



Redevelopment Commission

166 Lincolnway
Valparaiso, IN 46383
219-462-1161
[Valpo.us](http://valpo.us)

President

*Rob Thorgren
Thorgren Tool &
Molding*

Vice President

*Barbara Domer
City Council
Member*

Secretary

*Bill Durnell
GATX Corp.*

Members

*Trish Sarkisian
1st Source
Bank*

*Robert Cotton
City Council
Member*

Auxiliary Member

*John Nuppnau
Nuppnau Lawn &
Snow*

Advisory Member

*Frank Dessuit
Representing
Schools*

Legal Counsel

Patrick Lyp

Director of Development

George Douglas

RDC MEETING AGENDA: Thursday, March 14, 2024

4:00 p.m. Executive Session: The Valparaiso Redevelopment Commission will meet in Executive Session at 4:00 p.m. The Executive Session will convene at **City Hall, 166 W. Lincolnway, Valparaiso, IN 46383**, pursuant to 5-14-1.5-6.1(b)(2)(B) discussing strategy with respect to the purchase or lease of real property.

4:10 p.m. (Immediately following Executive Session, whichever occurs later)

NOTICE: The Redevelopment Commission will meet on Thursday, March 14. This meeting will be held by the Valparaiso Redevelopment Commission at Valparaiso City Hall, 166 W. Lincolnway, Valparaiso, Indiana on **March 14, 2024 at 4:10 pm** and is open to the public. In addition, the meeting will be livestreamed, and a recording of this meeting will be posted on the City's website <http://www.ci.valparaiso.in.us>.

1. Approval of Meeting Minutes (Bill Durnell)
 - a. March 14, 2024 Executive Session Minutes
 - b. February 8, 2024 Meeting Minutes
2. Approval of Claims Register and Financial Report (George Douglas)
3. Bid Opening – Downtown Streetscapes (Max Rehlander)
4. Sidewalk Bids (Max Rehlander)
5. Lincolnway Campbell Roundabout ROW (Max Rehlander)
6. Barrel District Trail Update (Beth Shrader)
7. 2024 Neighborhood Grant Awards (Maggie Clifton)
8. Utility Box Art Expansion Update (Maggie Clifton)
9. August Mack Environmental Proposal (George Douglas)
10. Transfer of Park Property – Resolution 02-2024 (George Douglas)
11. Ekos Windows + Wall Settlement Agreement (Patrick Lyp)
12. 16/18 Indiana (George Douglas)
13. EV Charging Stations (Debbie Melcic)
14. Other Business
15. Public Comment
16. Adjournment

Public Comment

The public comment session is provided as an opportunity for residents to address the Redevelopment Commission members about matters pertaining to the City. Participation is encouraged; however, to respect others who wish to speak, public comment is not intended to be a public conversation. Before speaking, a person must provide their name and address. Exceptions may be considered if requested by emailing Debra Melcic (dmelcic@valpo.us) prior to the commencement of the meeting. A speaker will be given a reasonable amount of time (as determined by the President) to make a comment and/or express an opinion. No person will be recognized more than once per meeting. The Redevelopment Commission members, and City staff are available after the meeting for questions and more extended discussions.

Future Meetings: (Dates subject to change) 4:00 P.M.

- April 11, 2024
- May 9, 2024

Valparaiso Redevelopment Commission
Memoranda of Minutes

The Valparaiso Redevelopment Commission met in executive session on **March 14, 2024** 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:

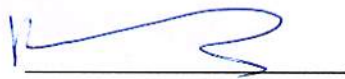
- i. A purchase;
- ii. A lease as lessor;
- iii. A lease as lessee;
- iv. A transfer;
- v. An exchange; or
- vi. A sale.

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
February 8, 2024

The regular meeting of the Valparaiso Redevelopment Commission was called to order at 4:39 p.m. on Thursday, February 8, 2024. President Rob Thorgren presided.

Members present were: Frank Dessuit, Trish Sarkisian, Rob Thorgren, Bill Durnell, Barbara Domer, Robert Cotton and auxiliary member John Nuppnau. Also present were Director of Development George Douglas, City Attorney Patrick Lyp, Jennifer Brooks from Urschel Laboratories, Steve Dalton from Cender Dalton, Engineering Director Max Rehlander, Deputy Engineer Bob Thompson, Park Director Kevin Nuppnau, Councilwoman Ellen Kapitan, Thomas Carroll, Vice Chair Public Policy Chamber of Commerce and Randall Zromkoski, Board of Directors Valparaiso Economic Development Corporation and Partner Blachly, Tabor, Bozik & Hartman, LLC. Members of the public watched remotely.

ITEM #1- MINUTES (1:05):

Mr. Durnell reported copies of the January 11, 2024 regular meeting minutes were distributed to members for their review prior to the meeting. After reviewing the minutes, all seemed in order. Mr. Durnell recommended their approval.

Motion: Mr. Durnell stated that he reviewed the meeting minutes and moves to approve the January 11, 2024 meeting minutes. Mr. Cotton seconded. A voice vote was unanimously carried.

ITEM #2 CLAIMS REGISTER AND FINANCIAL REPORT (2:46):

Mr. Douglas reported that the Commission was sent the February 2024 Claims Registers and January Financial Report prior to the meeting.

Motion: Ms. Sarkisian motioned to approve the February Claims Register and January Financial Report. Mr. Durnell seconded the motion. A voice vote was unanimously carried.

ITEM #3 GRAND GARDNER HOTEL PLEDGE RESOLUTION (8:05):

Due to his affiliation as a board member with Urschel Laboratories, Mr. Thorgren recused himself. In his absence, auxiliary member Nuppnau joined the members at the dais and Ms. Domer presided over the meeting for this item.

Mr. Douglas stated the TIF Pledge Resolution is a multiple step process. The first step was creating a new allocation area for the project, which was done last year starting with the Redevelopment Commission, then through Plan Commission and City Council and lastly back to the Redevelopment Commission. Next, the Economic Development Agreement was approved in December by the Redevelopment Commission. The last item that needs approval is the Pledge Resolution. The resolution pledges 90% of the tax increment that is collected towards debt service of the bonds. Urschel will purchase the bonds and as property taxes are paid to the county, when the TIF revenue is received, the debt service payments will be made. This is the first step in the process in terms of the Pledge Allocation for the Economic Development Revenue Bonds. The issuance is for \$6.817 million and will be paid back, less the issuance costs which will be paid by the developer. This pledge will be in effect for 25 years of debt service.

Because the pledge is based on a percentage of incremental revenues, no matter how much, there is no risk to the taxpayer. If the assessed value and, thus, the tax increment is lower than estimated, this is completely on the bond holder, Urschel Laboratories, to absorb the impact of the shortfall.

Jennifer Brooks from Urschel was in attendance to answer any questions that were remaining.

Mr. Douglas stated if the vote is favorable, it will move forward to the issuance of the bond that goes through City Council and the first reading will be Monday and if that is favorable, the Valparaiso Economic Development Commission will hold a public hearing on the bonds on February 26th and if that is favorable it will be brought to City Council on February 26th.

Mr. Durnell asked several questions concerning the Grand Gardner Hotel project. These questions concerned the statutory requirements, the “but for” requirement, the Grand Gardner project in relation to similar projects, variations of the pledge amount per project, and the estimated assessed value and potential impact to taxpayers’ rate. Mr. Douglas and Mr. Dalton provided responses to each of these questions.

Councilman Cotton asked several questions concerning the Grand Gardner Hotel project. These questions concerned the “but for” standard, the increasing costs for the project, and what, if any, other projects were explored. Ms. Brooks and Mr. Douglas provided responses to each of these questions.

Mr. Carroll stated that the membership of the Chamber of Commerce are fully in favor of this project.

Mr. Zromkoski is speaking on behalf of the Valparaiso Economic Development Corporation and Partner at Blachly, Tabor, Bozik & Hartman. It is their belief that the project will create jobs, generate important economic opportunities, and also preserve and enhance an existing historic building. The VEDC unanimously supports the Grand Gardner Hotel project.

Motion: Ms. Sarkisian motioned to approve the Pledge Resolution. Mr. Durnell seconded the motion. Upon roll call vote the motion passed unanimously with President Thorgren recused and auxiliary member Nuppnau participating. After the vote, auxiliary member Nuppnau stepped down and president Thorgren returned to the dais to preside over the remainder of the meeting.

ITEM #4 MIDWESTERN ELECTRIC MAINTENANCE AND REPAIR PROPOSAL - VALPONET (40:11):

Ms. Melcic stated that Midwestern Electric has been providing ongoing fiber network maintenance and repair services for ValpoNet that include monitoring, maintenance, repair and coordination of connections to ValpoNet requested by Nitco, Surfair, etc. The monthly retainage has increased from \$190 to \$200 per month. Considering the value of their services, the staff recommends approval of the new rate.

Motion: Mr. Cotton motioned to approve Midwestern Electric Maintenance and Repair Proposal. Ms. Sarkisian seconded. A voice vote was unanimously carried.

ITEM #5 LANDSCAPING PROPOSAL (41:27):

Ms. Melcic stated landscaping proposals were requested and we received proposals from K&D Lawn Maintenance in the amount of \$14,450.00 and Lakeshore Seasonable Services in the amount of \$19,732.60. The areas to be maintained are the TOD parking lot and rain garden, Parcel G along Brown St. and 451 and 455 Campbell St. We have reviewed the proposals, and the staff recommends K&D Lawn Maintenance's Proposal.

Ms. Domer asked several questions concerning the properties and rain garden maintenance. Mr. Douglas and Ms. Melcic provided responses to each of these questions.

Mr. Durnell asked several questions concerning the bidding and proposal process. Mr. Lyp provided responses to each of the questions.

Motion: Mr. Cotton motioned to approve the Landscaping Proposal. Mr. Durnell seconded. A voice vote was unanimously carried.

ITEM #6 TRANSFER OF FUNDS FOR OPERATIONAL DASH SUPPORT (47:40):

Ms. Shrader stated the Redevelopment Commission has budgeted to help fund buses and operations for the Chicago Dash. After a seven-year break from requesting operational support from the Redevelopment Commission, Chicago Dash service needs help to maintain a healthy cash balance and ensure interrupted service. Ridership declined due to COVID and that caused revenues to decline which had an impact on transit funds. Federal grants were utilized and service was reduced for a period of time in order to cut costs. Those measures allowed Dash to steady the budget, but as of 2024, the cash reserves have dropped to \$500,000 from an average pre-pandemic balance of \$1.4 million. Ridership continues to recover at a slow steady pace. Currently ridership is at 67% of 2019 levels. Ms. Shrader is making a formal request for funding to be transferred from the Redevelopment Commission to Transit to help maintain a healthy cash balance and ensure uninterrupted service.

Mr. Thorgren, Mr. Durnell and Ms. Domer asked several questions regarding the number of buses and ridership numbers. Ms. Shrader provided responses to each question.

Motion: Mr. Cotton motioned to approve the Transfer of Funds for Operational Dash Support. Ms. Domer seconded. A voice vote was unanimously carried.

ITEM #7 OTHER BUSINESS (61:01):

Mr. Douglas is requesting approval for the President to sign a preliminary term sheet for 16/18 Indiana Ave. This is a project that has been before the Commission on numerous occasions, most recently at the December meeting where there was an evaluation committee made up of a Commission member as well as Planning Director Beth Shrader. The Committee recommended moving forward with Boyer Construction on working through a term sheet, Development Agreement and Real Estate Purchase Agreement for 16/18 Indiana Ave. We received a preliminary term sheet that outlines the basic points of purchasing the property for \$285,000 and investing \$2 million in redevelopment of the property and outlines an end date for completion of May 20, 2026. Mr. Douglas respectfully requests approval of the preliminary term sheet for 16/18 Indiana Ave.

Motion: Mr. Cotton motioned to approve the Term Sheet for 16/18 Indiana Ave. Mr. Durnell seconded. A voice vote was unanimously carried.

Mr. Douglas stated he received notice on February 1st the Northwest Indiana Forum approved the READI 1.0 Grant for \$1 million towards the LINC/Lincoln Highway Garage. The money will be used towards the streetscape improvement project.

Mr. Cotton had questions about rising costs for the Linc Project and if there were updates on the costs. Mr. Douglas provided a response to each question.

