an RPO, which is a request for public offering in December of last year at our meeting, this is with the full knowledge that what we were doing was a data center as a potential use.

The Commission unanimously approved the Option Agreement with Agincourt Investments at their January meeting. To be clear, this was not approval of the project, but an affirmation to start a process to determine the feasibility of a potential project. The Option Agreement identified several conditions or off ramps that had to be satisfied and public approvals necessary, which would include the Redevelopment Commission, the Plan Commission, as well as the City Council. These would all be necessary after identification of a data center as the potential or intended use of the site, there are several steps and hurdles along the due diligence process that may have easily resulted in the developer determining the data center was not viable at this location, which would have resulted in their withdraw of the Option Agreement without ever identifying the project publicly as a data center. NDAs, or non-disclosure agreements, or confidentiality agreements are very common when very common with projects that are of this size; when there's this kind of competition for data centers, in particular, as you see around Porter County, Northwest Indiana, and certainly the public perception of a data center.

I understand now from the community perspective; this process appears difficult to follow and understand. This is especially relatable when there is an NDA involved and/or there is city owned property which introduces different regulations and procedures this commission or the city must follow in order to even sell or have an option on a piece of property. I understand how this process may look from the outside, it's very typical in practice for economic development projects to investigate and evaluate all aspects of a site before submitting a project to the city or to a Commission to evaluate or review or to have public comment on. Doing so comes at great risk and expense, and that's why having some sort of option agreement, or purchase

agreement, provides some sort of safeguard to all party parties before a project comes forward. Following the process initiated with the option agreement may very well have resulted in the very same outcome we have before us today. But as the mayor stated, the citizens have spoken, and they believe a data center is not in the best interest of the city.

As a final step, Mr. President, I am recommending to the commission that they approve and authorize you to terminate the Option Agreement with Agincourt investment LLC and to direct and release all escrow funds back to Agincourt. This agreement has been reviewed and approved by Patrick Lyp, our city attorney, as well as legal counsel for Agincourt.

Motion: Mr. Durnell motioned to approve the termination of the Option Agreement and release of escrow funds to Agincourt Investments, LLC. Ms. Domer seconded the motion. A voice vote was unanimously carried.

PUBLIC COMMENT

TO HEAR CITIZENS' FULL COMMENTS, PLEASE REFER TO THE WATCH CITY MEETINGS SECTION OF THE CITY OF VALPARAISO WEBSITE (WWW.CI.VALPARAISO.IN.US)

Dan Hallmen - 277 W 550 N (17:22) - expressed concerns about politics, taxation and conflict of interest surrounding the data center, along with his concerns for the environment and taxpayer money.

Chris Pupillo – 302 Madison St (24:00) expressed concerns about the lack of public engagement and transparency with the data center project. He would like to see the meetings moved to 6:00 p.m.

Hannah Trueblood – McCord Rd. (32:36) expressed concerns about the RDC having their own attorney to avoid conflicts and improve transparency.

Melissa Reed - Blackhawk Rd. (35:13) expressed concerns about the environmental impact and lack of public input for the data center.

Duane Davidson - 701 Elmhurst Ave (41:02) expressed concern about green space and suggested donating the land to the Shirley Heinz Land Trust to restore community trust.

Doug Ellis - 432 Meadowbrook Dr. (42:53) thank the members for listening to the public's concerns and emphasizes the need for transparency and public engagement in future projects.

Resident (43:12) - expressed relief that the data center will not happen.

Bret Kutansky - 411 Meadowbrook Dr. (46:51) presented a report on actions related to the data center proposal. The report and reply to the report is attached.

Dan Sherman – 2153 Ransom Rd. (49:14) supports the idea of a community sports complex and suggests scaling back to the project to make it more affordable.

Jeanine Hornback – 751 East Port Center (53:53) expressed concerns regarding the decision making process and would like more transparency and public input in future projects.

Meghan Chonowski – 408 Meadowbrook Dr. (62:48) expressed concerns about issues raised by the community, including disclosing communication and establishing a citizen review committee.

Jerry Scott - 2416 Alison Circle (68:19) expressed concerns about the data center and that the public's understanding was underestimated. Projects should be brought to the public.

Kelly Weisenbacher – 455 Sheffield Dr (69:38) expressed her concerns for the data center because she has a young family, and they wanted the park project to move forward.

Resident (71:02) expressed concerns that the community was not included in the decision-making process.

Resident (72:14) expressed concerns about how quickly this was moving. He also voiced concern for the environment, noise pollution, along with children and animals in the community and the farmland that is being lost to projects.

Councilwoman Domer (77:20) Councilwoman Domer shared her personal experience with city politics and emphasizes the importance of public engagement and transparency. She outlines steps that could improve processes, including moving meetings to 6:00 p.m., posting agendas on social media and requesting an independent consultant for an impact analysis. Councilwoman Domer also highlighted positive developments in the 2025 budget including increased funding for sidewalk repairs, a new housing initiative, and neighborhood and school grants.

Ms. Sarkisian (93:01) expressed her gratitude to the public for coming and voicing their concerns.

Councilwoman Reed (93:31) expressed her gratitude for the public coming and voicing their concerns. She has corresponded with the public in person and via email and would like to see the engagement continue.

Mr. Thorgren (93:49) expressed that he received phone calls, spoke to people in person and received emails from residents and appreciated the engagement and constructive criticism.

Mr. Durnell (94:23) stated he became President of his neighborhood association because of the possibility of a historical home being torn down. After running for mayor, Mr. Durnell wanted to stay engaged with the public and community. Mayor Costas appointed him to the Redevelopment Commission, and he is proud to serve on the board.

ITEM #1- MINUTES (94:48):

Mr. Durnell stated Commission members met for an Executive session.

Motion: Ms. Reed moved to approve the March 13, 2025, executive meeting minutes. Ms. Sarkisian seconded. A voice vote was unanimously carried.

Mr. Durnell reported copies of February 13, 2025, regular meeting minutes were distributed to members for their review prior to the meeting. After reviewing the minutes, all seemed in order.

Motion: Ms. Reed moved to approve the February 13, 2025, meeting minutes. Ms. Sarkisian seconded. A voice vote was unanimously carried.

