



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*

*Spencer Skinner
Baker Tilly*

Advisory Member

*Frank Dessuit
Representing
Schools*

Legal Counsel

Patrick Lyp

Director of Development

George Douglas

RDC MEETING AGENDA: Thursday, January 9, 2025

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, January 9th. This meeting will be held by the Valparaiso Redevelopment Commission at Valparaiso City Hall, 166 W. Lincolnway, Valparaiso, Indiana on **January 9, 2025 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>. The Agenda Packet can be viewed on the City's website <https://ci.valparaiso.in.us/1784/Meeting-Agenda-Packets>.

1. Swearing in of Commissioners (Patrick Lyp)
2. Election of Officers (Patrick Lyp)
3. Approval of Meeting Minutes
 - a. January 9, 2025 Executive Session Minutes (Bill Durnell)
 - b. December 12, 2024 Meeting Minutes (Bill Durnell)
4. Approval of Claims Register and Financial Report (George Douglas)
5. Transferring \$500,000 to City Equipment Fund (Assistant Chief LaMotte)
6. Annual Approval on Consulting Agreement (George Douglas)
 - i. Thomas & Associates
 - ii. Cender Dalton
 - iii. Baker Tilly
 - iv. Com-Control
7. Opening of Farm Lease RFP (George Douglas)
8. Opening of RFI for ValpoNet (George Douglas)
9. Update and recommendation on RFO for 500 N Property (George Douglas)
10. Other Business
11. Public Comment
12. Adjournment

Public Comment

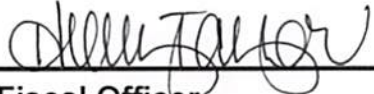
The public comment session is provided as an opportunity for residents to address the Redevelopment Commission members about matters pertaining to the City. Participation is encouraged; however, to respect others who wish to speak, public comment is not intended to be a public conversation. Before speaking, 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.

- February 8, 2025
- March 13, 2025

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.

January 9, 2025


Fiscal Officer

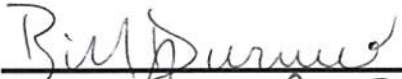
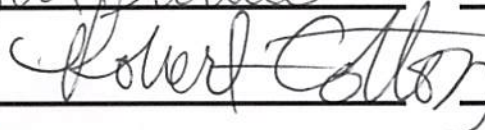
ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

11213220CITY OF VALPARAISO

APV 7000-7023

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 5 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 787,442.53.

Dated this 9th day of January 2025.

		_____
		_____
		_____

Signatures of Governing Board

Date: 01/06/2025 04:50:20 PM

APVREGISTER.FRX

Accounts Payable Register

APV Register Batch - RDC JAN 9, 2025 CLAIMS APV 7000-7023

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 (TIF)									
**Appropriation 4445020307.000 RDC TIF - BOND OBLIGATIONS									
**APV Number 7000									
01/06/2025	7000	BANK OF NEW YORK MELLON TRUST CO		4445020307.000	RDC TIF - BOND OBLIGATIONS	ECONOMIC DEVELOPMENT REV BOND 2015, PRATT, PRINCIPLE	560000.00	8577 01/09/2025	
01/06/2025	7000	BANK OF NEW YORK MELLON TRUST CO		4445020307.000	RDC TIF - BOND OBLIGATIONS	ECONOMIC DEVELOPMENT REV BOND 2015, PRATT, INTEREST	28642.50	8577 01/09/2025	
SubTotal APV Number 7000							588642.50		
**APV Number 7001									
01/06/2025	7001	OLD NATIONAL BANK		4445020307.000	RDC TIF - BOND OBLIGATIONS	ECONOMIC DEVELOPMENT BOND 2022	9978.79	8584 01/09/2025	
SubTotal APV Number 7001							9978.79		
SubTotal Appropriation 4445020307.000							598621.29		
**Appropriation 4445020308.000 RDC TIF - SCHOOL CHALLENGE GRANTS									
**APV Number 7002									
01/06/2025	7002	EAST PORTER CO. SCHOOL CORP		4445020308.000	RDC TIF - SCHOOL CHALLENGE GRANTS	REMAINDER OF 2024 CHALLENGE GRANT	66991.94	8588 01/09/2025	
SubTotal APV Number 7002							66991.94		
**APV Number 7003									
01/06/2025	7003	VALPARAISO COMMUNITY SCHOOLS		4445020308.000	RDC TIF - SCHOOL CHALLENGE GRANTS	CHALLENGE GRANT	4995.00	8579 01/09/2025	
SubTotal APV Number 7003							4995.00		
SubTotal Appropriation 4445020308.000							71986.94		
**Appropriation 4445020310.000 RDC - PROFESSIONAL SERVICES									
**APV Number 7004									
01/06/2025	7004	BARNES AND THORNBURG,		4445020310.000	RDC - PROFESSIONAL	LEGAL SVCS ENCROACHMENT	1425.00	8582 01/09/2025	