ITEM #8 PUBLIC COMMENT (61:06):

None.

ITEM #9 ADJOURNMENT (61:07):

Staff said they had no further items for the Commission's consideration. Mr. Cotton motioned to adjourn the meeting with Mr. Durnell seconding. A voice vote was unanimously carried. The February 8, 2024 Redevelopment Commission meeting adjourned at 5:45 p.m.



Bill Durnell, Secretary

I hereby certify that each of the above listed vouchers and the invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

_____, _____
Fiscal Officer

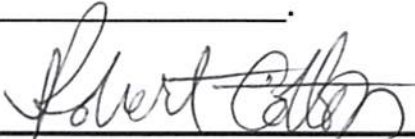
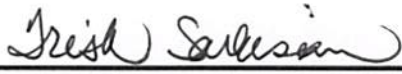
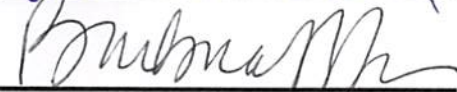
ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

11213220CITY OF VALPARAISO

APV #7042 -7079

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of _____⁸ pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ _____ 1,360,987.55.

Dated this _____ day of _____.

		_____
		_____
		_____

Signatures of Governing Board

Date: 03/07/2024 12:08:49 PM

APVREGISTER.FRX

Accounts Payable Register

APV Register Batch - RDC MARCH 14, 2024 BOARD MEETING

All History

Grouped By Fund Number, Appropriation, APV Number

Ordered By Appropriation, APV Number

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
**Fund Number 4445 RDC CONSOLIDATED AREA									
**Appropriation 4445020304.000 RDC - OPERATIONS									
**APV Number 7049									
03/06/2024	7049	CENDER & COMPANY LLC		4445020304.000	RDC - OPERATIONS	PROFESSIONAL SVCS	1193.75	8280 03/14/2024	
03/06/2024	7049	CENDER & COMPANY LLC		4445020304.000	RDC - OPERATIONS	PROFESSIONAL SVCS	1010.00	8280 03/14/2024	
SubTotal APV Number 7049							2203.75		
**APV Number 7050									
03/06/2024	7050	FIVE J'S SERVICES, INC		4445020304.000	RDC - OPERATIONS	9 LASER ENGRAVED NAME PLATES	103.50	8283 03/14/2024	
03/06/2024	7050	FIVE J'S SERVICES, INC		4445020304.000	RDC - OPERATIONS	7 SILVER NAME PLATE HOLDERS	59.50	8283 03/14/2024	
SubTotal APV Number 7050							163.00		
**APV Number 7051									
03/06/2024	7051	VEDC		4445020304.000	RDC - OPERATIONS	SITE SLECTION MAGAZINE AD	1900.00	8292 03/14/2024	
SubTotal APV Number 7051							1900.00		
**APV Number 7052									
03/06/2024	7052	BARNES AND THORNBURG, LLP		4445020304.000	RDC - OPERATIONS	LOBBYING - FEB	5000.00	8284 03/14/2024	
03/06/2024	7052	BARNES AND THORNBURG, LLP		4445020304.000	RDC - OPERATIONS	CALKINS HILL	2054.74	8284 03/14/2024	
SubTotal APV Number 7052							7054.74		
SubTotal Appropriation 4445020304.000							11321.49		
**Appropriation 4445020306.000 RDC - CITY STAFF REIMBURSEMENT									
**APV Number 7045									
03/06/2024	7045	CITY OF VALPARAISO		4445020306.000	RDC - CITY STAFF REIMBURSEMENT	CITY STAFF REIMBURSEMENT	525000.00	8265 03/14/2024	

Accounts Payable Register

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
SubTotal APV Number 7045							525000.00			
SubTotal Appropriation 4445020306.000							525000.00			
**Appropriation 4445020312.000 RDC - VALPONET										
**APV Number 7044										
03/04/2024	7044	N I P S C O		4445020312.000	RDC - VALPONET	10 NAPOLEON 01/22/24-02/16/24	69.24	8264	03/04/2024	
SubTotal APV Number 7044							69.24			
**APV Number 7046										
03/06/2024	7046	GGNET, INC		4445020312.000	RDC - VALPONET	MONITORING OF 4 FIBER LINES/CUSTOM AUTO	250.00	8293	03/14/2024	
SubTotal APV Number 7046							250.00			
**APV Number 7047										
03/06/2024	7047	NITCO		4445020312.000	RDC - VALPONET	BUSINESS INTERNET	89.95	8288	03/14/2024	
SubTotal APV Number 7047							89.95			
**APV Number 7048										
03/06/2024	7048	MIDWESTERN ELECTRIC INC		4445020312.000	RDC - VALPONET	FIBER MAINTENANCE JAN 1-31, 2024	200.00	8286	03/14/2024	
SubTotal APV Number 7048							200.00			
SubTotal Appropriation 4445020312.000							609.19			
**Appropriation 4445020314.000 RDC - PUBLIC SAFETY EQUIPMENT										
**APV Number 7053										
03/06/2024	7053	CITY OF VALPARAISO		4445020314.000	RDC - PUBLIC SAFETY EQUIPMENT	SQUAD CAR PURCHASES BY VPD	450000.00	8265	03/14/2024	
SubTotal APV Number 7053							450000.00			
SubTotal Appropriation 4445020314.000							450000.00			
**Appropriation 4445020322.000 RDC - BUS SERVICE EXPENSES										
**APV Number 7066										
03/06/2024	7066	CITY OF VALPARAISO		4445020322.000	RDC - BUS SERVICE EXPENSES	FUNDS FOR TRANSIT FUND	300000.00	8265	03/14/2024	

Accounts Payable Register

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
SubTotal APV Number 7066							300000.00			
**APV Number 7067										
03/06/2024	7067	CHICAGO, FORT WAYNE & EASTERN RAILROAD		4445020322.000	RDC - BUS SERVICE EXPENSES	PROJECT MANAGEMENT - TOD TRAIL	4193.50	8289	03/14/2024	
03/06/2024	7067	CHICAGO, FORT WAYNE & EASTERN RAILROAD		4445020322.000	RDC - BUS SERVICE EXPENSES	PROJECT MANAGEMENT - TOD TRAIL	6705.73	8289	03/14/2024	
SubTotal APV Number 7067							10899.23			
SubTotal Appropriation 4445020322.000							310899.23			
**Appropriation 4445020323.000 RDC - GRANTS MATCH										
**APV Number 7068										
03/06/2024	7068	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC - GRANTS MATCH	LINCOLNWAY/CAMPBELL ROUNDY ROW SERVICES	7705.61	8279	03/14/2024	
SubTotal APV Number 7068							7705.61			
**APV Number 7074										
03/06/2024	7074	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC - GRANTS MATCH	LINCOLNWAY CAMPBELL PROF SVCS 12/1/23-1/1/24	2492.28	8279	03/14/2024	
SubTotal APV Number 7074							2492.28			
**APV Number 7075										
03/06/2024	7075	DLZ INDIANA, LLC		4445020323.000	RDC - GRANTS MATCH	TOD TRAIL 01/13/24-02/09/24	133.71	8281	03/14/2024	
SubTotal APV Number 7075							133.71			
SubTotal Appropriation 4445020323.000							10331.60			
**Appropriation 4445020327.000 RDC - DOWNTOWN HOUSING/PARKING										
**APV Number 7042										
02/08/2024	7042	VALPARAISO CITY UTILITIES		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	16 INDIANA 12/18/23-01/16/24	53.49	8263	02/08/2024	
02/08/2024	7042	VALPARAISO CITY UTILITIES		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	16 INDIANA FIRE PROTECTION	793.30	8263	02/08/2024	
SubTotal APV Number 7042							846.79			

Accounts Payable Register

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
**APV Number 7043										
02/08/2024	7043	N I P S C O		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	301 LINCOLNWAY 01/02/24-01/31/24	359.76	8262	02/08/2024	
02/08/2024	7043	N I P S C O		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	16 INDIANA 01/02/24-01/31/24	135.00	8262	02/08/2024	
SubTotal APV Number 7043							494.76			
**APV Number 7069										
03/06/2024	7069	ALT & WITZIG ENGINEERING, INC.		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	PARKING STRUCTURE	5827.92	8285	03/14/2024	
SubTotal APV Number 7069							5827.92			
**APV Number 7070										
03/06/2024	7070	VALPARAISO CITY UTILITIES		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	16-18 INDIANA 1/16/24-2/19/24	53.49	8291	03/14/2024	
SubTotal APV Number 7070							53.49			
**APV Number 7071										
03/06/2024	7071	N I P S C O		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	301 LINCOLNWAY 1/31/24-2/29/24	231.05	8287	03/14/2024	
SubTotal APV Number 7071							231.05			
**APV Number 7072										
03/06/2024	7072	RQAW CORPORATION		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	PARKING GARAGE	6819.00	8290	03/14/2024	
SubTotal APV Number 7072							6819.00			
**APV Number 7073										
03/06/2024	7073	301 LINCOLNWAY LLC		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	MONTHLY PARKING LOT RENT	3230.00	8295	03/14/2024	
03/06/2024	7073	301 LINCOLNWAY LLC		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	MONTHLY PARKING LOT RENT	3230.00	8295	03/14/2024	
SubTotal APV Number 7073							6460.00			
**APV Number 7079										
03/06/2024	7079	PORTER COUNTY TREASURER		4445020327.000	RDC - DOWNTOWN	PORTER COUNTY PARKING	15000.00	8294	03/14/2024	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
					HOUSING/PARKING	GARAGE			
SubTotal APV Number 7079							15000.00		
SubTotal Appropriation 4445020327.000							35733.01		
SubTotal Fund Number 4445							1343894.52		
**Fund Number 4651 RDC GENERAL									
**Appropriation 4651020320.000 RDC GENERAL - GREEN INITIATIVES/PUBLIC ART									
**APV Number 7054									
03/06/2024	7054	BURKE, COSTANZA & CARBERRY, LLP		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	652 LINCOLNWAY THRU 01/31/24	95.00	8282 03/14/2024	
03/06/2024	7054	BURKE, COSTANZA & CARBERRY, LLP		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	CODE VIOLATIONS THRU 01/31/24	517.00	8282 03/14/2024	
03/06/2024	7054	BURKE, COSTANZA & CARBERRY, LLP		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	1425 GLENDALE BLVD THRU 01/31/24	17.00	8282 03/14/2024	
03/06/2024	7054	BURKE, COSTANZA & CARBERRY, LLP		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	ADMINISTRATION THRU 01/31/24	357.00	8282 03/14/2024	
SubTotal APV Number 7054							986.00		
**APV Number 7055									
03/06/2024	7055	BURKE, COSTANZA & CARBERRY, LLP		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	CODE VIOLATIONS	484.00	8282 03/14/2024	
03/06/2024	7055	BURKE, COSTANZA & CARBERRY, LLP		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	C. LEE V TEZAK	157.50	8282 03/14/2024	
03/06/2024	7055	BURKE, COSTANZA & CARBERRY, LLP		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	ADMINISTRATIVE	510.00	8282 03/14/2024	
03/06/2024	7055	BURKE, COSTANZA & CARBERRY, LLP		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	2402 CALUMET	1201.56	8282 03/14/2024	
SubTotal APV Number 7055							2353.06		
**APV Number 7056									
03/06/2024	7056	ALEXANDRA KOZLOWSKI		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	ARTIST AGRMT STIPEND RDC PUBLIC ART	250.00	8266 03/14/2024	
SubTotal APV Number 7056							250.00		