ITEM #2 CLAIMS REGISTER AND FINANCIAL REPORT: (95:40):

Mr. Douglas reported the Commission was sent the March 2025 Claims Registers and February Financial Report prior to the meeting. Mr. Douglas highlighted a few key claims and noteworthy items in the Claims Register and Financial Report.

Discussion from Commission members ensued. Questions and items of discussion included:

- Whether the MKSK invoice should be paid out of grants match
- Whether Barnes & Thornburg lobbying contract is separate from the legal contract
- If the Redevelopment Commission will pay all NIPSCO bills and insurance coverage for the parking garage

City staff answered and addressed questions and discussion items.

Motion: Ms. Reed motioned to approve the March Register. Mr. Durnell seconded the motion. A voice vote was unanimously carried.

Motion: Ms. Reed motioned to approve the February Financial report. Ms. Sarkisian seconded the motion. A voice vote was unanimously carried.

ITEM #3 2025 NEIGHBORHOOD IMPROVEMENT GRANTS: (105:57):

Ms. Clifton reported that this program began in 2018 and is funded by the Redevelopment Commission and administered by the Community Engagement Department. The goal of the program is to bring neighborhoods together around shared goals and enhance relationships between neighborhoods and the city.

From 2018-2024, the Neighborhood Improvement Grant program has supported 120 community projects in more than 40 neighborhoods. The financial support from the Commission has allowed many improvement projects to come to life, while building bridges with a variety of neighborhood groups around the city.

The Commission has budgeted \$200,000 for the Neighborhood Improvement Grant Program in 2025 through the annual budget process. The Grant Review Committee has reviewed applications and determined funding to support 19 neighborhood projects at \$167,040. The balance allows staff to explore additional neighborhood-based initiatives in 2025. Discussion from Commission members ensued. Questions and items of discussion included:

- What were the three grants not fully funded and why?
- Does Calkins Hill have their own HOA?
- How many neighborhoods applied and received grants in 2024?
- Are neighborhoods given direction if their grants are not funded?

City staff answered and addressed questions and discussion items.

Motion: Mr. Durnell motioned to approve the Neighborhood Improvement Grants. Ms. Reed seconded the motion. A voice vote was unanimously carried.

ITEM #4 REPLACEMENT COACH: (113:38)

Mr. Thompson reported the current bus fleet is utilizing 3 new buses and 1 old bus that is approximately 15 years old, which incurs high maintenance expenses. Mr. Thompson is requesting \$200,000 for the local match to fund a replacement bus. A federal grant through NIRPC will fund the remaining balance for the bus. The local match is approximately 20%.

Discussion from Commission members ensued. Questions and items of discussion included:

- What is the age of the fleet?
- Is the ridership back to pre-covid buses?
- Do we need 5 bus routes?
- What happens to the buses that are retired?
- Is there a cash balance that needs to be maintained?
- What percentage of operating costs are covered by ridership fees?
- What is the total budget for bus operations?
- How long is the contract with Royal Excursion?

City staff answered and addressed questions and discussion items.

Motion: Ms. Reed motioned to approve the Chicago Dash Replacement Coach. Ms. Sarkisian seconded the motion. A voice vote was unanimously carried.

ITEM #5 MOU NILEA: (122:28)

Mr. Douglas reported that Northern Indiana Law Enforcement Academy ("NILEA") () will relocate from Hobart, Indiana to Montdale Dr. directly south of the MAAC campus. The project includes moving a 12-inch water main across the property and carried to 325. There was a previous agreement between utilities and the MAAC that stated when a new project was done, and utilities are requested that the water infrastructure be carried out to 325. A business was opened on 325 and had to drill a well due to a water line not being readily available to tap into. The Commission budgeted money for this project in 2025. It would make the most economic sense to work with NILEA while the project is under construction to do the design of the water main. VCU would supervise the contractor and will extend the water main to 325. Engineering estimate is \$500,000 if the work is done by utilities. The cost would be less if the work is done while the site is already under construction. Mr. Douglas requested approval of a memorandum of understanding ("MOU") for the NILEA project utility work.

Discussion from Commission members ensued. Questions and items of discussion included:

- Whether the contract is a not-to-exceed number?
- Is NILEA hiring their own design engineer to do public utilities work?

City staff answered and addressed some of the questions and discussion items, however some questions remained open.

The MOU for NILEA was tabled.

ITEM #7 SCHOOL CHALLENGE GRANT: (127:53)

Ms. Melcic reported the Challenge Grant budget has annually been divided between East Porter County Schools (EPCS) and Valparaiso Community schools (VCS) based on per capita enrollment. Based on the numbers provided by the Department of Education, VCS would receive \$441,278.17 and EPCS would receive \$158,721.82.

For 2025, we have added Porter County Career & Technical Education and SELF to the Challenge Grant program. Both schools will receive a grant for up to \$50,000 in reimbursement for approved expenses.

We are asking the schools to provide invoices, and reimbursement will be made when the invoices are reviewed and approved.

Discussion from Commission members ensued. Questions and items of discussion included:

- What is the deadline for the grant application?
- Is SELF and the Career Center aware that the funds should be used for East Porter County and Valparaiso students because it is redevelopment dollars.
- Why a disparity between the budget and annual report?

City staff answered and addressed the questions and discussion items.

Motion: Ms. Reed motioned to approve the School Challenge Grants. Ms. Domer seconded the motion. A voice vote was unanimously carried.

ITEM #8 2024 ANNUAL REPORT: (132:29)

Mr. Douglas reported Karl Cender and Daniel Dalton from Cender/Dalton serve as the Redevelopment Commission's fiscal consultant. Cender Dalton partners with the Redevelopment Commission as well as City Council when it comes to incentives, tax abatements and certain projects requesting bonding.

Mr. Cender reported the Annual Report is a required report that comes before the Redevelopment Commission to summarize the Commissioner members and employees, cash balances, revenues and expenditures, outstanding obligations and lists of all the parcels in the various allocation areas and what the captured assessed values. The overlapping units report is also included to make the public aware of the budget, the long-term plans for the allocation areas and potential tax impact the allocation areas have.

The very first allocation area was created in 1994 and there are a total of 5 allocation areas. Mr. Cender reported the captured assessed value for pay 2024 represents almost 18% of Valparaiso's total assessed value of \$2,384,141. All allocation areas have a sunset date and typically new allocation areas go out 25 years from the date of financing. The original allocation area sunsets in 2040. The county auditor tracks the information and when each area sunsets.