Accounts Payable Register

Date: 01/06/2025 04:50:20 PM

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK # CHECK DATE	MEMORANDUM
01/06/2025	7004	LLP BARNES AND THORNBURG, LLP		4445020310.000	SERVICES RDC - PROFESSIONAL SERVICES	AGREEMENT RETAINER FOR JANUARY 2025, ACCESS INDIANA ILRC FILING	5010.00	8582 01/09/2025	
SubTotal APV Number 7004							6435.00		
**APV Number 7005									
01/06/2025	7005	CENDER & COMPANY LLC		4445020310.000	RDC - PROFESSIONAL SERVICES	PROFESSIONAL SVCS 11/1/24-11/30/24	590.00	8580 01/09/2025	
SubTotal APV Number 7005							590.00		
SubTotal Appropriation 4445020310.000							7025.00		
**Appropriation 4445020312.000 RDC TIF - VALPONET									
**APV Number 7006									
01/06/2025	7006	MIDWESTERN ELECTRIC INC		4445020312.000	RDC TIF - VALPONET	NOVEMBER FIBER MAINTENANCE	200.00	8585 01/09/2025	
01/06/2025	7006	MIDWESTERN ELECTRIC INC		4445020312.000	RDC TIF - VALPONET	OCTOBER FIBER MAINTENANCE	200.00	8585 01/09/2025	
SubTotal APV Number 7006							400.00		
**APV Number 7007									
01/06/2025	7007	COM-CONTROL INC		4445020312.000	RDC TIF - VALPONET	INVOICING, RFI, NITCO NEW CIRCUIT ORDERS	1187.50	8591 01/09/2025	
SubTotal APV Number 7007							1187.50		
**APV Number 7008									
01/06/2025	7008	NIPSCO		4445020312.000	RDC TIF - VALPONET	10 NAPOLEON 11/14-12/13	69.40	8586 01/09/2025	
SubTotal APV Number 7008							69.40		
**APV Number 7009									
01/06/2025	7009	ICE MILLER, LLP		4445020312.000	RDC TIF - VALPONET	PROFESSIONAL SVCS THRU 11/30/24	759.00	8594 01/09/2025	
SubTotal APV Number 7009							759.00		
**APV Number 7010									
01/06/2025	7010	GGNET, INC		4445020312.000	RDC TIF - VALPONET	MONITORING FOUR FIBER	250.00	8593 01/09/2025	

Accounts Payable Register

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
STRANDS										
SubTotal APV Number 7010							250.00			
**APV Number 7011										
01/06/2025	7011	NITCO		4445020312.000	RDC TIF - VALPONET	BUSINESS INTERNET 1/1/25-1/31/25	89.95	8587	01/09/2025	
SubTotal APV Number 7011							89.95			
SubTotal Appropriation 4445020312.000							2755.85			
**Appropriation 4445020315.000 RDC TIF - INDUSTRIAL INFRASTRUCTURE										
**APV Number 7012										
01/06/2025	7012	TAFT STETTINIUS & HOLLISTER LLP		4445020315.000	RDC TIF - INDUSTRIAL INFRASTRUCTURE	PROF SVCS THRU 11/30/24, BROWNFIELD DEVELOPMENT	11122.00	8589	01/09/2025	
SubTotal APV Number 7012							11122.00			
SubTotal Appropriation 4445020315.000							11122.00			
**Appropriation 4445020321.000 RDC TIF - ENVIRONMENTAL PROTECTION										
**APV Number 7013										
01/06/2025	7013	AUGUST MACK ENVIRONMENTAL, INC		4445020321.000	RDC TIF - ENVIRONMENTAL PROTECTION	PROFESSIONAL SVCS 9/2/24-11/24/24	1744.00	8578	01/09/2025	
SubTotal APV Number 7013							1744.00			
SubTotal Appropriation 4445020321.000							1744.00			
**Appropriation 4445020323.000 RDC TIF - GRANTS MATCH										
**APV Number 7014										
01/06/2025	7014	SOIL SOLUTIONS, INC.		4445020323.000	RDC TIF - GRANTS MATCH	LINCOLNWAY CAMPBELL ROUNDY, RELOCATION ENTITLEMENT	40000.00	8583	01/09/2025	
SubTotal APV Number 7014							40000.00			
**APV Number 7022										
01/06/2025	7022	DLZ INDIANA, LLC		4445020323.000	RDC TIF - GRANTS MATCH	TOD TRAIL 11/2/24-12/6/24	72.75	8581	01/09/2025	