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
**APV Number 7057										
03/08/2024	7057	JOSEPH VILLANI		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	ARTIST AGRMT STIPEND RDC PUBLIC ART	250.00	8267	03/14/2024	
SubTotal APV Number 7057							250.00			
**APV Number 7058										
03/08/2024	7058	LAURA Z. KRENTZ		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	ARTIST AGRMT RDC PUBLIC ART	250.00	8268	03/14/2024	
SubTotal APV Number 7058							250.00			
**APV Number 7059										
03/08/2024	7059	CHRISTIAN FILLIPPO		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	ARTIST AGRMT STIPEND RDC PUBLIC ART	250.00	8269	03/14/2024	
SubTotal APV Number 7059							250.00			
**APV Number 7060										
03/08/2024	7060	AALIYAH STEELE		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	ARTIST AGRMT STIPEND RDC PUBLIC ART	250.00	8270	03/14/2024	
SubTotal APV Number 7060							250.00			
**APV Number 7061										
03/08/2024	7061	JENNIFER EVAN		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	ARTIST AGRMT RDC PUBLIC ART	250.00	8271	03/14/2024	
SubTotal APV Number 7061							250.00			
**APV Number 7062										
03/08/2024	7062	BELLA FLORES		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	ARTIST SVCS AGRMT RDC PUBLIC ART	250.00	8272	03/14/2024	
SubTotal APV Number 7062							250.00			
**APV Number 7063										
03/08/2024	7063	ROSE CRUZ GONZALEZ		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	ARTIST AGRMT RDC PUBLIC ART	250.00	8274	03/14/2024	
SubTotal APV Number 7063							250.00			
**APV Number 7064										

Accounts Payable Register

Date: 03/07/2024 12:08:49 PM

APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK # DATE	MEMORANDUM
03/06/2024	7064	WOLFEJOHNSON INC		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	ARTIST AGREMT RDC PUBLIC ART	250.00	8275 03/14/2024	
SubTotal APV Number 7064							250.00		
**APV Number 7065									
03/06/2024	7065	NATHAN BIANCARDI		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	ARTIST AGRMT RDC PUBLIC ART	250.00	8276 03/14/2024	
SubTotal APV Number 7065							250.00		
**APV Number 7076									
03/06/2024	7076	DOROTHY GRADEN		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	ARTIST AGRMT RDC PUBLIC ART	250.00	8273 03/14/2024	
SubTotal APV Number 7076							250.00		
**APV Number 7077									
03/06/2024	7077	KATRINA SHOEMAKER		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	ARTIST AGRMT RDC PUBLIC ART	250.00	8277 03/14/2024	
SubTotal APV Number 7077							250.00		
**APV Number 7078									
03/06/2024	7078	MADELINE RICHARDSON		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	ARTIST AGRMT RDC PUBLIC ART	250.00	8278 03/14/2024	
SubTotal APV Number 7078							250.00		
SubTotal Appropriation 4651020320.000							6589.06		
SubTotal Fund Number 4651							6589.06		
**Fund Number 4653 RDC GRANTS									
**Appropriation 4653020009.000 RDC GRANT - LINCOLNWAY/CAMPBELL ROUNDY									
**APV Number 7074									
03/06/2024	7074	AMERICAN STRUCTUREPOINT, INC.		4653020009.000	RDC GRANT - LINCOLNWAY/CAMPBELL ROUNDY	LINCOLNWAY CAMPBELL PROF SVCS 12/1/23-1/1/24	9969.11	8279 03/14/2024	
SubTotal APV Number 7074							9969.11		

Accounts Payable Register

Date: 03/07/2024 12:08:49 PM
APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
SubTotal Appropriation 4653020009.000							9969.11			
**Appropriation 4653020010.000 RDC GRANT - TOD TRAIL TO DOWNTOWN										
**APV Number 7075										
03/06/2024	7075	DLZ INDIANA, LLC		4653020010.000	RDC GRANT - TOD TRAIL TO DOWNTOWN	TOD TRAIL 01/13/24-02/09/24	534.86	8281	03/14/2024	
SubTotal APV Number 7075							534.86			
SubTotal Appropriation 4653020010.000							534.86			
SubTotal Fund Number 4653							10503.97			
*** GRAND TOTAL ***							1360987.55			

		Consolidated Valparaiso Allocation	General Fund	Bonds	Grants	Debt Reserve [RESTRICTED]	Total Monies Investments	RDC Funds YTD Inclusive of Trust IN As of: 1/1/2024
FUND #		4445	4651	4652	4653	4654	4650	
Balances as of 2/1/2024		\$5,578,252.60	\$6,183,873.96	\$0.00	-\$81,470.77	\$1,124,168.84	-\$6,500,000.00	\$12,513,252.35
	Revenues:							
4445	Taxes (TIF Revenue)	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Investment Proceeds	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Interest Income	\$14,380.26	\$0.00	\$0.00	\$0.00			\$30,551.59
4445	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Refunds/Reimbursements	\$11,193.75	\$0.00	\$0.00	\$0.00			\$389,015.17
4445	Transfer In	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Interest Income	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Contributions/Donations	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Transfer	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Tax Abatement	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Pilot Fees	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Vnet Fiber Lease Payments	\$0.00	\$4,350.50	\$0.00	\$0.00			\$23,109.00
4651	Refunds/Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4652	Pratt Bond	\$0.00	\$0.00	\$97,975.83	\$0.00			\$195,792.49
4653	Grants (all reimbursed projects)	\$0.00	\$0.00	\$0.00	\$33,849.93			\$33,849.93
TOTAL CASH REVENUE		\$25,574.01	\$4,350.50	\$97,975.83	\$33,849.93	\$0.00	\$0.00	\$672,318.18
	Expenditures:							
4445	Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Unappropriated	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Operations	\$3,589.33	\$0.00	\$0.00	\$0.00			\$10,769.45
4445	City Staff Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Bond Obligations	\$0.00	\$0.00	\$0.00	\$0.00			\$702,225.46
4445	School Challenge Grants	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Utility Improvements	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Valponet	\$616.30	\$0.00	\$0.00	\$0.00			\$2,763.25
4445	Building Improvements/Facades	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Public Safety Equipment	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Industrial Infrastructure	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Environmental Protection	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Bus Service	\$12,000.60	\$0.00	\$0.00	\$0.00			\$12,000.60
4445	Grants Match	\$1,911.45	\$0.00	\$0.00	\$0.00			\$3,230.66
4445	Parks Projects	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Vale View	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Downtown Housing/Parking	\$26,510.28	\$0.00	\$0.00	\$0.00			\$53,681.56
4651	Unappropriated	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Initiatives	\$0.00	\$0.00	\$0.00	\$0.00			\$103.50
4651	Green Initiatives	\$0.00	\$850.00	\$0.00	\$0.00			\$11,691.11
4652	Pratt Bond Payment	\$0.00	\$0.00	\$0.00	\$0.00			\$586,900.00
4653	Grants (all projects)	\$0.00	\$0.00	\$0.00	\$7,645.79			\$12,922.63
TOTAL EXPENDITURES		\$44,627.96	\$850.00	\$0.00	\$7,645.79	\$0.00	\$0.00	\$1,396,288.22

CITY OF VALPARAISO

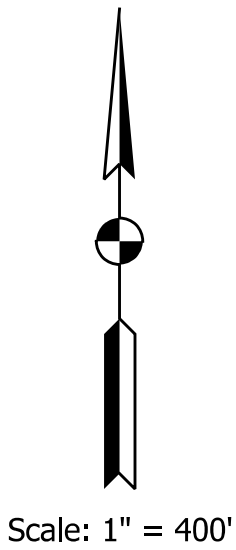
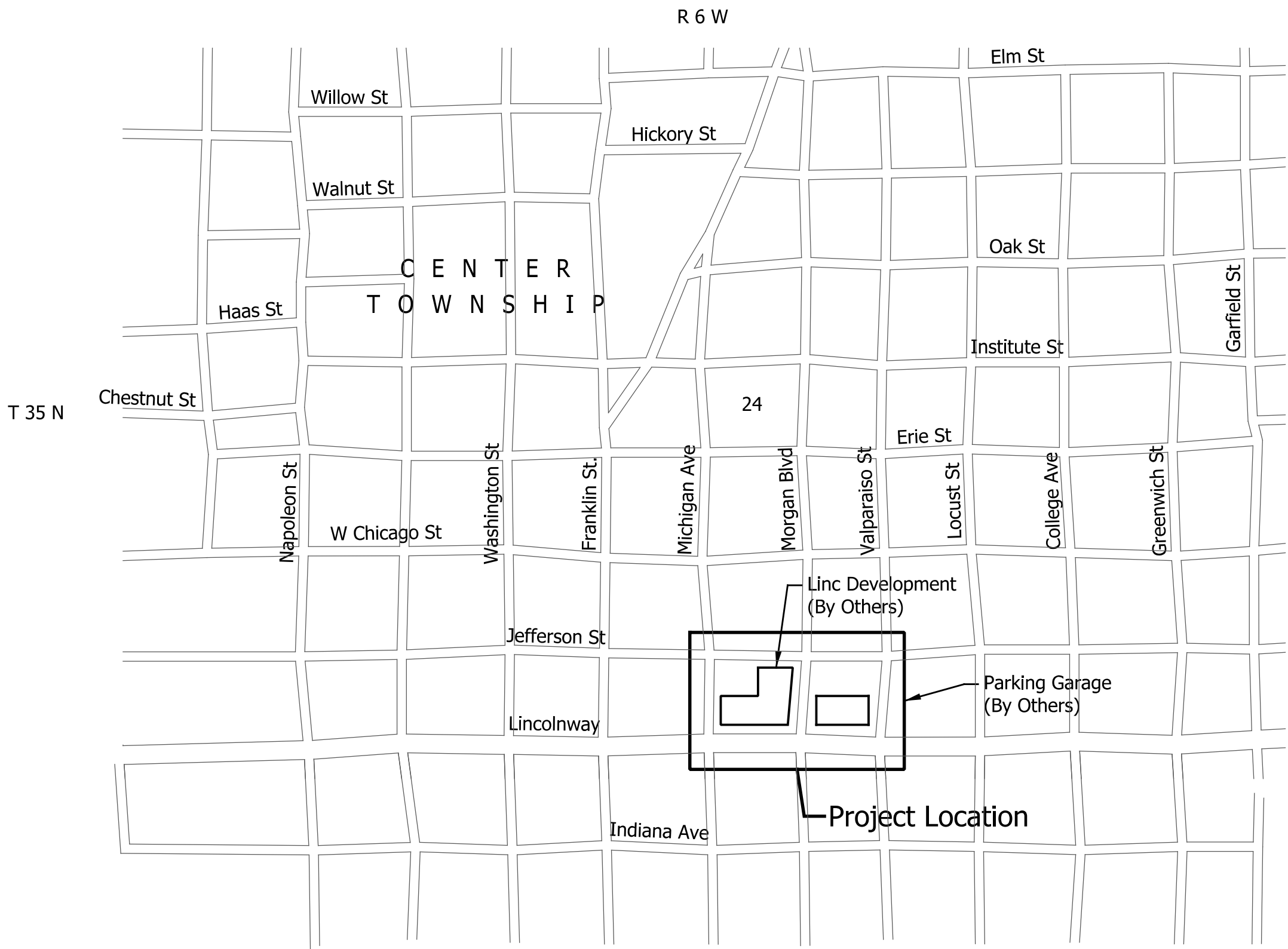
BOARD OF PUBLIC WORKS & SAFETY &
THE REDEVELOPMENT COMMISSION