Mr. Cender discussed the outstanding debt service and the distribution of tax increment in 2024. Series 2019 and Series 2016 B have been paid off as of January 2025.

Mr. Cender also discussed the breakdown of the 2025 General Fund and TIF budget revenue and expenditures. The purpose of the Redevelopment Commission is for rehabilitation, redevelopment and economic development and that is the real purpose of the allocation areas.

Mr. Cender stated when it comes to tax impact, when the allocation areas were created, the perception is that money is being taken from taxpayers and an underlying perception that a lot of the growth would not have happened, but for, the Commission creating the allocation areas to approve the economic development projects. The Redevelopment Commission had foresight to create the allocation areas where we have additional growth and a lot of projects to help benefit our citizens.

The Annual Report once approved, will be loaded onto Gateway before the April 15th deadline. At the next meeting, a resolution will be presented for consideration that will need to be approved and communicated to the County Auditor by June. Also, a copy of this budget will be presented to City Council.

Discussion from Commission members ensued:

- Why has the assessed value increased if we have not added parcels to the allocation areas?
- Whether assessors are focusing more on getting commercial property values in line
- Is the original allocation area an exception for the 25 years?
- Are Journeyman and Calkins Hill slow to be assessed, since they have not produced enough revenue to cover the bond payments?
- Are Journeyman, Calkins Hill, Vale View and Grand Gardner Hotel developer backed bonds?
- Where does the revenue come from in the General Fund?
- If you are getting a circuit breaker on your taxes would the allocation areas affect your taxes?

City staff answered and addressed questions and discussion items.

Motion: Mr. Durnell motioned to approve the Annual Report subject to the typographical error on Exhibit 2 being corrected to say 2025. Ms. Reed seconded the motion. A voice vote was unanimously carried.

ITEM #9 OTHER BUSINESS: (164:30)

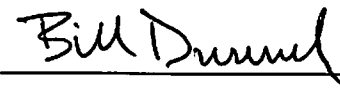
None.

ITEM #10 PUBLIC COMMENT: (164:36)

Jeanine Hornback voiced concerns about the extension to 325, the \$200,000 allocated for our local match to federal funds for a Chicago Dash bus, what the cost of the bus would be and if we would recoup money from the leased bus that will no longer be in service.

ITEM #11 ADJOURNMENT: (171:09)

Staff said they had no further items for the Commission's consideration. Mr. Durnell motioned to adjourn the meeting with Ms. Sarkisian seconding. A voice vote was unanimously carried. The meeting was adjourned at 6:52 p.m.



Bill Durnell, Secretary

March 12, 2025

**Report of Findings of Valparaiso Redevelopment Commission (RDC) Actions Regarding the
Property Located on the East Side of Valparaiso Between 400N and 500N**

The following report contains my personal findings on the mistakes, inconsistencies, inaccuracies, and mismanagement of the Valparaiso RDC in its fiduciary duties under **IC 36-7-14-2.5**. These findings regard the Request for Written Offers (RFO) process and related activities from approximately December 16, 2024, to March 11, 2025, in relation to the possible development of the property at 500N.

This report is intended to help identify failures that will ultimately improve the processes and management techniques of the Valparaiso RDC in executing its fiduciary duties to the citizens of Valparaiso in future development projects. It is not intended to introduce accusations or make personal attacks. In order to explain the failures clearly, some identifying information must be provided. I present recommendations for improvements.

I have no previous affiliation or prior relationships with any of the RDC's members or its director, save for the following:

- I worked with Ms. Sarkisian on the execution of an estate of a family member in 2020; it was a pleasant and amicable experience.
- I knew Mr. Thorgren (VHS'95) as an acquaintance in high school. I was VHS'94.

I make this report as a private citizen of Valparaiso. Though I have collaborated with neighbors and others to gather information, this work is solely my own. I have no legal training; this report draws on observation and reason. I report the facts as collected and support them with evidence. If analysis proves them inaccurate, I welcome corrections by all means. My desire is that the public should have a complete and accurate record of these events. My duty is to my fellow citizens of Valparaiso.

Respectfully submitted,

Bret M. Kutansky
Lieutenant Commander, US NAVY (Ret.)
411 Meadowbrook Drive
Valparaiso, IN 46383

Index of RDC Failures in Best Known Chronological Order

1. Failure to conduct a fair, open, and viable RFO process.
2. Failure to issue a newspaper advertisement with accurate dates.
3. Failure to recognize the sensitive nature of a proposed data center and conduct preliminary due diligence prior to signing an option agreement.
4. Failure to fully comprehend the terms of the option agreement.
5. Failure to fully comprehend the value of the property as it related to this specific proposal.
6. Agreeing to a possible bifurcation of its fiduciary duties to the citizens of Valparaiso.
7. Failure to consider the need for rezoning.
8. Failure to enter an accurate effective date on page 1 of the option agreement.
9. Failure to manage publicly available files related to the property 500N.
10. Failure to coordinate with city public relations officials to avoid issuing false or misleading statements.

1. Failure to conduct a fair, open, and viable RFO process.

The RDC directed a short RFO window from the date of publication in the Northwest Indiana Times on Dec. 18, 2024 to an (intended) deadline date of January 6, 2025, when all RFOs were to be received. This period encompassed only 12 business days over the Christmas and New Year's holidays.

This abbreviated window raises concerns about the fairness of the RFO process, specifically, if all interested parties would have truly had enough time to notice and respond to the RFO.

It further raises concerns as to whether the RDC did everything reasonably within its power to honestly attract the "best and brightest" ideas for the community.

RECOMMENDATION: Each RFO or RFP should be accompanied, at a minimum, by a public press release from the City of Valparaiso and a full press event where appropriate. Any issued RFO/RFP should have a window as long as practicably possible, starting at a minimum of 30 business days.

2. Failure to issue a newspaper advertisement with accurate dates.

As stated above, the RDC intended to open an RFO window from the date of publication in the Northwest Indiana Times on Dec. 18, 2024 to a deadline date of January 6, 2025, when all RFOs were to be received.

However, the RDC failed to check the published dates for accuracy, instead succumbing to the common error in December and January of forgetting to advance the calendar year.

As it appeared in print and can still be found online, the deadline date is listed as January 6, 2024, instead of January 6, 2025. Technically, Agincourt submitted their proposal ONE YEAR past the deadline date.