Accounts Payable Register

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
SubTotal APV Number 7022							72.75			
**APV Number 7023										
01/06/2025	7023	RQAW CORPORATION		4445020323.000	RDC TIF - GRANTS MATCH	SR 130 @ CR 400 N	338.00	8590	01/09/2025	
SubTotal APV Number 7023							338.00			
SubTotal Appropriation 4445020323.000							40410.75			
**Appropriation 4445020326.000 RDC TIF - VALE VIEW										
**APV Number 7015										
01/06/2025	7015	BANK OF NEW YORK MELLON TRUST CO		4445020326.000	RDC TIF - VALE VIEW	ECON DEV TAX INCREMENT REV BOND 2019, VALE VIEW	20256.81	8577	01/09/2025	
SubTotal APV Number 7015							20256.81			
SubTotal Appropriation 4445020326.000							20256.81			
**Appropriation 4445020327.000 RDC TIF - DOWNTOWN HOUSING/PARKING										
**APV Number 7016										
01/06/2025	7016	NIPSCO		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	301 LINCOLNWAY 11/26-12/27	2593.53	8586	01/09/2025	
SubTotal APV Number 7016							2593.53			
**APV Number 7017										
01/06/2025	7017	NITCO		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	INTERNET, PHONE, NITCO PROTECTION 1/1-1/31	191.26	8587	01/09/2025	
SubTotal APV Number 7017							191.26			
**APV Number 7018										
01/06/2025	7018	PORTER COUNTY TREASURER		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	PORTER COUNTY PARKING GARAGE AGREEMENT	15000.00	8595	01/09/2025	
SubTotal APV Number 7018							15000.00			
**APV Number 7019										
01/06/2025	7019	LEGACY SIGN GROUP LLC		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	REMAINING BALANCE FOR FABRICATION & MATERIALS FOR LHG SIGNS	3292.10	8596	01/09/2025	

Accounts Payable Register

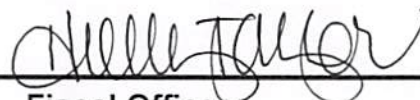
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APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
SubTotal APV Number 7019							3292.10			
SubTotal Appropriation 4445020327.000							21076.89			
SubTotal Fund Number 4445							774999.53			
**Fund Number 4651 RDC GENERAL										
**Appropriation 4651020305.000 RDC GENERAL - INITIATIVES										
**APV Number 7021										
01/06/2025	7021	SIMKO SIGNS		4651020305.000	RDC GENERAL - INITIATIVES	NEIGHBORHOOD GRANT, COURTYARDS @ PEPPER CREEK	10800.00	8592	01/09/2025	
SubTotal APV Number 7021							10800.00			
SubTotal Appropriation 4651020305.000							10800.00			
SubTotal Fund Number 4651							10800.00			
**Fund Number 4653 RDC GRANTS										
**Appropriation 4653020010.000 RDC GRANT - TOD TRAIL TO DOWNTOWN										
**APV Number 7022										
01/06/2025	7022	DLZ INDIANA, LLC		4653020010.000	RDC GRANT - TOD TRAIL TO DOWNTOWN	TOD TRAIL 11/2/24-12/6/24	291.00	8581	01/09/2025	
SubTotal APV Number 7022							291.00			
SubTotal Appropriation 4653020010.000							291.00			
**Appropriation 4653020011.000 RDC GRANT - SR 130 @ 400 NORTH										
**APV Number 7023										
01/06/2025	7023	RQAW CORPORATION		4653020011.000	RDC GRANT - SR 130 @ 400 NORTH	SR 130 @ CR 400 N NORTH	1352.00	8590	01/09/2025	
SubTotal APV Number 7023							1352.00			
SubTotal Appropriation 4653020011.000							1352.00			
SubTotal Fund Number 4653							1643.00			
*** GRAND TOTAL ***							787442.53			

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.