3

DOWNTOWN STREETScape IMPROVEMENTS - 2024

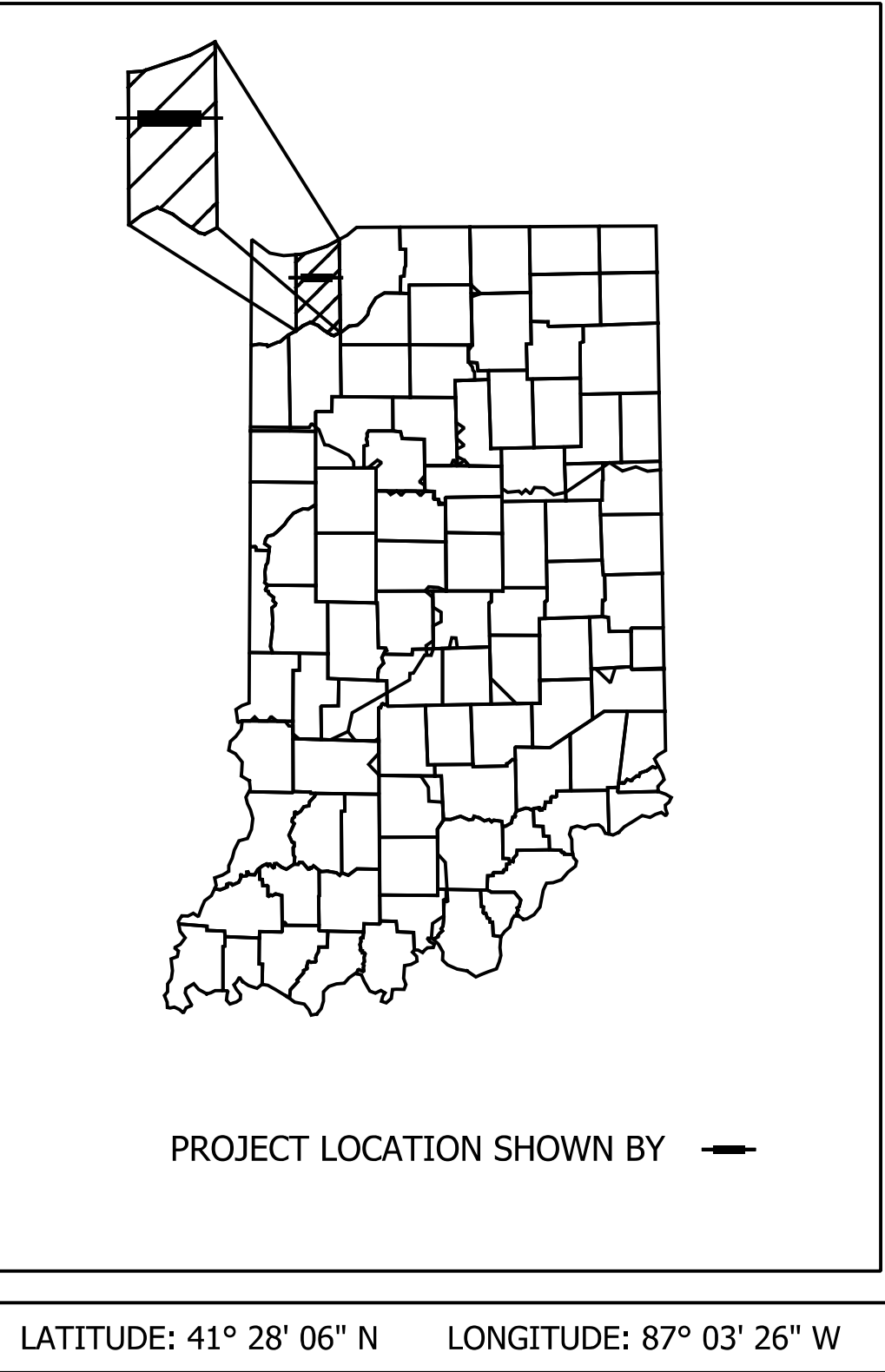
LINCOLNWAY, MICHIGAN AVENUE,
MORGAN BOULEVARD, &
JEFFERSON STREET

Project Description: The Project is Located Along Lincolnway, Michigan Avenue, Morgan Boulevard, and Jefferson Street Adjacent to Proposed Linc Development and Parking Garage Projects (By Others).



TRAFFIC DATA (LINCOLNWAY)	
A.A.D.T. (2024)	7,600 V.P.D.
A.A.D.T. (2044)	9,300 V.P.D.
D.H.V (2024 / 2044)	610 / 750 V.P.H.
DIRECTIONAL DISTRIBUTION	50/50 %
TRUCKS	7 % A.A.D.T.
	5 % D.H.V.
DESIGN DATA	
DESIGN SPEED	25 M.P.H.
PROJECT DESIGN CRITERIA	3R (Non-Freeway)
FUNCTIONAL CLASSIFICATION	Minor Arterial
RURAL/URBAN	Urban
TERRAIN	Rolling
ACCESS CONTROL	None

TRAFFIC DATA (MORGAN BLVD.)	
A.A.D.T. (2023)	7,300 V.P.D.
A.A.D.T. (2043)	8,900 V.P.D.
D.H.V (2023 / 2043)	660 / 810 V.P.H.
DIRECTIONAL DISTRIBUTION	58/42 %
TRUCKS	7 % A.A.D.T.
	4 % D.H.V.



PORTER COUNTY

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2024
TO BE USED WITH THESE PLANS.



AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, IN 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com



context
DESIGN

5825 Lawton Loop E. Dr. | Indianapolis, IN 46216
317-485-6900 | www.context-design.com



PLANS
PREPARED BY: American Structurepoint, Inc. (317) 547-5580
PHONE NUMBER

CERTIFIED BY: *Regina G. Sessions* 02/22/2024
DATE

APPROVED
FOR LETTING: INDIANA DEPARTMENT OF TRANSPORTATION
DATE

	BRIDGE FILE	
	N/A	
	DESIGNATION	
	N/A	
	SHEETS	
	1	70
SURVEY BOOK	PROJECT	
	2022.02477	

SECTION 00020
INVITATION TO BID

City of Valparaiso

DOWNTOWN STREETSCAPE IMPROVEMENTS – 2024

Sealed bids for the construction of the DOWNTOWN STREETSCAPE IMPROVEMENTS - 2024 PROJECT will be received at the office of the City Clerk Treasurer, City of Valparaiso, 166 Lincolnway, Valparaiso, IN 46383, until 3:30 PM, local prevailing time, on **March 14, 2024**. The bids will be opened and read aloud at a regularly scheduled Redevelopment Commission Meeting beginning at 4:10 PM or immediately following the Redevelopment Commission executive session that same day.

The project consists of roadway improvements along Lincolnway, Michigan Avenue, Morgan Boulevard, and Jefferson Street located within the City of Valparaiso. Other construction activities include: sidewalk improvements, landscaping and trees, concrete curb and gutter, storm sewers, sanitary sewer, sanitary service lines, pavement markings, traffic signal modifications, and roadway lighting. The Contractor will also be responsible for the maintenance of traffic and erosion control.

The Project Documents are available at no cost and may be requested electronically from Regina Sessions via email at rsessions@structurepoint.com or by calling Regina Sessions at (219) 923-9240 or Maxwell Rehlander at the City of Valparaiso Engineering Department at (219) 462-1161. **No project documents will be sent out (3) days prior to the date of the bid opening.** A pre-bid meeting will be held on March 4th, at 2:30 PM at 166 Lincolnway, Valparaiso, IN 46383. Bidders are strongly encouraged to attend.

Proposals shall be properly and completely executed on the Bid Form and must be accompanied by an executed Indiana State Board of Accounts Form 96, confirmation that copies of Addenda were received (if issued), and satisfactory bid security. A certified or cashier's check payable to the City of Valparaiso or a bid bond in an amount equal to five (5) percent of the bid amount must accompany each bid. All checks of unsuccessful bidders shall be returned to them by the City upon selection of successful bidder. The successful Bidder will be required to provide a Performance and Payment Bond each in the amount of one hundred (100) percent of the Contract amount.

Bidders must be experienced in the construction of the type of facilities to be built under the Contract(s) for which a bid is submitted.

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City of Valparaiso is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

Pursuant to Indiana Code 5-22-16.5, the City of Valparaiso may not contract with a person who is engaged in investment activities in Iran.

Pursuant to Ordinance 6-2016, the City has adopted certain responsible bidding practices. The Contractor shall provide all required material with its Bid documents and comply with all other provisions.

In determining the lowest responsive and responsible bidder, the City of Valparaiso will consider the Total Base Bid and any combination of selected alternate bids for the Contract. The City of Valparaiso may also consider all other relevant facts mentioned in the Project Documents or which the City of Valparaiso may legally consider.

The City of Valparaiso reserves the right to reject any and all bids or to waive any informalities in the bidding, should the Commission deem it to be in the public interest to do so.

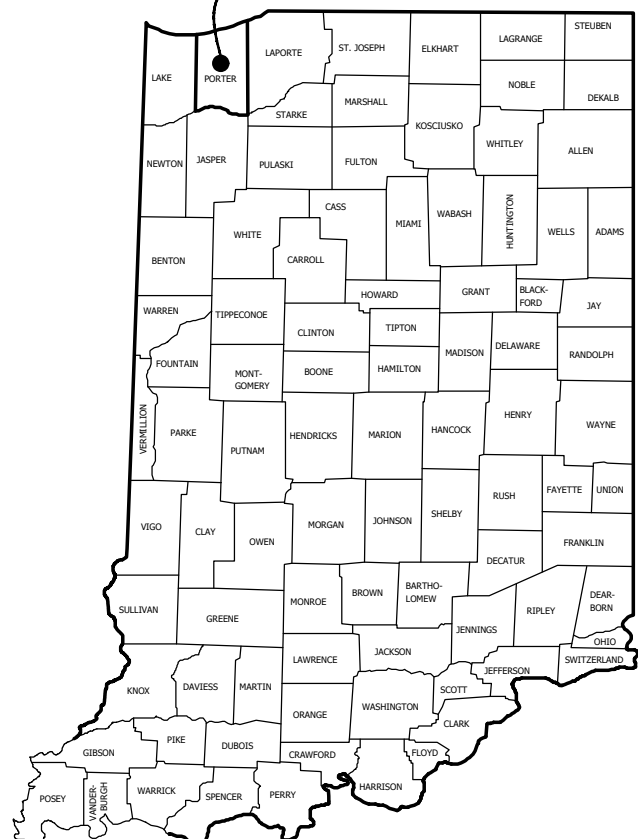
Authorized and published by the authority of the City of Valparaiso, Indiana acting by and through its Board of Public Works and Safety.

CITY OF VALPARAISO
Maxwell Rehlander
Engineering Director

2024 SIDEWALK PROGRAM PACKAGE 1

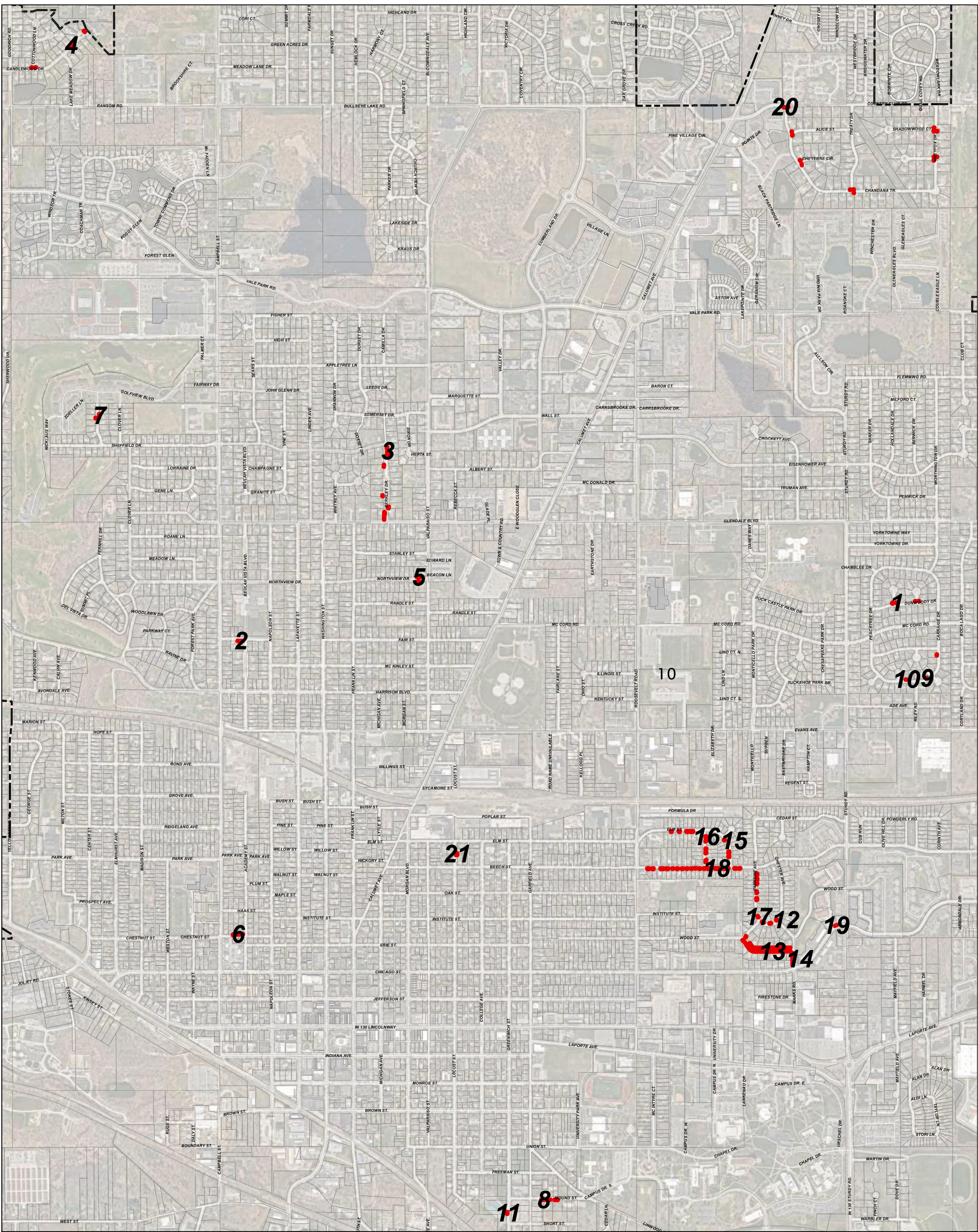
4

VALPARAISO



CITY OF VALPARAISO BOARD OF WORKS

JON COSTAS, MAYOR
HOLLY HOWE, MEMBER
BILL OEDING, MEMBER
HOLLY TAYLOR, CLERK TREASURER



SHEET INDEX

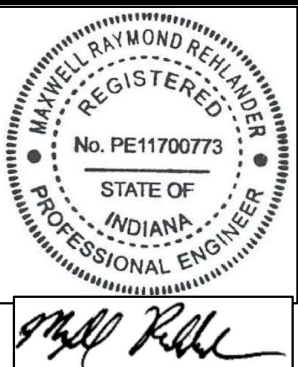
SHEET No.	DESCRIPTION
1	TITLE SHEET
2	LOCATION DETAILS
3	LOCATION DETAILS
4	CONSTRUCTION DETAILS