While IC 5-3-1-2.3 indicates that an Indiana court would likely not invalidate the proposal for this error, it displays sloppiness and a lack of attention to detail on the part of the RDC.

RECOMMENDATION: Try harder. There is no excuse for a lack of attention to detail in matters of this importance.

The screenshot shows the Northwest Indiana Times website. On the left is a search bar with the text 'RFO'. Below it are filters for 'Date' (12/18/2024) and 'Notice Type'. A 'Search' button is at the bottom. The main content area shows 'Showing 1 results' for a 'Public Notice' titled 'NOTICE OF VALPARAISO REDEVELOPMENT COMMISSION... PURSUANT TO INDIANA CODE § 36-7-14-22 500 North Overview This Request for Written Offers ("RFO") is issued by the Valpo'. The notice is dated '2024-12-18'. On the right, a 'Public Notice' modal is open, showing the full text of the notice. The notice states that proposals must be submitted in a sealed envelope, no facsimile or email submission will be accepted, and the deadline is '3:00 p.m. (CST) on January 6, 2024'. The text 'January 6, 2024' is circled in red.

This is a duplicate of the screenshot above, showing the same search results and public notice modal. The deadline date 'January 6, 2024' is circled in red.

3. Failure to recognize the sensitive nature of a proposed data center and conduct preliminary due diligence prior to signing an option agreement.

The Agincourt RFO was officially discussed, considered, and ultimately approved with a 5-0 vote at the January 9, 2025 RDC Meeting. Discussions in the Executive Session remain unknown to the public (permitted due to the subject matter of the proposal, i.e., real estate). However, in the public meeting available to watch online, the RDC demonstrates a glaring lack of awareness as to the potential sensitive nature of a data center proposal. Furthermore, similar proposals had just been denied due to public outcry in Chesterton (June 2024) and Burns Harbor (October 2024). The RDC must have been aware of this yet still chose to enter straight into an option agreement, assuming that it would all be sorted out in the due diligence period.

Data center proposals that are to be located anywhere near residential areas are a controversial topic on a national scale. A 10-minute Google research session would indicate to any average person that a data center abutting residential neighborhoods should be expected to invite a large amount of public scrutiny and outcry.

RECOMMENDATION: It is incumbent upon RDC members to have a general awareness of proposals that deal with locations of sensitive structures (e.g., chemical plants, prisons, data centers). The RDC should take time to conduct its own thorough **preliminary due diligence** before signing any option agreements. A public comment period could be opened to gather initial feedback before proceeding into an option agreement.

4. Failure to fully comprehend the terms of the option agreement.

It is critical to understand that entering into the option agreement with Agincourt actually allowed for two distinct outcomes:

A. Agincourt would purchase the land and construct a data center.

B. Agincourt would purchase the land but be denied the right to construct a data center because of snags at some other point in the process (e.g., rezoning approval, NIPSCO, water usage, etc.) This outcome would eliminate the data center, but would leave Agincourt as the new owner of the 500N property.

These two outcomes are demonstrated in the press release by Mayor Costas on March 11, which states, “I have spoken to the potential developer, Agincourt, and they have agreed to withdraw from pursuing the project, and also to release their option on the land.”

decision. I have spoken with the potential developer, Agincourt, and they have agreed to withdraw from pursuing the project, and also to release their option on the land.

While the city administration would not have further pursued this project without community and city

However, in reviewing the interactions of the RDC during the January 9, 2025 meeting, it is clear that there are some members of the RDC who come away from the discussion believing only Outcome A is a possibility.

(Transcribing from the January 9 Meeting - Timestamps are approximate. Transcription is to the best of my ability; any mistakes are unintentional.)

33:00: Mr. Douglas: “This, by no means, does this commit us to selling the property. This just allows us to do the due diligence on a substantial development & parcel outside - in - the city that the commission owns.”

40:00: Ms. Domer: “So George you indicated that this option agreement doesn’t commit the RDC to sell and so explain what exactly we are committing to - in this - if we approve this option agreement.”

40:20: Mr. Douglas: “Yeah and I’ll let Patrick jump in if I misspeak or if I’m not clear on something but what this is committing us to do is to enter a due diligence period at minimum of 180 days for the developer to satisfy all of these conditions, especially the stuff I talked about in item #6 that’s in their, in their response to the RFO. And so during that due diligence period there are things that we need to agree, negotiate and agree to, before you’d ever get to a close, and that is the real estate purchase agreement, that’s an Economic Development Agreement, that is a set aside for future park or pathway whatever that form might take whether it be an easement or some other form for that property, how we protect any of the wells that are out

there...so I think those are the things that would have to be worked through before you got to an actual close or transaction.”

There is no further clarification offered to this question before Mr. Thorgren proceeds to ask for a motion to accept the offer, which passes unanimously.

However, when I asked the same question in an email to Mr. Lyp, I got a very different response. His comments in red below.

RE: Follow-up Question on Option Agreement



Patrick Lyp <PLyp@valpo.us>
To: Ellen Kapitan; Bret Kutansky

Reply Reply All Forward ...

Thu 3/6/2025 3:34 PM



From: Bret Kutansky <bretkutansky@hotmail.com>
Sent: Wednesday, March 5, 2025 1:00 PM
To: Ellen Kapitan <EKapitan@valpo.us>; Patrick Lyp <PLyp@valpo.us>
Subject: Follow-up Question on Option Agreement

Dear Ellen and Patrick,

Thank you for all the information provided at the EAB Monday evening. I especially appreciate that you rearranged the agenda to let residents speak first on this issue.

I have read through the Option Agreement and, not being legally trained, I would like to know the following:

Who can break / back out of this purchase option? From my reading, it sounds like only the Purchaser can back out, meaning the City has essentially agreed to the sale if the Purchaser wants it. Is this correct? **Absent a default by Agincourt, it has the choice to exercise its option with the RDC or not. As was shared at Monday's meeting and in the City's Statement, there are several hurdles Agincourt needs to address. For example, if Agincourt does not secure a rezoning, they could still purchase the property, but they could not construct a data center. As you note, although Agincourt holds the option to buy the land, they do not have permission to construct a data center. Without securing that permission, I doubt Agincourt will pay the RDC over \$9 million for 180 acres.**

If not, then what are the ways the City could cancel the PURCHASE of the land, if for instance they didn't approve of what the Purchaser is proposing? I know there are ways to affect the actual project through zoning and ordinance, etc. I'm asking specifically if there are ways the RDC/City can cancel this option to purchase from their end. **See above answer.**

FYI, I may share your responses with concerned residents.