January 9, 2025


Fiscal Officer

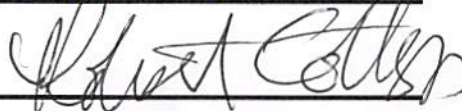
ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

11213220CITY OF VALPARAISO

APV 7405

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 1 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 2,200,000.00.

Dated this 9th day of January 2025.

Signatures of Governing Board

COPY

CITY OF VALPARAISO REDEVELOPMENT COMMISSION
DECEMBER 2024

		Consolidated Valparaiso Allocation	General Fund	Bonds	Grants	Debt Reserve [RESTRICTED]	Total Monies Investments	RDC Funds YTD Inclusive of Trust Indiana As of 1/1/2024
FUND #		4445	4651	4652	4653	4654	4650	
Balances as of 12/1/2024		\$6,062,069.69	\$6,274,558.74	\$392,428.32	-\$92,022.82	\$1,124,168.84	-\$6,500,000.00	\$12,513,252.35
	Revenues:							
4445	Taxes (TIF Revenue)	\$4,356,038.94	\$0.00	\$0.00	\$0.00			\$9,504,093.89
4445	Investment Proceeds	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Interest Income	\$6,989.31	\$0.00	\$0.00	\$0.00			\$166,240.64
4445	Miscellaneous	\$12,098.80	\$0.00	\$0.00	\$0.00			\$17,710.55
4445	Refunds/Reimbursements	\$17,711.61	\$0.00	\$0.00	\$0.00			\$3,646,039.29
4445	Transfer In	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Interest Income	\$0.00	\$6,989.30	\$0.00	\$0.00			\$23,365.43
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/Real Estate	\$0.00	\$0.00	\$0.00	\$0.00			\$297,770.00
4651	Tax Abatement	\$0.00	\$16,945.89	\$0.00	\$0.00			\$228,797.65
4651	Pilot Fees	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Vnet Fiber Lease Payments	\$0.00	\$8,015.50	\$0.00	\$0.00			\$136,124.50
4651	Refunds/Reimbursements	\$0.00	\$2,450.44	\$0.00	\$0.00			\$8,016.58
4652	Pratt Bond	\$0.00	\$0.00	\$98,107.09	\$0.00			\$1,176,207.07
4653	Grants (all reimbursed projects)	\$0.00	\$0.00	\$0.00	\$0.00			\$123,699.45
TOTAL CASH REVENUE		\$4,392,838.66	\$34,401.13	\$98,107.09	\$0.00	\$0.00	\$0.00	\$15,328,065.05
	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	\$21,694.65	\$0.00	\$0.00	\$0.00			\$128,096.05
4445	City Staff Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00			\$525,000.00
4445	Bond Obligations	\$767,848.75	\$0.00	\$0.00	\$0.00			\$4,462,071.18
4445	School Challenge Grants	\$3,495.00	\$0.00	\$0.00	\$0.00			\$607,481.75
4445	Utility Improvements	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Valponet	\$339.95	\$0.00	\$0.00	\$0.00			\$32,286.44
4445	Building Improvements/Facades	\$63,185.02	\$0.00	\$0.00	\$0.00			\$92,788.86
4445	Public Safety Equipment	\$0.00	\$0.00	\$0.00	\$0.00			\$450,000.00
4445	Industrial Infrastructure	\$2,203,086.00	\$0.00	\$0.00	\$0.00			\$2,345,932.34
4445	Environmental Protection	\$0.00	\$0.00	\$0.00	\$0.00			\$18,141.00
4445	Bus Service	\$0.00	\$0.00	\$0.00	\$0.00			\$405,816.83
4445	Grants Match	\$27,685.70	\$0.00	\$0.00	\$0.00			\$1,747,231.37
4445	Parks Projects	\$0.00	\$0.00	\$0.00	\$0.00			\$54,838.96
4445	Vale View	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Downtown Housing/Parking	\$122,185.67	\$0.00	\$0.00	\$0.00			\$1,143,314.85
4651	Unappropriated	\$0.00	\$0.00	\$0.00	\$0.00			\$35.00
4651	Initiatives	\$0.00	\$79,901.89	\$0.00	\$0.00			\$490,851.18
4651	Green Initiatives	\$0.00	\$895.00	\$0.00	\$0.00			\$151,085.07
4652	Pratt Bond Payment	\$0.00	\$0.00	\$0.00	\$0.00			\$1,174,755.00
4653	Grants (all projects)	\$0.00	\$0.00	\$0.00	\$818.32			\$140,346.66
TOTAL EXPENDITURES		\$3,209,520.74	\$80,796.89	\$0.00	\$818.32	\$0.00	\$0.00	\$13,970,072.54
Fund Balances: 12/31/2024		\$7,245,387.61	\$6,228,162.98	\$490,535.41	-\$92,841.14	\$1,124,168.84	-\$6,500,000.00	\$13,871,244.86
Overall fund balance total includes money invested: Trust Indiana \$6,500,000.00								
Overall fund balance excludes: Debt Reserve +\$1,124,168.84								