MAP LEGEND

#	Location
1	Dunwoody Drive
2	Roseland Terrace
3	Berkley Drive
4	Candlewood Drive
5	Northview Drive
6	Chestnut Street
7	Fernhill Drive
8	Mound Street
9	Carriage Drive
10	Peachtree Drive
11	Greenwich Street
12	Northwood Court
13	Wood Street
14	Marks Road
15	Elm Street
16	Orchard Avenue
17	Parkside Avenue
18	Beech Street
19	Chicago Avenue
20	Chandana Trail
21	Locust Avenue



RECOMMENDED FOR APPROVAL _____		02/09/24
		DATE
DESIGNED: BPL	DRAWN: BPL	
CHECKED: MRR	CHECKED: MRR	

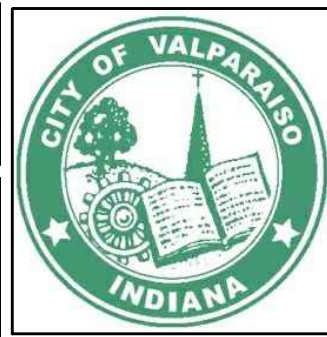


CITY OF VALPARAISO
ENGINEERING DEPARTMENT

2024 SIDEWALK PROGRAM
PACKAGE 1

REVISION NUMBER & DATE
Addn #1: Revised Board member names Date: 3/1/2024

PACKAGE 1



SHEET
1 OF 4

PROJECT	DESIGNATION
1902686	1902686
CONTRACT	BRIDGE FILE
R-44059	N/A

INDIANA DEPARTMENT
OF TRANSPORTATION

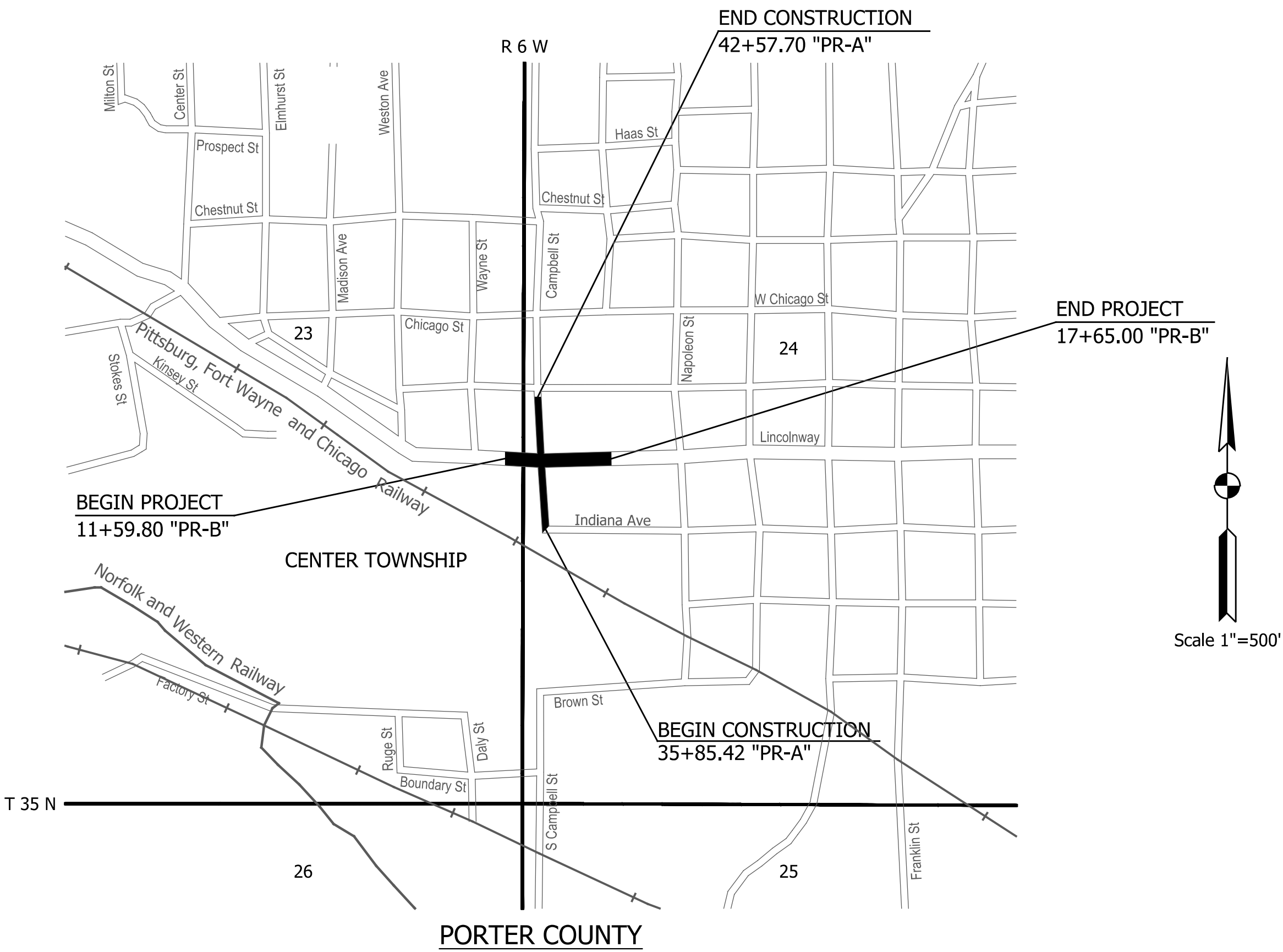


ROAD PLANS

LINCOLNWAY & CAMPBELL STREET ROUNDABOUT

PROJECT NO.1902686 P.E.
1902686 R/W
1902686 CONST.

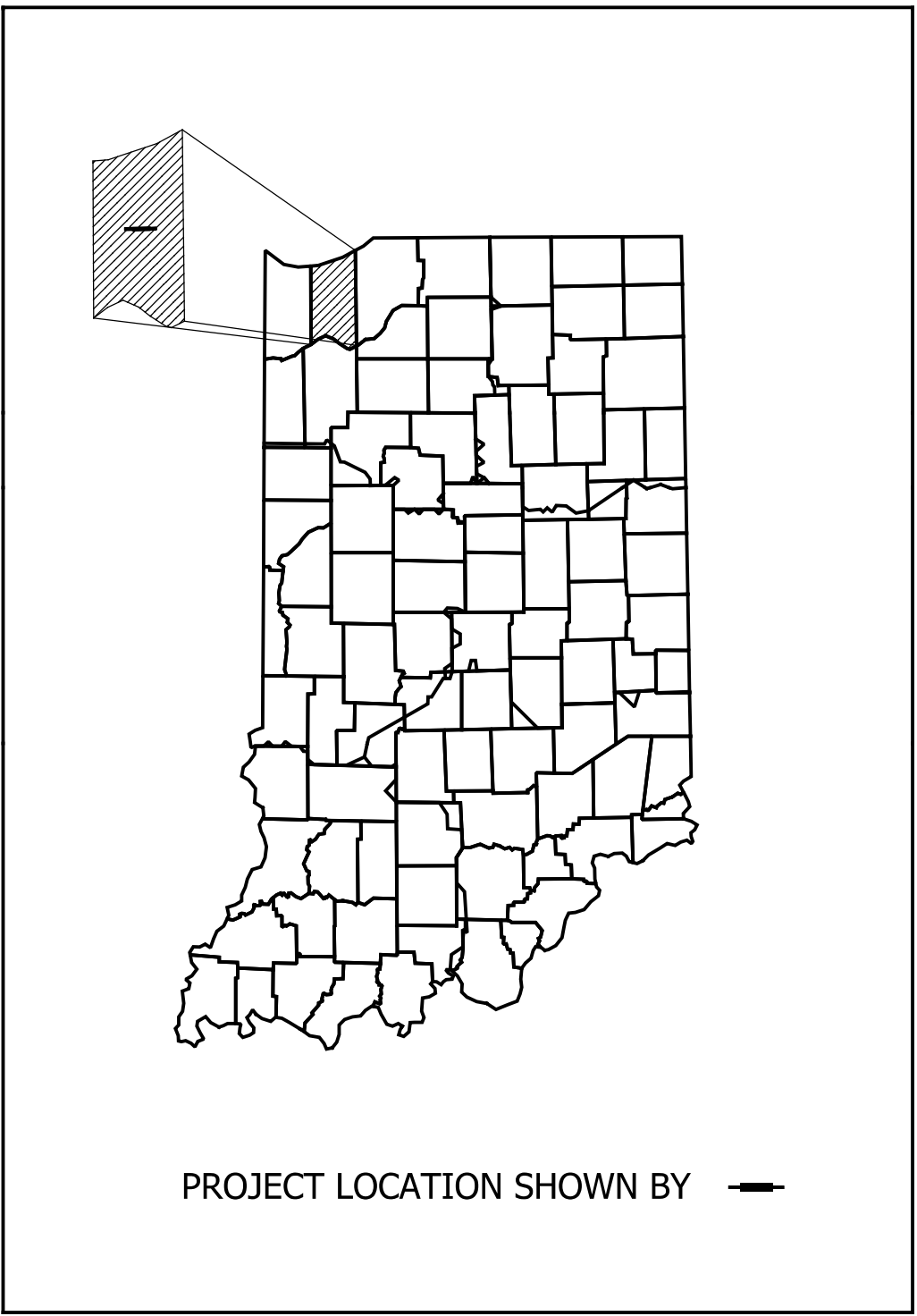
Project Description:
Intersection Improvement (Roundabout) at Campbell St and Lincolnway,
Located Approximately 0.3 Miles West of Washington St in Sections 23 and
24, T 35 N, R 6 W, Center Township, Porter County, Indiana.



TRAFFIC DATA LINCOLNWAY		
A.A.D.T.	(2025)	16,875 V.P.D.
A.A.D.T.	(2045)	18,325 V.P.D.
D.H.V	(2045)	1,466 V.P.H.
DIRECTIONAL DISTRIBUTION		50 %
TRUCKS	5	% A.A.D.T.
	1	% D.H.V.

TRAFFIC DATA CAMPBELL ST		
A.A.D.T.	(2025)	10,700 V.P.D.
A.A.D.T.	(2045)	11,325 V.P.D.
D.H.V	(2045)	905 V.P.H.
DIRECTIONAL DISTRIBUTION		51 %
TRUCKS	5	% A.A.D.T.
	1	% D.H.V.