Thank you for your time,

Bret

The entire RDC needed to be crystal clear on the nature of the option agreement before signing it. This could have led to a situation where the RDC lost control of possession of the property to Agincourt, creating an entirely new mess.

There is one other important bit of possible confusion introduced in the discussion. Mr. Douglas explains, “what this is committing us to do is to enter a due diligence period at minimum of 180 days for the developer to satisfy all of these conditions...” The phrasing is important because it sounds like he is saying that the due diligence period will definitely last (“at minimum”) 180 days, so nothing will happen before that, no matter what.

But Paragraph 10 clearly indicates that Agincourt could exercise the option to purchase the land AT ANY TIME during the due diligence period. This is a huge difference and needed to be clearly

understood by the RDC.

10. Exercise of Option: At any time during Due Diligence Period and (if applicable) the Due Diligence Extension Period, Purchaser may provide written notice to the Commission of its intent to exercise its option to purchase the Property. Once written notice is provided, the Parties shall work diligently in good faith to complete an acceptable Real Estate Purchase Agreement, address any remaining Conditions and schedule a Closing.

Finally, there is no reference made to Paragraph 12 Assignability. If this is boilerplate language in an option agreement, then I freely admit my inexperience. It seems to me that this clause should have at least garnered mention in the RDC's discussion, given that it implies that the city could eventually be dealing with a new, unknown entity if the data center went forward.

12. Assignability: This Option may be assigned by Purchaser to a related entity. Purchaser must first provide written notice requesting approval of the assignment and sufficient information to identify the new party and its connection to Purchaser.

RECOMMENDATION: If an option agreement appears to have non-standard terms, then invite a second and third legal opinion on it. Getting several sets of eyes on a contract worth \$9 million dollars will only improve the outcome. Don't stop asking questions until every clause is made 100% clear.

5. Failure to fully comprehend the value of the property as it related to this specific proposal.

The discussions at the January 9 meeting indicate that the RDC is well aware of the fact that the value of this property has increased significantly since they acquired it. They recount the recent purchase of the land in 2022 of 248 acres for \$4.7M, and determine they paid around \$20,000 per acre. The option agreement lists the purchase price as \$50,000 per acre, for a total price of \$9,044,000. This represents 150% increase in under 3 years. There are several comments on this fact.

35:00: Mr. Durnell: “But just as a benchmark, I mean this sounds like an astounding return on investment in a short period of time...”

37:00: Mr. Thorgren: “So your point’s still well taken that it’s not very often that you would have this kind of a return on this sizeable a piece of property.”

37:00: Mr. Cotton: “That begs the question as to are we just becoming a very attractive city, or is there some additional reason to be concerned or cautious about getting that kind of inflated price? Meaning that’s an extraordinary bump in what 2- or 3-years sort of raises an eye.”

Mr. Cotton raised the correct question. Why would a company pay such an inflated price? The correct answer is that a data center of the scale proposed in the package would stand to make tens of millions of dollars in revenue each and every year. A price of \$50,000 per acre for that kind of return on investment is an exceptionally good deal. To borrow Mr. Cotton’s line, it begs the question as to whether, properly negotiated, the RDC might have obtained 2x-3x more than they got.

But instead, only a generic answer of varying property values is offered by Mr. Douglas, and then the question is dropped. It is mentioned earlier in the meeting that there are representatives Tim Rust and Todd Leeth from Agincourt present in the room, yet no member of the RDC asks them anything.

RECOMMENDATION: While the required appraisals (I do not have them and they are not mentioned) may have yielded a general market value, the potential end use must also be considered. As part of their fiduciary duties to obtain the best purchase price for the citizens of Valparaiso, the RDC must show deeper interest and take time to investigate anomalies in property appreciation before agreeing to a purchase price that ultimately may prove to be a low-ball offer. We should have heard discussion specific to whether or not \$50,000 per acre was the current going rate for data center locations.

6. Agreeing to a possible bifurcation of its fiduciary duties to the citizens of Valparaiso.

A key contract clause from the option agreement accepted by the RDC on January 9 reveals the RDC's problematic commitment: 'Commission will reasonably cooperate with Purchaser in connection with the Entitlements, including, without limitation, executing applications which require Commission's signature, attending meetings of governmental authorities relating to the Entitlements and supporting Purchaser at such meetings, and taking such other action as reasonably requested by Purchaser in connection with the Entitlements, but at no cost or expense to Commission.'

required or advisable in connection with its proposed development of the Property. Commission will reasonably cooperate with Purchaser in connection with the Entitlements, including, without limitation, executing applications which require Commission's signature, attending meetings of governmental authorities relating to the Entitlements and supporting Purchaser at such meetings, and taking such other action as reasonably requested by Purchaser in connection with the Entitlements, but at no cost or expense to Commission.

This suggests the RDC agreed to a possible bifurcation of its fiduciary duties under IC 36-7-14-2.5, splitting its loyalty between serving Valparaiso's citizens and advancing Agincourt's private development goals.

Under IC 36-7-14-2.5, the RDC must act in Valparaiso's best interest (e.g., economic development, public welfare). Committing to "support Purchaser at such meetings" and "taking such other action as reasonably requested" might prioritize Agincourt's interests over the public's—especially if residents opposed the project (as they already did by March 2025). The phrase "without limitation" is particularly concerning.

RECOMMENDATION: The RDC should never agree to any clauses that even suggest splitting loyalties away from the citizens of Valparaiso. As previously recommended, if there are non-standard clauses presented, then invite a second and third legal opinion on it.

7. Failure to consider the need for rezoning.

At no point during the January 9 meeting did the RDC discuss the need for rezoning the 500N property. The data center would have required a rezoning to industrial, a huge change for a location nestled between residential areas. We cannot know if this was mentioned during the private executive session, but it is obvious by its absence from the discussions on January 9.

RECOMMENDATION: None. It's inexcusable. Even if rezoning were discussed at the private executive session, it needed to be presented clearly to the public at the January 9 meeting prior to signing the option agreement.