Valparaiso Redevelopment Commission
Memoranda of Minutes

The Valparaiso Redevelopment Commission met in executive session on **January 9, 2025** to discuss the following (check all that apply):

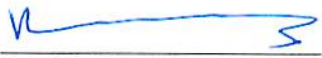
- ☒ I.C. 5-14-1.5-6.1(b)(2)(B) Initiation of litigation or litigation that is either pending or has been threatened specifically in writing. As used in this clause, "litigation" includes any judicial action or administrative law proceeding under federal or state law.
- ☒ I.C. 5-14-1.5-6.1(b)(2)(D) For 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.

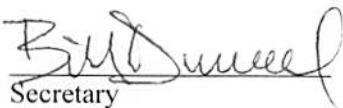
- ☐ I.C. 5-14-1.5-6.1(b)(9) To discuss a job performance evaluation of individual employees. This subdivision does not apply to a discussion of the salary, compensation, or benefits of employees during a budget process.

- ☐ 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
December 12, 2024

The regular meeting of the Valparaiso Redevelopment Commission was called to order at 4:47 p.m. on Thursday, December 12, 2024. President Rob Thorgren presided.

Members present were: Rob Thorgren, Barbara Domer, Bill Durnell and Robert Cotton. Also present were Director of Development George Douglas, City Attorney Patrick Lyp, Engineering Director Max Rehlander, Planning Director Bob Thompson, Associate Planner Jessica Gage, Chris Murphy from American Structurepoint and members of the public. Trish Sarkisian and Frank Dessuit were not in attendance.

ITEM #1- MINUTES: (00:34)

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

Motion: Mr. Durnell moved to approve the December 12, 2024, Executive meeting Minutes. Mr. Cotton seconded. A voice vote was unanimously carried.

Mr. Durnell reported copies of the November 14, 2024, regular meeting minutes were distributed to members for their review prior to the meeting. After reviewing the minutes, all seemed in order.

Motion: Mr. Durnell moved to approve the November 14, 2024, meeting minutes. Mr. Cotton seconded. A voice vote was unanimously carried.

ITEM #2 CLAIMS REGISTER AND FINANCIAL REPORT: (2:52)

Mr. Douglas reported that the Commission was sent the December 2024 Claims Registers and November 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:

- Sidewalk package and location of sidewalks replaced
- Grants Match Land Improvements claims
- Camera invoice for the parking garage

City staff answered and addressed questions and discussion items.

Motion: Mr. Cotton motioned to approve the December Register and November Financial Report. Mr. Durnell seconded the motion. A voice vote was unanimously carried.

ITEM #3 INDIANA AVE CULTURAL TRAIL REQUEST FUNDS FOR PE (Professional Engineering) SERVICES: (8:48)

Mr. Rehlander reported the Indiana Ave Cultural project was awarded approximately \$4 million in federal funds through NIRPC. The funding amount requested is \$1.171 million dollars. The grant proposal estimate was 1.15 million, and Mr. Rehlander respectfully requests approval of the additional funds for the PE portion of the project.