DESIGN DATA		
DESIGN SPEED	30	M.P.H.
PROJECT DESIGN CRITERIA	4R (NON-FREEWAY)	
FUNCTIONAL CLASSIFICATION	MINOR ARTERIAL	
RURAL/URBAN	URBAN	
TERRAIN	LEVEL	
ACCESS CONTROL	NONE	



LATITUDE: 41° 28' 04" N LONGITUDE: 87° 03' 57" W

Gross Length: 0.25 MI.

Net Length: 0.25 MI.

Maximum Grade: 5.91 %

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2022
TO BE USED WITH THESE PLANS.



9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, IN 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

PRELIMINARY; NOT
FOR CONSTRUCTION

PLANS PREPARED BY:	American Structurepoint, Inc.	(317) 547-5580 PHONE NUMBER
CERTIFIED BY:		DATE
APPROVED FOR LETTING:	INDIANA DEPARTMENT OF TRANSPORTATION	DATE

BRIDGE FILE		
N/A		
DESIGNATION		
1902686		
SURVEY BOOK		SHEETS
N/A	1	of 45
CONTRACT	PROJECT	
R-44059	1902686	

2024 Neighborhood Improvement Grant Funding Summary

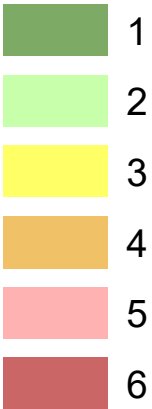
Neighborhood	Funded Project Summary	Grant Request	Match	Total Budget	Grant Award
Audubon Estates	Neighborhood Illumination	\$4,800	\$5,000	\$9,800	\$4,800
Banta	Banta Centennial Space, Sign Toppers	\$12,750	\$0	\$12,750	\$6,000
Beauty Creek Estates	Entry Landscaping Redesign	\$8,000	\$5,000	\$13,000	\$6,500
Beauty Creek Villas	Common Area Landscaping, Benches, Little Library	\$11,323	\$11,785	\$23,108	\$4,500
Bicentennial Square	Playground Equipment at Bicentennial Park	\$15,000	\$0	\$15,000	\$15,000
Brigata Hills	Common Area Landscaping	\$8,673	\$9,027	\$17,700	\$3,100
Central	Historical Sign Markers	\$15,000	\$0	\$15,000	\$5,000
Cottages of Valparaiso*	Common Area Tree Planting	\$1,302	\$1,355	\$2,657	\$1,302
Courtyards of Pepper Creek	Entry Signage + Landscaping	\$14,427	\$0	\$14,427	\$12,000
Greenfield Creek	Entry Landscaping Redesign	\$15,000	\$18,500	\$33,500	\$6,500
Harrison West	Neighborhood Connector Path	\$15,000	\$0	\$15,000	\$10,000
Jessee-Pifer	Rain Garden Planting, Sign Toppers	\$9,995	\$0	\$9,995	\$4,500
Keystone Commons	Median Landscaping, Tree Planting	\$6,500	\$0	\$6,500	\$3,500
Lakepointe Gardens	Common Area Landscaping, Trees	\$11,498	\$11,968	\$23,446	\$3,500
Manchester Meadows*	(Mailbox Replacement)	\$15,000	\$66,128	\$81,128	\$0
Meridian Woods*	Pergola Installation	\$8,810	\$9,170	\$17,980	\$7,500
Oak Grove	Entry Landscaping Redesign	\$4,210	\$0	\$4,210	\$4,210
Pepper Creek Estates*	Neighborhood Illumination	\$13,320	\$13,862	\$27,182	\$12,750
Sierra	Pond Fountain Installation	\$9,314	\$12,369	\$21,683	\$9,000
Timberbridge	Entry Signage + Landscaping	\$15,000	\$3,600	\$18,600	\$13,500
Villas at Vale Park	Neighborhood Pathway Illumination	\$15,000	\$11,000	\$26,000	\$12,800
Woodlands of Glendale*	Entry Signage + Landscaping	\$4,500	\$0	\$4,500	\$4,000
	TOTAL:	\$234,422	\$178,764	\$413,166	\$149,962
	BUDGET:	\$150,000			

**indicates first time applicant*

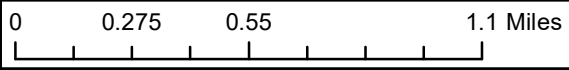
Please note staff is actively working to notify neighborhood groups of grant awards at this time. Summary as of 3/8/24.

For questions, contact Maggie Clifton, Community Engagement Director, at mclifton@valpo.us or 219-462-1161 x3356.

NEIGHBORHOOD GRANTS (2018-2023)

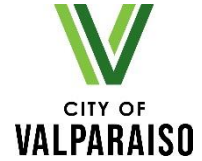


NEIGHBORHOODS	GRANT
AUDUBON ESTATES ADD.	5
BANTA	6
BEAUTY CREEK ESTATES AT WINDSOR PARK NORTH	3
BEAUTY CREEK VILLA HOMES	3
BERKLEY PARK	1
BICENTENNIAL SQUARE	3
BRIDGEWATER ESTATES	3
BRIGATA HILLS	2
CAMPBELL MEADOWS SUB.	1
CENTRAL	6
CHANDANA POINT	1
COLLEGE HILL	5
CONCORD WOODS	1
COURTYARDS OF PEPPER CREEK	2
EARTHSTONE	1
ESSEX PARK	3
FOREST PARK ADD	2
GREENFIELD CREEK PHASE 1	2
HARRISON WEST 1ST AMENDMENT	1
HATCH LAKE	2
HAWTHORNE	4
HAWTHORNE EAST	1
JEFFERSON PARK NORTH TOWNHOMES	1
JESSEE PIFER	6
KEYSTONE COMMONS	5
KINGSRIDGE SUB.	1
LAKEPOINTE GARDENS	3
MISTWOOD	3
OAKGROVE	2
OAKWOOD ESTATES SUB.	1
PARKWOOD ESTATES	1
PEPPER COVE	1
PINE CREEK ESTATES	1
SHAMROCK SUB.	3
SIERRA SUB.	4
SUNNYBANK	1
TIMBERBRIDGE	1
VILLAS AT VALE PARK	3
WINDSOR PARK	2



VALPO CEO
SEPT 2023

To: Valparaiso Redevelopment Commission
From: Maggie Clifton, Community Engagement Director
Subject: Utility Box Art Wrap Expansion
Date: March 14, 2024



Summary and Recommendation

The Art Advisory Committee has been working to expand the City's Utility Box Art program. The utility box art program was created by the City's Redevelopment Commission in 2016 to promote public art and local artists. The program has supported 12 locations to date, primarily in the downtown area, and this year we will expand to cover boxes throughout the entire community.

The Art Committee issued an RFP at the end of 2023 to seek designs from local artists to expand the utility box art program throughout the Valparaiso community. Upon review, 17 local artists were selected to have their artwork featured through this program. Additionally, community partners including the PoCo Museum, Valparaiso Events, Valpo Parks and Valpo Schools have been engaged.

See the breakdown below highlighting artists alongside box locations.

Aaliyah Steele	Lincolnway - Froberg	Madeline Richardson	Valparaiso Walk - Silhavy
Alex Kozlowski	Cumberland Crossing - Calumet	Nathan Biancardi	Harrison - Campbell
Bella Flores	LaPorte - Harmel Dr	Rosa Cruz	Evans - Roosevelt
Casey King	Evans - Sturdy	Sheila Diaz	Marketplace - Silhavy
Christian Fillippo	Glendale - Calumet	Steve Johnson	Evans - Silhavy
Dorothy Graden	Lincolnway - Roosevelt	PoCo Museum	Burlington Beach - Calumet
Ethan Scates	Washington - Monroe	Valpo Events	Jefferson - Morgan
Jennifer Evan	Glendale - Valparaiso St	Valpo Parks	Vale Park Rd - Campbell
Joe Villani	Lincolnway - Joliet	Valpo Parks	Evans - Calumet
Katrina Shoemaker	Lincolnway - University	Valpo Schools	Park Ave - Campbell
Laura Krentz	Lincolnway - Campbell	Valpo Schools	Glendale - Roosevelt
Lori Lockhart	Ransom Rd - Campbell		LaPorte - Legend Dr

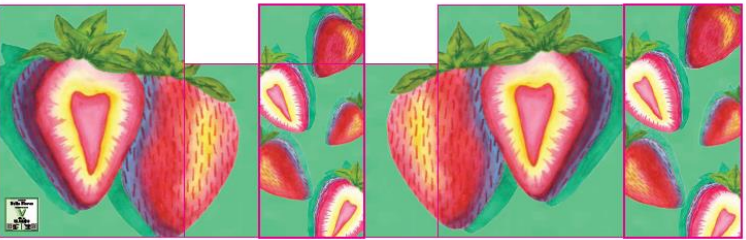
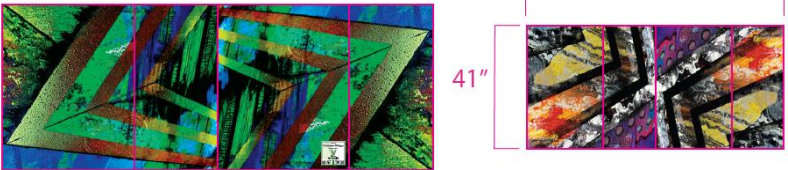
Policy Analysis

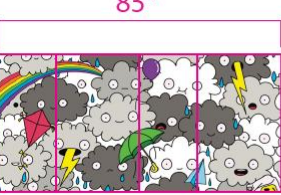
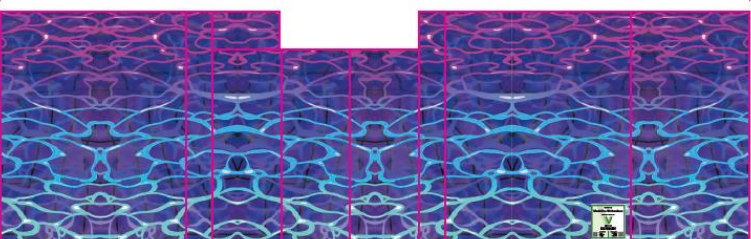
The Committee has specific guidelines in place for this program and all designs must be approved. Additional design information is attached to this memo. Most designs have been approved through our vendor, Digital Graphic Solutions, and we are simply waiting for the season to change to have them installed. Additionally, the Board of Works has approved the installation at these locations.

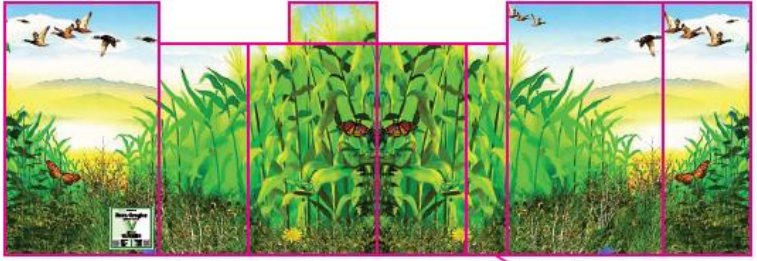
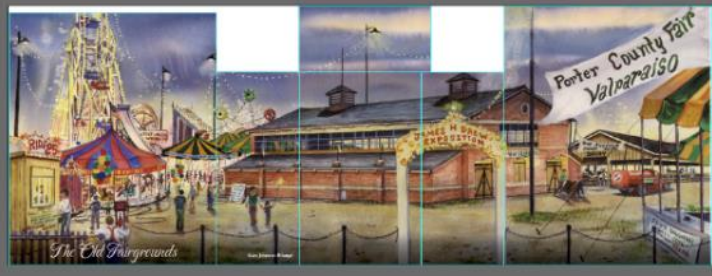
Financial Analysis

The project costs will be covered by the Commission through its public art budget. Project costs include a stipend to the artist and the installation of the wrap. This is the primary public art initiative of 2024.