8. Failure to enter an accurate effective date on page 1 of the option agreement.

The effective date listed on the fully executed and receipted option agreement is January 3, 2025. This is 3 days prior to the end of the RFO period, which ended at 3:00 p.m. (CST) on January 6, 2025. Mr. Thorgren didn't sign the option agreement until January 9.

This *Option Agreement* ("Option") is entered this 3 day of January 2025 ("Effective Date") by and between the **City of Valparaiso Redevelopment Commission** ("Commission") a redevelopment commission established under Indiana Code § 36-7-14 et. seq., and Agincourt Investments LLC ("Purchaser")..

By: [Signature]
Name: Rob Thorgren
Title: President
Date: 01/09/25

Agincourt Investments LLC
By: [Signature]
Name: Kevin Cherry
Title: Manager
Date: January 3, 2025

This speaks to the sloppiness of the RDC in a rushed process to accept the option agreement. My limited understanding of Indiana contract law is that contract interpretation relies on the intent of the parties, but in this case since the listed date is obviously invalid and the only other date is Mr. Thorgren's on January 9, it is difficult to determine what the intended date was. This could have brought issues with determining when the 180-day due diligence period actually expired.

RECOMMENDATION: More careful attention to detail is required by the RDC. The effective date should never be listed as occurring before the signature date.

9. Failure to manage publicly available files related to the property 500N.

I have logged 5 different PDF file versions that were presented by the RDC, at one time or another, from March 4, 2025 to the writing of this report on March 12, 2025 as the public files for the 500N property. Three of these I downloaded from the City of Valparaíso website, and two of the versions were obtained by Access to Public Records Act (APRA) requests (not mine).

RFO VERSIONS					Search RFO VERSIONS
Name	Date modified	Type	Size		
37991 Option Agreement - Fully Executed & Received by Title	3/12/2025 12:26 PM	Adobe Acrobat D...	544 KB		
Agincourt Investments LLC 500 North Proposal City of Valpo	3/5/2025 7:42 PM	Adobe Acrobat D...	1,168 KB		
Agincourt Investments LLC 500 North Proposal City of Valpo_202503070848485218	3/7/2025 11:30 AM	Adobe Acrobat D...	867 KB		
Complete RFO 500 N_202503121045571503	3/12/2025 12:19 PM	Adobe Acrobat D...	964 KB		
RFO-500-N	3/6/2025 10:13 PM	Adobe Acrobat D...	881 KB		

All of these documents differ slightly, but in important ways. Many of the pages in the documents are the same, but a key page that appears in some of the PDF files but not others is a conceptual design showing a layout of the four proposed data center buildings over a map of the property. The file switch and disappearance of this page led to the public scrutiny outlined in Item 9 (below).

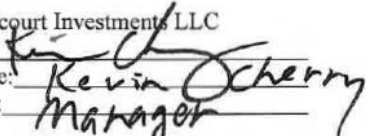
My initial download, which was of the file labeled **RFO-500-N**, took place on March 4. In reading a Facebook post discussing the Environmental Advisory Board meeting that took place on March 3, I noticed City Council member Ellen Kapitan had posted a link to the file.

The RFO-500-N file contains no cover letter, but has the signature of Mr. Thorgren on January 9 as well as the conceptual design.



By March 5, however, the **RFO-500-N** file had been replaced with the file labeled **Agincourt Investments LLC 500 North Proposal City of Valpo**. This file adds the Agincourt cover letter, but the signature by Thorgren and the conceptual design are missing.

By: _____
Name: _____
Title: _____
Date: _____

Agincourt Investments LLC
By: 
Name: Kevin Cherry
Title: Manager
Date: January 3, 2025

This file swap was acknowledged in an email response from Ms. Kapitan.

Re: Original



Ellen Kapitan <EKapitan@valpo.us>
To: Bret Kutansky

 You replied to this message on 3/7/2025 11:14 AM.

 Reply  Reply All  Forward 

Fri 3/7/2025 8:05 AM

Thank you for sending.

I noticed it was a different document too... very strange.

Ellen Kapitan

Valparaiso City Council, At-Large

Email: ekapitan@valpo.us

Phone: 219-798-6439

Sent from my mobile phone

From: Bret Kutansky <bretkutansky@hotmail.com>
Sent: Friday, March 7, 2025 12:49:02 AM
To: Ellen Kapitan <EKapitan@valpo.us>
Subject: Fw: Original

Ellen,

Forwarding you a copy of the original option agreement document that you linked to in a Facebook discussion on Tuesday morning. That's how I found it. And I thank you for posting that link. The city has posted something different now. Wanted you to have a copy.

Thank you,

Bret

The City of Valparaiso issued a press release on March 6 which contained a false statement that no conceptual designs existed (see item 9 below). I created a Facebook post highlighting the inaccuracy and shared both it and the file swap issue to several local Facebook groups around 11PM on March 6. The next morning, the city replaced the file again, this time with the file labeled:

Agincourt Investments LLC 500 North Proposal City of Valpo_202503070848485218

The file label suggests it was created March 7, 2025, at 08:48:48 AM. In this file, Thorgren's signature is still missing but the conceptual design has reappeared.

On March 12, I noticed a fourth file had replaced the March 7th version. This file is labeled:

Complete RFO 500 N_202503121045571503

The file label suggests it was created March 12, 2025, at 10:45:57 AM. This file adds the full-sized text of the public notice, still lacks Thorgren's signature, and contains the conceptual design. Note that this file was created after the announcement by Mayor Costas canceling the data center proposal on March 11.

There is a fifth file that, to my knowledge, has never been posted to the city webpage. This file was obtained by my neighbor, Meghann Chonowski, in a Public Records Request. The file is labeled:

37991 Option Agreement - Fully Executed & Receipted by Title

This file omits the cover letter, but contains Thorgren's signature, the conceptual design, and is the only known version to contain the signature of the title company.

Acceptance by Title Company

The undersigned Title Company acknowledges that it has received originally executed counterparts or a fully executed original of the foregoing Option Agreement and agrees to act as Title Company under said agreement and to be bound by and perform the terms of this Agreement as such terms apply to Title Company.