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

- How many federal grants the city is currently working on and the schedule for these projects?
- Funding source for beautification project on US 30
- How is grant funding decided?
- How many federal grants still need PE Services?
- Are all 7 grants federally backed projects?
- How many consultants sent in bids for this project?
- Is there a broad and deep pool of consultants to choose from for these projects?
- How does the city meet the standard that the cost for the contract negotiated is fair and reasonable?
- Are the labor rates fair and reasonable?
- Do consultants come in under or match the cap that INDOT sets?
- What percentage of subconsultants will work on a project and is there a limit?
- What role would the subcontractors play?
- Is there a requirement to review the Indiana Department of Administrations supply diversity portal to hire women, minority or veteran owned business as subconsultants?
- Can a requirement be made to include local subconsultants?
- What metrics are used to rate the consultants?

City staff answered and addressed questions and discussion items.

Motion: Mr. Durnell motioned to approve Indiana Ave Cultural Trail Request for PE Services. Ms. Domer seconded the motion. A voice vote was carried with 3-1 approval. Mr. Cotton voted no.

ITEM #4 LINCOLNWAY CAMPBELL REQUEST FUNDS FOR SUPPLEMENTAL AGREEMENT: (44:56)

Mr. Rehlander is requesting approval for supplemental fund approval for the Lincolnway Campbell Intersection Improvement Project. The original intent of the design of the project was for the future extension of Campbell Street south underneath the railroad tracks. Due to added costs and difficulties with underground utilities as well as traffic maintenance, this option is no longer being pursued. The supplemental agreement is an increase in professional services in the amount of \$214,970. It is anticipated that the change in design will save \$600,000 in overall construction savings to the project, which the local match is 20%.

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

- Whether the project savings will go back to the project
- Were contingencies built into the project?

City staff answered and addressed questions and discussion items.

Motion: Mr. Durnell motioned to approve the Lincolnway Campbell Request for Funds Supplemental Agreement. Mr. Cotton seconded the motion. A voice vote was unanimously carried.

ITEM #5 OTHER BUSINESS: (48:45)

Attorney Lyp reported the Redevelopment Commission owns approximately 238 acres of property just east of St. Mary's. This was the former sports campus site, which is no longer

going to be constructed at this site. In discussing with Mr. Douglas, Mr. Lyp's recommendation is to see what if anything the property could be used for. For the Commission to sell or consider proposals for the property a public offering will need to be done. Attorney Lyp is requesting authorization to prepare and publish a public offering for the property. This action does not obligate the Commission to sell the property. This is the first step in finding out what the market might bear for this property.

Motion: Mr. Cotton motioned to authorize Attorney Lyp to prepare and publish the public offering for the 238 acres of property. Mr. Durnell seconded the motion. A voice vote was unanimously carried.

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

- Whether this is the land that goes from Vale Park to 500N east of 49?

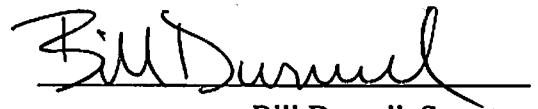
City staff answered and addressed questions and discussion items.

ITEM #7 PUBLIC COMMENT: (50:47)

None.

ITEM #8 ADJOURNMENT: (50:53)

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 meeting was adjourned at 5:36 p.m.


Bill Durnell, Secretary

SERVICE AGREEMENT Grant Application

THIS PROFESSIONAL SERVICE AGREEMENT ("Service Agreement") is made this 9th day of January 2025, by and between City of Valparaiso Redevelopment Commission ("VRC") and MjThomas & Associates, LLC ("Contractor"). In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

WHEREAS, pursuant to Indiana Code § 36-7-14-23, the VRC may "accept loans, grants, and other forms of financial assistance from the federal government, the state government, a municipal corporation, a special taxing district, a foundation, or any other source."

WHEREAS, the VRC is interested seeking certain grants and requires the expertise of Contractor to prepare certain grant applications.

WHEREAS, Contractor will work with the VRC Director on an "as-needed" basis.

WHEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged and intending to be bound, the parties agree as follows:

1. **Services.** The services to be provided by Contractor to the VRC are as follows:

Prepare Grant Application(s) as directed by the VRC Director.