24 Utility Box Wraps/Installation	\$21,600
Template Creation	\$1,000
20 Artist Stipends	\$5,000
TOTAL:	\$27,600

Aaliyah Steele	Lincolnway - Froberg	
Alex Kozlowski	Cumberland Crossing - Calumet	
Bella Flores	LaPorte - Harmel Dr	
Casey King	Evans - Sturdy	
Christian Fillippo	Glendale - Calumet	 41"
Dorothy Graden	Lincolnway - Roosevelt	
Ethan Scates	Washington - Monroe	In Progress
Jennifer Evan	Glendale - Valparaiso St	

Joe Villani	Lincolnway - Joliet	
Katrina Shoemaker	Lincolnway - University	
Laura Krentz	Lincolnway - Campbell	
Lori Lockhart	Ransom Rd - Campbell	85"  
Madeline Richardson	Valparaiso Walk - Silhavy	
Nathan Biancardi	Harrison - Campbell	

Rosa Cruz	Evans - Roosevelt	
Sheila Diaz	Marketplace - Silhavy	
Steve Johnson	Evans - Silhavy	
PoCo Museum	Burlington Beach - Calumet	
Valpo Events	Jefferson - Morgan	In Progress
Valpo Parks	Vale Park Rd - Campbell	In Progress
Valpo Parks	Evans - Calumet	
Valpo Schools	Park Ave - Campbell	Student Artwork TBD
Valpo Schools TBD	Glendale - Roosevelt Laporte - Legend Dr	Student Artwork TBD



317.916.8000 • www.augustmack.com
1302 North Meridian Street, Suite 300 • Indianapolis, Indiana 46202

February 23, 2024

George Douglas
Economic Development Director
City of Valparaiso
166 Lincolnway
Valparaiso, Indiana 46383

**Re: Letter of Engagement for Environmental Consulting
Phase I ESA, Site Visit, and Project Assistance
Former McGill Manufacturing/Emerson VRP Site
909 North Lafayette and 1002 North Campbell Streets
Valparaiso, Indiana
August Mack Proposal Number: JY0616.350**

Dear Mr. Douglas:

August Mack Environmental, Inc. (August Mack) is pleased to provide you with this Letter of Engagement for environmental consulting services associated with the above-referenced facility ("Site"). Based on recent conversations, it is our understanding that the City of Valparaiso, Indiana (City) is interested in purchasing a former Industrial property and potentially re-using that property for recreational purposes. The property is currently owned by Regal Rexnord Corporation and was formerly operated by Emerson Power Transmission. Emerson enrolled the Site into the Indiana Voluntary Remediation Program (VRP) in June 2012, and is currently finalizing the Remediation Work Plan for the facility.

This Letter of Engagement includes several tasks to assist the City with potentially purchasing the property. These initial tasks include the following:

- 1) Preparing a Phase I Environmental Site Assessment (Phase I ESA) in accordance with the ASTM E1527-21 standard. The anticipated timing to complete the Phase I ESA is approximately 15 to 20 business days, and the overall scope includes:
 - An inspection of subject property and visual reconnaissance of surrounding properties;
 - Interviews with past and present owners (or designated representatives) and occupants of the subject property;
 - Interviews with state and/or local government officials;

- A review of federal, state, and tribal environmental record sources through a database search of the subject property and surrounding properties to the minimum search distances specified in the ASTM Standard;
- Review of historical use information for the subject property and surrounding properties (aerial photographs, fire insurance maps, city directories, etc.); and,
- Preparation of a Phase I ESA report for the subject property.

The Phase I ESA will be managed and overseen by an Environmental Professional (EP) as required and defined by the ASTM E1527-21 standard. The EP will be responsible for rendering their opinion on whether the ESA findings are considered a Recognized Environmental Condition (REC), Historical REC, Controlled REC, significant data gap, or de minimis condition. Prior to initiating the Phase I ESA, August Mack will coordinate with you to ensure that we understand what parcels are to be covered by the Phase I ESA.

- 2) Conducting a Site visit with City of Valpo officials and representatives. The purpose of the Site visit is to understand the overall condition of the property and to identify potential re-use options or impediments to specific re-uses.
- 3) File review, project communications, and potential IDEM meeting (VRP and/or Brownfields) regarding the anticipated Site re-use.
- 4) Other requested activities requested by the City or their representatives.

August Mack proposes to establish an initial budget of \$12,500. The charge for the Phase I ESA is \$4,500 based on the level of file review required. All remaining activities will be billed on a T&M basis. We will keep you apprised of budget during the process. If additional funds are needed, we will provide an estimate for your approval before performing the requested activity. Billing for this work will occur on a monthly basis in accordance with our Standard Fee Schedule located in Attachment A, and you will only be billed for work performed.

If you are in agreement with the scope of work and the attached Terms and Conditions located in Attachment B, please sign a copy of this proposal and return it to August Mack as your authorization along with a completed Billing Contact Form located in Attachment C.

We appreciate the opportunity to provide you with this proposal. If you have any questions regarding this proposal or require additional information, please do not hesitate to contact us.

Sincerely,



Dave J. Zbieszkowski, L.P.G.
Principal Geologist/Project Director, Closure

Accepted By: 
Acknowledging the attached Terms and Conditions

Date: March 14, 2024

ATTACHMENT A
August Mack Fee Schedule



1302 North Meridian Street, Suite 300 • Indianapolis, IN 46202
augustmack.com

2024 Fee Schedule Closure & Technical Services

These rates are in effect beginning January 1, 2024.

Labor Classification	Rate Per Hour
Principal	\$340
Senior Manager	\$238
Senior Data/Engineering/Geology Manager	\$221
Field Operations Manager	\$210
Project Data Analyst/Engineer/Geologist	\$181
Project Manager	\$181
Staff Engineer	\$159
Health & Safety Manager	\$159
Field Supervisor	\$136
Staff Consultant	\$136
Data Analyst	\$131
Geologist/Scientist	\$131
Senior Technical Report Writer	\$125
Field Scientist	\$108
Technical Imaging Specialist	\$108
Technical Report Writer	\$97
Field Technician	\$91
Technical Imaging Technician	\$85
Administrative	\$85
Outside Professional/Service	Cost + 15%
Subcontractor	Cost + 15%
Materials & Supplies/Incidentals	Cost + 15%
Per Diem	\$47/Day
Mileage	Standard Mileage Rate
Supplemental Billing Units	See attached documents, if applicable.

Please refer to the 2024 Expert Witness Testimony Fee Schedule for any work associated with litigation support, depositions, or courtroom preparation/appearances.

EXPERTISE INNOVATION COMMITMENT NATIONWIDE

ATTACHMENT B

Terms and Conditions

AUGUST MACK ENVIRONMENTAL, INC. CLIENT TERMS AND CONDITIONS

DEFINITIONS. When used herein, the terms "we," "us," "August Mack," or "our" refer to August Mack Environmental, Inc., and the terms "you," "your," "he/she," "his/her," "it," and "its" refer to Client.

AGREEMENT. This agreement is governed by the following terms and conditions in the order of precedence: a) these Terms and Conditions; and b) August Mack's Proposal accepted by Client (the Proposal and these Terms and Conditions shall be collectively referred to as the "Agreement"). This Agreement constitutes the entire agreement between the parties and shall supersede all prior oral or written communications.

SCOPE OF WORK. Client has requested that August Mack perform the work ("Work") as specified in and for the charges set forth in our Proposal and as authorized by Client.

COMPENSATION. All charges for time and materials contracts will be in accordance with the fee schedule that is in effect at the time the services are performed. Invoices for services provided are due and payable upon receipt. Balances outstanding more than thirty (30) days after invoice date shall be deemed delinquent and shall be subject to a monthly finance charge of 1 1/4 percent, court costs, attorney's fees, and any other cost of collection incurred by August Mack.

RIGHT OF ENTRY AND RIGHT TO PROCEED. Client grants a right of entry from time to time to August Mack, its agents, staff, consultants, and contractors or subcontractors, to perform all acts, tests, studies, evaluations and research pursuant to the Work. To the extent that any of the Work requires access to property owned or controlled by a third party, Client represents that it has obtained all licenses, permits, and rights-of-way necessary to grant August Mack access to such property.

PERMITS. Client represents that it possesses all permits and licenses required to comply fully with all laws, ordinances, and regulations governing the performance of its activities at the site.

STANDARD OF CARE AND WARRANTY. Professional services provided by us will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering principles and practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED.

INSURANCE. August Mack maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain commercial general liability and auto liability insurance. A Certificate of Insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above.

PROFESSIONAL LIABILITY. Client acknowledges and agrees that our total aggregate liability to Client or any third party arising from negligent professional acts, errors, omissions, or breach of the above described standard of care and warranty, shall not exceed the amounts, limits, coverage, or conditions of our professional liability insurance or our total fee, whichever is less.

HAZARDOUS MATERIALS AND CONSTITUENTS. Prior to the start of any Work Client shall advise us of any hazardous materials or any condition existing in, on, or near the site presenting a potential danger to human health, the environment, or equipment. Client shall provide continuing information as it becomes available to the Client in the future. We do not assume control of or responsibility for the site or the person in charge of the site, or for communicating with any federal, state, or local public agencies regarding the Work or the site, or undertake responsibility for reporting to any federal, state, or local public agencies any conditions that may present a potential danger to public health, safety, or the environment, including but not limited to spills, releases, or leaks. Client shall bear the sole responsibility for communicating with any federal, state, or local public agencies regarding the Work or the site, and for notifying the appropriate federal, state, or local public agencies in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment, including but not limited to spills, releases, and leaks. Client shall indemnify and hold us harmless for the consequences of any communication or reporting or failure to report to any such public agency. Client shall have sole responsibility for compliance with any and all federal, state, or local laws, regulations, guidance, or other requirements relating to the handling, treatment, storage, or disposal of hazardous materials or constituents, and shall have sole responsibility for any and all changed conditions at, or hazardous materials or constituents introduced to the site by Client or any third party before, during, or after the completion of the Work. Client shall have sole responsibility for compliance with all applicable laws relating to the handling, removal, transportation, treatment, storage, or disposal of hazardous materials or constituents from, to or at the site. Client shall indemnify and hold harmless August Mack for any and all liability arising from such action, including but not limited to any allegation that August Mack is an owner, handler, generator, operator, treator, storer, arranger, transporter, or disposer under the Resource Conservation and Recovery Act as amended, the Comprehensive Environmental Response, Compensation, and Liability Act as amended, or any other similar federal, state, or local regulation or law.

CONTAMINATED EQUIPMENT. All laboratory and field equipment contaminated in performing the Work which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client for final disposal. Client shall pay all costs associated with the storage, transportation, and disposal of such designated equipment. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

UNFORESEEN OCCURRENCES. If, during the performance of the Work, any unforeseen hazardous materials or constituents or other unforeseen conditions or occurrences are encountered which, in our sole discretion affect or may affect the Work, the risk involved in performing the Work, or the recommended scope of the Work, we will promptly notify Client thereof. Subsequent to that notification, August Mack in its sole discretion may:

- (a) Complete the original Scope of Services, if practicable, in accordance with the procedures originally intended in the Proposal;
- (b) Agree with Client to modify the Scope of Services and the estimate of charges to include work on the previously unforeseen conditions or occurrences; or
- (c) Terminate the Work as provided herein effective on the date specified by us.

August Mack shall be excused for any delay in the performance of the Work resulting from unforeseen circumstances that could not have been avoided by the exercise of due care.

CLAIMS. If a third party or employee of Client brings a suit or claim for damages against us alleging exposure to or damage from hazardous materials, material, elements, or constituents at or from the property where the Work is being performed as specified in the Proposal or the surrounding property before, during, or after the Work, which is alleged to have resulted in or caused disease or any adverse health condition or other personal injury or property damage, including remediation costs, diminution of property value, or uninhabitability of property, then Client shall be liable for, hold harmless, and indemnify us in any such suit or claim and pay on our behalf, to the maximum extent permitted by law, any and all damages, losses, liabilities, obligations, penalties, claims, judgments, costs, disbursements, or expenses, including but not limited to attorneys' and experts' fees, court costs and other costs, expenses, or disbursements, and personnel costs incurred in defense of such suit or claim. In the event that Client makes a claim against us of any kind or nature whatsoever for any alleged error, omission, or act arising out of the performance of the Work that cannot be mutually resolved without resort to arbitration or litigation, and Client fails to prove such claim, then Client shall pay all costs incurred by us in defending ourselves against the claim, including, but not limited to attorneys' and experts' fees, court costs, arbitration costs, and other costs, expenses, or disbursements, and personnel costs incurred in defense of such claim or suit. Client agrees that for the purposes of this Agreement it has failed to prove its claim when the monetary amount awarded to or recovered by it is less than the highest sum offered by us in writing to resolve the matter prior to resolution.

of the claim.