By: Margot Berry
Name: Margot Berry
Title: Commercial Escrow Assistant
Date: January 13, 2025

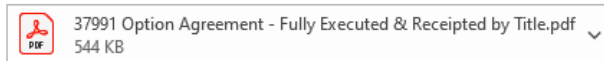
Fw: Online Form Submittal: Public Records Request



Meghann Chonowski <Chonowski@outlook.com>
To: bretkutansky@hotmail.com

[Reply](#) [Reply All](#) [Forward](#) [...](#)

Fri 3/7/2025 11:28 AM



See below

From: Patrick Lyp <PLyp@valpo.us>
Sent: Tuesday, March 4, 2025 3:20 PM
To: chonowski@outlook.com <chonowski@outlook.com>
Cc: Samantha Camp <scamp@valpo.us>
Subject: RE: Online Form Submittal: Public Records Request

Ms. Chonowski

This email is in response to your Public Records Request referenced below. I have attached a copy of the Option Agreement entered into between the Valparaiso Redevelopment Commission and Agincourt Investments LLC. Although I am unclear with your request for information concerning "ALL PAYMENTS MADE", I can confirm, as mentioned in the attached document, that Agincourt paid an Option Deposit of \$50,000. Those funds were deposited with a Title Company.

As to the other aspects of your request, please note:

1. As required under Indiana Code 5-14-3-3(a)(1), a request for public records "must identify with reasonable particularity the record being requested." Although it is unclear from your request, if you are interested in letters and/or emails, the Indiana Public Access Counselor has noted on numerous occasions that the term "reasonable particularity" means a request must include "(1) a named sender; (2) a named recipient; (3) reasonable timeframe (e.g., six months or less); and (4) a subject matter or set of unique yet connected key words. Wolfe v. Indiana State Police, 2023 FC 50, p. 4 (2023). The Public Access Counselor has also noted that phrases "any" and "all" and

NOTE: I am unable to share the PDF files in their entirety in this report. I have posted the files publicly and I will email a copy of them to any interested parties upon written request.

RECOMMENDATION: Create a public file that can be added to with clear dates of when the documents were added. Never delete files or omit files that have previously been offered to the public. The file swapping and coinciding denial of the existence of a conceptual design was, in my opinion, the episode that caused the most damage to public trust. The most damage, that is, aside from the very notion of locating a data center next to residential areas.

10. Failure to coordinate with city public relations officials to avoid issuing false or misleading statements.



CITY OF
VALPARAISO

Statement on Data Center

There is a significant amount of misinformation being shared over the last few days as to the potential construction of a data center in Valparaiso. The City is issuing this statement to provide accurate information and dispel some of the more egregious rumors being circulated.

To start, there is no data center project pending before the City of Valparaiso. There are no conceptual designs, engineering schematics, or other relevant information to which the City or any resident could review and develop a rational opinion.

On December 12, 2024 the Valparaiso Redevelopment Commission ("RDC") issued a request for

- Agincourt Investments LLC ("Purchaser")
- C/O Todd Leeth, Esq.
 - 2700 Valparaiso St. #2412, Valparaiso, Indiana 46384
 - 219-250-6501; todd@leeth.law
- Relevant background information about Respondent
 - Agincourt Investments LLC is an experienced real estate developer that is well capitalized. Over 30 + years, Developer has acquired or developed over 50 million square feet in real estate.

Project Explanation:

- Preliminary Plans for the Property including any conceptual designs
 - See attached conceptual design.
- Respondent's rationale for the proposed Project;
 - This development is a four-building non-residential development. Preliminary plans anticipate a four-building campus with building floor plates of approximately 150,000 SF. Each building is anticipated to be two stories. This development will

Presented without comment.

-END OF REPORT-



Law Department
lawdept@valpo.us

Patrick Lyp
City Attorney

Samantha Camp
Paralegal

166 Lincolnway
Valparaiso, IN 46383
(219) 462-1161
Valpo.us

Response to March 12 report submitted by Bret M. Kutansky.

1. Failure to conduct a fair, open, and viable RFO process.

I appreciate your observations about the RFO process. Others have made similar comments. That said, it has been acknowledged that the RDC's process followed all legal requirements for the approval of the Option Agreement. Going forward, the Commission will likely look to extend the RFO response period and engage in more public discussion.

2. Failure to issue a newspaper advertisement with accurate dates.

Although "sloppiness and a lack of attention to detail" might be a rather strong characterization, the Commission acknowledges your point as to using the wrong year. Indiana law would not have negated the notice, if an objection had been filed.

3. Failure to recognize the sensitive nature of a proposed data center and conduct preliminary due diligence prior to signing an option agreement.

I would respectfully suggest that the Commission understood the concerns of the adjacent neighbors. What was not apparent was the broader objection to the concept of a data center in Valparaiso. Some jumped to conclusions about noise, water consumption, and power usage without knowing any specifics. Had the process moved forward, those questions (and many others) would have been addressed publicly to the satisfaction of the RDC and City Council for the project to obtain requisite approvals.

4. Failure to fully comprehend the terms of the option agreement.

I appreciate your observations but respectfully disagree. Section 11 of the Option Agreement is clear as to five (5) conditions that needed to be met "to the satisfaction of the Commission" before a sale could be completed. That language is important. As the due diligence process moved forward, the parties needed to negotiate an Economic Development Agreement to the Commission's satisfaction. That could have included all types of conditions relating to noise, water use, light or any other concern raised by the community. Unless Agincourt met the request of the Commission, the sale would not have happened. If Agincourt thought it could have built the data center without a rezone, it would have exercised its option. Moreover, as I hope you can appreciate, Agincourt (nor any other purchaser) would have paid \$50,000 an acre for land zoned "open space".

Moreover, Section 10 provided that upon Agincourt exercising its option, the parties had to complete an acceptable Real Estate Purchase Agreement. At that point, the Commission would have required language relating to timelines, investment, and jobs. These conditions would have prevented Agincourt from moving forward with the data center project without commitments satisfactorily to the Commission.

The Commission and its attorney fully understood the terms of the Option Agreement.

The assignability provision is boilerplate and was inserted to facilitate an assignment/transfer while ensuring the Commission had relevant information about any future party.