2. **Services Outside Scope of Agreement.** It is not anticipated that there will be a need for Services outside the scope of this Service Agreement. To the extent that such need does arise, Contractor will first contact the VRC and if requested, prepare a supplemental proposal for such additional services. Should Contractor provide any services, outside the scope of this Service Agreement without prior written consent of the VRC, Contractor shall not be compensated.

3. **Compensation for Services/Term.** VRC will compensate Contractor as follows:
i) \$85 per hour with a not-to-exceed amount of \$30,000. Consistent with Section 16, Contractor must submit an invoice outlining, in sufficient detail, the work performed prior to the first day of the month. As part of Contractor's Services, Contractor will prepare a monthly Report providing an overview of the work performed during the prior month and any recommendations. The term of this agreement is January 1, 2025 to December 31, 2025.

4. **Termination.** Either party, upon seven (7) days' written notice, may terminate this Agreement. The VRC shall be responsible for all costs incurred by Contractor as of the date of termination. Such costs shall include but not be limited to, all labor and other items ordered for the VRC and any other cost reasonably related to the Agreement prior to the actual termination incurred by Contractor.

5. **Warranty.** Contractor recognizes that its Services are unique and vital to the VRC. Contractor warrants that all Services provided by its employees, agents and representatives will be performed in a professional manner consistent with all federal, state and local requirements. Mary Jane Thomas will be the specific individual identified by Contractor as the project

leader responsible to deliver all Services to the VRC. Contractor may utilize additional professional resources to assist in delivering Services.

6. **Entire Agreement:** This Service Agreement constitutes the entire agreement between Contractor and the VRC. All prior Agreements, oral or otherwise, between and among the Parties are hereby rescinded and rendered null and void. This Agreement may not be modified or amended except by writing executed after the date hereof by an authorized officer of Contractor and the VRC. The VRC shall not be bound by any terms of any subsequent purchase order forms or other documents which attempt to impose conditions at variance with the terms and conditions as set forth herein unless the same shall be specifically agreed to in writing by a duly authorized officer of Contractor and the VRC. The VRC's failure to object to provisions contained in any of Contractor's forms shall not be deemed a waiver of the provisions of these terms and condition.

7. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold the VRC, and its members, officers and employees harmless from and against any and all liabilities, claims, damages, suits, judgments, losses, costs, and expenses (including reasonable attorneys' fees) incurred in connection with or arising out of or resulting from the work identified in Sections 1-2.

8. **Dispute Resolution.** All claims, disputes and other matters in question between the parties hereto arising out of or relating in any way to this Service Agreement, or the breach of this Service Agreement will be decided in the state courts of Porter County, Indiana. The prevailing party shall be entitled to reimbursement of all court costs and attorney's fees.

9. **Waiver.** Any waiver of any term or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same or any other term or condition.

10. **Notice Provision.** Any notice required under the Agreement shall be made, by mail, to the following:

Contractor:

MjThomas & Associate,
LLC 7637 N. Kankakee
Trail Rolling Prairie, IN,
46371 Attn: Mary Jane
Thomas

VRC:

Valparaiso Redevelopment Commission
162. W. Lincolnway
Valparaiso, IN 46383
Attn: George Douglas

11. **Assignment.** This Agreement is binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.

12. **Amendment or Modification of this Agreement.** This Agreement may be amended or modified only by a written instrument signed by all Parties to this Agreement.

13. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

14. **Governing Law/Venue.** Notwithstanding anything in any document to the

contrary, this Agreement shall be governed by and construed in accordance with the laws of the **State of Indiana**. Any matter to resolve any dispute between the parties shall be filed and adjudicated in the state courts of **Indiana - Porter County**.

15. **Authorization.** All signatories represent and warrant they are duly authorized to execute this Agreement.

16. **Process for Payment.** Contractor shall invoice VRC for Services provided, and VRC shall make payment to Contractor within **30 days** of the approval date. Contractor recognizes that the VRC is a unit of government subject to certain limitations on the payment of claims and has adopted rules for submission of claims to be paid. Contractor agrees to abide by these rules and limitations. **Invoices describing in detail the work performed and expenses advanced for payment must be submitted to the VRC's Director by mail or email gdouglas@valpo.us no later than the end of business on the first day of the month for processing.** Late invoices may not be processed until the following month's VRC meeting. No payment for Services shall be deemed "late" if proper claim for payment has not been made or not timely filed with the VRC.