EQUIPMENT. In the event that August Mack leases certain equipment to Client in order to perform the work contemplated by this Agreement, Client shall be responsible to August Mack for any loss, theft, damage, destruction, or other misuse of that equipment, and shall pay August Mack upon written demand, the amount necessary to repair or replace that equipment. To cover Client's liability to August Mack for such equipment, Client may obtain and maintain appropriate insurance against loss, theft, damage, destruction, or other misuse of such equipment, which names August Mack as an additional insured with a carrier acceptable to us. If a third party or employee of Client brings suit or makes a claim for damages against August Mack arising out of such use of August Mack's equipment, Client shall indemnify and shall pay on our behalf, to the maximum extent permitted by law, any and all damages, losses, liabilities, obligations, penalties, claims, judgments, costs, disbursements, or expenses, including but not limited to attorneys' and experts' fees, court costs and other costs, expenses or disbursements, and personnel costs incurred by us in defending such claim or suit.

DOCUMENTS. Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents, and other information deemed necessary by us for proper performance of our services and Client warrants and represents that any such information provided shall not infringe on any United States or foreign patent, copyright, trade secret, or other proprietary right of any third party, and shall hold August Mack harmless and indemnify us for any such infringement. We may rely upon Client-provided documents in performing the Work; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates, prepared by us as instruments of service pursuant to this Agreement, shall be our sole property. Client agrees and acknowledges that all documents furnished to Client or Client's agents or designees by August Mack shall be treated as confidential, and shall be disseminated only to those employees or agents whose duties justify their need to know such information, unless prior written authorization is obtained from August Mack or disclosure is compelled by a court of competent jurisdiction. Client further agrees that any documents not paid for will be returned to us upon demand and will not be used by Client for any purpose. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location for any project or by any person not expressly provided for in this Agreement without our prior written permission. If Client uses all or any of our documents for another project or disseminates our documents in violation of this paragraph, to the maximum extent permitted by law, Client shall indemnify and hold us harmless from any and all claims arising from such unauthorized use. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to August Mack, and Client shall indemnify and hold us harmless, to the maximum extent permitted by law, from any and all claims arising from such unauthorized reproduction or distribution.

RECORDS RETENTION. August Mack has a two (2) year records retention policy and will destroy all project records for all closed and inactive projects that are in excess of three (3) years old. Client shall notify us of any records it chooses or is required to maintain beyond the three-year retention period and we will provide them to the Client for Client's retention.

ASSIGNABILITY. Neither party shall assign or transfer their interest in this Agreement without prior written consent from the other party.

TERMINATION. This Agreement may be terminated by either party due to a material breach of this Agreement by the other party. Prior to termination, the nonbreaching party shall provide the breaching party written notice of the breach. The breaching party shall have ten (10) days following the receipt of written notice to cure the breach. On the eleventh (11th) day following receipt of written notice, the nonbreaching party may terminate this Agreement if the breach has not been cured to the reasonable satisfaction of the nonbreaching party.

If not previously terminated this Agreement shall expire upon August Mack's completion of the Work. Upon termination of this Agreement, August Mack shall be entitled to payment for Work performed up to and including the date of termination as well as all reasonable costs of demobilization and closeout of the Work.

DUTY TO COOPERATE. The parties agree to provide reasonable access to information regarding the site or the Work performed and to responsible personnel as may be required to address any claim made regarding the Work performed or this Agreement. The parties further agree to provide copies to each other of any claims, demands, or notices from any federal, state, or local public agency regarding the Work performed or this Agreement.

NO WAIVER. The failure of August Mack to insist on strict performance of the terms hereunder will not be considered as a waiver of any right or remedies that it may have for any subsequent breach, default, or non-performance, or its right to insist strict performance of this Agreement. No waiver is valid unless in writing signed by August Mack.

SEVERABILITY. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and August Mack shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement and the documents attached hereto and which are incorporated herein constitute the entire agreement between the parties and cannot be changed except by written instrument signed by both the parties.

COUNTERPARTS. This Agreement and any subsequent modifications may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same Agreement.

ALTERNATIVE DISPUTE RESOLUTION. Client and August Mack agree and acknowledge that all disputes or controversies arising out of, from, or under this Agreement or the parties' relationship (except for the need for extraordinary or provisional remedies such as injunctive relief or specific performance) that cannot be settled through negotiations between the parties will be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in effect. Arbitration shall take place in Marion County, Indiana. The arbitration shall be conducted before one (1) neutral arbitrator if the dispute or controversy involves legitimate claims in the aggregate of less than Two Hundred Thousand dollars (\$200,000.00) or before three (3) neutral arbitrators if the dispute or controversy exceeds in the aggregate Two Hundred Thousand dollars (\$200,000.00).

GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Indiana and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of such State. Any litigation brought in connection with this Agreement shall be commenced and maintained in the United States District Court for the Southern District of Indiana in Indianapolis, Indiana or the Superior Court of Marion County, Indiana having jurisdiction over the parties and the subject matter of the dispute.

ATTACHMENT C

Billing Contact Information Form



317.916.8000 • www.augustmack.com
1302 North Meridian Street, Suite 300 • Indianapolis, Indiana 46202

COMPANY

Company Name: Valparaiso Redevelopment Commission
Address: 166 Lincolnway
City: Valparaiso State: IN Zip Code: 46383
Phone Number: (219) 462-1161

ACCOUNTING/ACCOUNTS PAYABLE

Accounting Contact Name: Debra Melcic
Accounting Phone Number: (219) 548-4861 Email: dmelcic@valpo.us
Payment Terms: Payment once monthly

INVOICING

Invoice Delivery Method (Please Check One): ☒ Email (Required If No Portal)
☐ Portal (Provide Portal Instructions)

Billing Address: 166 Lincolnway
City: Valparaiso State: IN Zip Code: 46383

Bill to Name (If Different from Above): _____

Invoice Delivery Email: gdorogus@valpo.us / dmelcic@valpo.us

Invoice Upload Website: _____ PO Required (Please Check One): ☐ Yes ☐ No

Please Attach Invoice Upload Instructions & Guidelines If Applicable

INVOICING

ACH

Bank: National Bank of Indianapolis
Bank Address: 107 North Pennsylvania Street
Suite 700
Indianapolis, IN 46204
Account Name: August Mack Environmental, Inc.
ABA Routing Number: 074006674
Account Number: 1228808

Remits/Inquiries: accountsreceivable@augustmack.com

***Standard Payment Terms Are Upon Receipt with A
30 Day Grace Period***

***Please Reference Invoice Number or Property
Address on Payment**



ATTORNEYS • ADVOCATES • COUNSELORS

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into as of this 1st day of March 2024 (the “Execution Date”) between Bowman Properties, LLC and/or all affiliates, agents, owners, and representatives, Ekos Window + Wall, LLC, and/or all affiliates, agents, owners, and representatives (collectively the “Developer”) and the Valparaiso Redevelopment Commission (the “RDC”), (collectively the “Parties”).

WHEREAS, the Developer purchased real property located at 3800 Bowman Dr. Valparaiso, Indiana and identified by the Porter County Assessor as parcel 64-10-29-221-002.000-029 (“Parcel”) from the RDC;

WHEREAS, the Parties executed a Development Agreement dated the 11th day of February 2021 (the Development Agreement), where a certain facility was to be constructed on the Parcel by December 31, 2023;

WHEREAS, said Development Agreement states if the facility is not constructed by December 31, 2023, the RDC may require payment in an amount not exceeding Two Hundred Fifty Thousand Dollars (\$250,000.00), which reflects the total discount of the Parcel price paid by the Developer;

WHEREAS, said facility was not constructed by the aforementioned deadline;

WHEREAS, the Developer and the RDC now desire to resolve all of their claims and disputes that concern and/or relate to the Development Agreement and/or the Parcel and any and all claims now asserted or assertible by the Developer and the RDC with respect to the Development Agreement and/or the Parcel, upon the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the promises and covenants expressed herein and other good valuable consideration, sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Settlement Terms. The Parties agree to the Settlement as follows:

Upon the execution of this Settlement Agreement, the Developer shall pay to the RDC a one-time, lump-sum payment of Two Hundred Fifty Thousand Dollars (\$250,000.00). Payment should be in the form of a certified check made payable to the Valparaiso Redevelopment Commission and should be delivered to the Valparaiso City Hall located at 166 Lincolnway. Valparaiso, IN 46383, by 12:00PM CST on Friday, March 8, 2024.

2. Release of Claims. In consideration of the promises contained in this Agreement, the Parties agree irrevocably and unconditionally to release, acquit and forever

COUNSEL OF CARR, SKADBERG & KAZMIERCZAK LLC

daniel@ccsklaw.com

• 57 Michigan Ave, Ste 101, Valparaiso, IN 46383

• (219) 230-3600

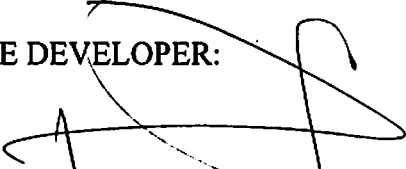
discharge the other from any and all claims, liabilities, promises, actions, damages and the like, known or unknown, in regard to the Development Agreement and/or any amendment thereto and/or the Parcel. Neither the Purchaser nor the Vendor shall bring any legal action against the other for any claim waived and released under this Agreement. In consideration of the promises contained in this Agreement, the Parties agree irrevocably and unconditionally to release, acquit and forever discharge the other Party from any and all claims, liabilities, promises, actions, damages and the like, known or unknown, in regard to the Development Agreement and/or any amendment thereto and/or the Parcel.

3. **Mutual Non-disparagement.** The Parties agree that neither Party will make any public statements which materially disparage the other Party. Notwithstanding the foregoing, nothing in this Section 3 shall prohibit any person from making truthful statements when required by law, order of a court, or other body having jurisdiction.
4. **No Admission.** Signing this settlement agreement or complying with its terms does not constitute an admission of liability on behalf of any Party.
5. **Entire Agreement.** This Agreement contains and embodies the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings, oral or written, between them and relating to the subject matter of this Agreement.
6. **Severability.** If any terms or provisions of this Agreement shall be deemed to be prohibited, invalid, or unenforceable in any jurisdiction, such provision shall be ineffective only to the extent of such prohibition or unenforceability and without invalidating the remaining provisions hereof or effecting the validity or enforceability of such provisions and all such remaining terms and provisions shall remain in full force and effect.
7. **Governing Law, Attorneys Fees.** This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of Indiana without the regard to Indiana's conflict of law rules. To the extent either Party secures the services of an attorney to enforce any provision of this Agreement and/or provisions of the Development Agreement, the prevailing Party shall be entitled to reimbursement of its court costs and attorneys' fees.
8. **General Acknowledgments.** This Agreement is the result of negotiations. To the extent that any term or provision of this Agreement is deemed ambiguous, no Party shall benefit from construction in its favor on the grounds that the Party did not draft the Agreement. The Parties warrant and represent that they have read and understand all the terms of this Agreement and that they are knowingly and voluntarily entering into this Agreement based on the advice of their own counsel, or not, and not upon any representations of any other counsel. The Parties represent and warrant that the individuals signing this Agreement on their behalf are duly authorized to do so and that all corporate and other actions necessary to execute this Agreement have been accomplished.

IN WITNESS WHEREOF, that parties have executed this Agreement on the date listed above.

THE DEVELOPER:

THE RDC:



Rodrigo dEscoto, Authorized Member
Of Bowman Properties, LLC

Rob Thorgren, its President



Rodrigo dEscoto, Authorized Member of
Ekos Window + Wall, LLC



4601 Airport Drive Valparaiso, IN
Ph. 219-472-6647
www.htelectricalservices.com

January 3, 2024

**George Douglas
EV Charger Quote
City of Valparaiso
Valparaiso, IN**

H & T Electrical Services is pleased to offer this proposal for the amount of **\$38,515.00** for your consideration to provide the listed items below.

Material

- Furnish 10 Leviton LEV EV48S Chargers
- Furnish 5 Leviton EPCM1OF3
- Furnish 5 Leviton EPCM2OF3
- Furnish 5 Leviton EPCM3OF3

Excluded from this bid:

-taxes

-permits/ fees

This pricing is good for 30 days.

Thanks,

Dave Caldwell

Estimator/ Project Manager

c. 219-405-3487