5. Failure to fully comprehend the value of the property as it related to this specific proposal.

As you reference, the RDC secured two appraisals for the property. This is consistent with Indiana Code 36-7-14-22(b). Concerning the proposed sale price, valuation of land to the Commission is often different from traditional transactions. For example, the Commission has the ability to “capture” TIF (property taxes) for 25 years. Although calculations were not finalized, the data center project would have likely generated more TIF (property taxes) than Pratt Paper – which currently stands as the largest property taxpayer in Valparaiso. In addition, data centers often attract technological businesses and investment. I would also note that end users for data centers often contribute significant funds to local schools and nonprofit organizations. Those discussions would have taken place prior to the Economic Development Agreement being finalized.

The Commission understood the value of its land was greater as a data center than as undeveloped open space. As part of the Real Estate Purchase Agreement the Commission would have guarded against Agincourt reselling the property at a significant premium once the property was approved for a data center, which has happened in other communities. Hypothetically, if the property had been resold for a data center by Agincourt, the Commission would receive 60% of the differential from what it sold the property to Agincourt. Notwithstanding though, an offer three times the acquisition price plus the ability to collect 25 years of TIF property taxes as well as other potential benefits was not an example of lack of knowledge or blind indifference.

6. Agreeing to a possible bifurcation of its fiduciary duties to the citizens of Valparaiso.

First, your citation to Indiana Code 36-7-14-2.5 is misplaced. The sale of property is not the “assessment, planning, replanning, remediation, development, and redevelopment of economic development areas.” Agincourt was not requesting any financing assistance (TIF bonds) or other economic incentives. This was not a Commission project. It was the sale of excess land. That doesn’t mean public concerns are irrelevant, but it does mean that the conflict you site is not applicable.

As to the language in the Option Agreement about assisting Agincourt. Those obligations are standard and necessary. Agincourt needed rezoning. Only the property owner can submit a rezoning request. At a minimum, the Commission would have needed to sign the rezoning petition and confirmed that Agincourt had the Commission’s permission to seek the rezoning. Moreover, the Commission’s support was not carte blanche. It was limited to Agincourt’s seeking Entitlements, which was defined in Section 8(c).

There was no bifurcation of duties.

7. Failure to consider the need for rezoning.

This was an odd observation. The Option Agreement explicitly references zoning changes (Section 8(c)). Given the fact that the property is currently zoned “open space”, any proposed improvement would have required a zoning change or use variance from the City’s Board of Zoning Appeals.

8. Failure to enter an accurate effective date on page 1 of the option agreement.

It is not improper or unusual for a contract to define an Effective Date as being prior to the date that the document was signed. Agincourt submitted a signed Option Agreement dated January 3, 2025. Without the Commission's approval and signature, the Option Agreement was not valid. Upon approval and execution by the Commission on January 9, 2025, the Option Agreement was binding. I can share that the Commission and Agincourt discussed this matter and agreed to use January 9 for purpose of calculating the 180 days of due diligence.

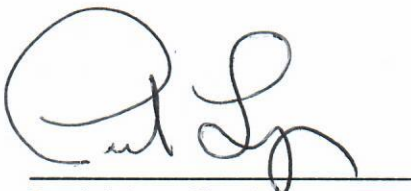
You want to push a narrative that one party inserting a date is tantamount to "sloppiness of the RDC in a rushed process to accept the option agreement." Having practiced law for almost 29 years, I can share that your claim is not accurate.

9. Failure to manage publicly available files related to the property 500N.

This issue was explained by George Douglas as an error made by an assistant. Mistakes happen. When the issue was brought to the Commission's attention, it was corrected.

10. Failure to coordinate with city public relations officials to avoid issuing false or misleading statements.

I don't believe any false or misleading statements were made. I understand the reference to "conceptual design" in the City's Statement has contributed to many social media postings and rumors. Regardless of what Agincourt called it, a map with four rectangular shapes is far from a "conceptual design". No building heights, architectural renderings, or landscape designs were included. That said, I acknowledge Agincourt called their submission a "conceptual design" so if that is the basis for characterizing the City's Statement as being "false or misleading", I cannot disagree beyond stating the obvious that what was submitted was not a conceptual design.

A handwritten signature in black ink, appearing to read 'Patrick Lyp', written over a horizontal line.

Patrick Lyp, City Attorney

Debra Melcic

From: James <jamesbricher@hotmail.com>
Sent: Thursday, March 13, 2025 1:07 PM
To: Debra Melcic

Hello my name is Pamela Bricher and I live on Harvest rd. I am writing this as I am disabled and not able to attend your meetings. I do watch on the internet. I am wondering why the people of Washington township and Jackson township were invaluable to you. Your underhanded tactics in trying to get this thru would have affected so much of our area more so than Valparaiso. You knew what was going on pertaining to data centers IE Chesterton and Burns Harbor but you went and tried to bulldoze this thru irregardless of who it would hurt. Not only does it seem very underhanded but almost bordering on illegal. I can be sure that none of you live in effected area. I along with many others are watching closely now and you can rest assured we will keep track of all your scams. Why is it that the people of Washington and Jackson townships are ignored. We want some parks walking trails etc. Part of the complex could be built with the amount of money originally planned. I understand that Mayor Costas believes it was too much light and sound for the area but the data center would have been 24/7 light and sound. Our famiilies deserve something to come of the land that you purchased with FREE money from the government to which we all pay taxes. There are a number of other developements we do not want such as industrial parks. As I am disable and cannot attend in person to voice my opinion I will be eagerly awaiting a reply. Thank you I am watching. Pamela Bricher

Debra Melcic

From: George Douglas
Sent: Monday, March 24, 2025 9:18 AM
To: jamesbricher@hotmail.com
Cc: Patrick Lyp; Debra Melcic
Subject: RE:

Ms. Bricher;

I am receipt of your emails. Let me assure you that Agincourt's Option Agreement for 180 acres of the property owned by the Redevelopment Commission has been officially withdrawn, so their proposed data center at this location is effectively over.

I hear your frustration and skepticism in the process, but I respectfully disagree. There was a process which would have involved public discourse over the merits of a data center at this location, if and when, we actually had a project to discuss. As communicated previously, the developer did not have sufficient site information yet to determine feasibility of a data center at this location.

At this time, there are no alternative plans for development of the property, but you can be assured the public will be informed when there is something more definitive to report.

Thanks again for sharing your comments, and I hope you have a wonderful day.
Cheers, Geo



George Douglas
Director of Development
Email: gdouglas@valpo.us
Phone: (219) 462-1161 x 3342
Mobile: (219) 405-2594
166 Lincolnway, Valparaiso, IN 46383
Valpo.us