17. **Additional Provisions.**

A. Contractor shall comply with the requirements of **City Ordinance 9-2016, *An Ordinance of the Common Council of the City of Valparaiso, Indiana Prohibiting Certain Discriminatory Conduct within the City***, dated May 23, 2016. Such Ordinance can be found at [https:// www.ci.valparaiso.in.us/DocumentCenter/View/5505](https://www.ci.valparaiso.in.us/DocumentCenter/View/5505).

B. The Parties recognize and acknowledge that VRC is receiving funds from various federal, state, regional and local governmental entities to pay for portions of the Project of which the Services identified in this Agreement are included. VRC may be obligated to compile and submit information as to Contractor's Services. Contractor shall cooperate and provide documentation/information as requested at no additional cost.

C. As provided under Indiana Code § 22-5-1.7 et seq., every contract with a political subdivision entered into or renewed after June 30, 2011, must provide that: i) the contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program (as defined under Indiana Code § 22-5-1.7-3); ii) the contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and, iii) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien. In addition, as provided under Indiana Code § 22-5-1.7-15, if a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification: a) does not knowingly employ or contract with an unauthorized alien; and b) has enrolled and is participating in the E -Verify program. The contractor shall maintain on file a certification of a subcontractor throughout the duration of the term of a contract with the subcontractor. Consistent with such legislative mandate, these provisions are incorporated into the Agreement and Contractor agrees to abide by such.

D. By executing this Agreement, Contractor certifies that Contractor does not engage in investment activities in Iran and is otherwise in compliance with the requirements of IC § 5-22-16.5 et. seq.

MjThomas & Associates

BY: Mary Jane Thomas
Mary Jane Thomas
President

Valparaiso Redevelopment Commission

By: [Signature]

Date: 12/17/24 Date: 01/09/25

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as the "Agreement"), entered into by and between the **City of Valparaiso Redevelopment Commission**, 166 W. Lincolnway, Valparaiso, Indiana 46383 (hereinafter referred to as the "City"), and **Cender & Company, L.L.C., d/b/a Cender|Dalton Municipal Advisors**, 2803 Boilermaker Ct., Suite 1A, Valparaiso, Indiana 46383 (hereinafter referred to as the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.01 The "Agreement," as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include these Terms and Conditions, the Attachments described in Section 1 and attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by the City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both the City and Contractor.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by the Contractor or other rights or obligations of the City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon the Contractor and affording the greater right or remedy to the City, shall govern.
- 1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against the City solely by virtue of the City or City's representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.
- 1.06 This Agreement shall be construed under and governed by the laws of the State of Indiana.

SECTION II. DUTIES OF CONTRACTOR

- 2.01 The Contractor shall provide the services as set forth in ATTACHMENT A, attached hereto and made a part thereof.

SECTION III. TERM

- 3.01 This Agreement shall commence on **January 1, 2025** and shall terminate on **December 31, 2025** unless earlier terminated in accordance with this Agreement.

PROFESSIONAL SERVICES AGREEMENT

SECTION IV. COMPENSATION

- 4.01 The Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in ATTACHMENT A for a total amount not to exceed **forty eight thousand five hundred dollars (\$48,500)**.
- 4.02 Payment will be in conformance with ATTACHMENT B to this Agreement.
- 4.03 The Contractor shall submit a properly-itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to the City. The City shall pay the Contractor within thirty (30) days after receipt of invoice.

SECTION V. GENERAL PROVISIONS

- 5.01 Independent Contractor. The parties agree that the Contractor is an independent contractor as that term is commonly used and is not an employee of the City of Valparaiso. As such, the Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to the Contractor. The Contractor acknowledges that it is not insured in any manner by the City for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the City in any way.
- 5.02 Subcontracting. The parties agree that the Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of the City. In the event that the City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. The City shall have no obligation whatsoever toward such persons. The Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve the Contractor of any responsibility for performing under this Agreement.
- 5.03 Necessary Documentation. The Contractor certifies that it will furnish the City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Valparaiso, the County of Porter, other units of local government, the State of Indiana and the United States of America. Contractor further certifies that it is now in and will maintain its good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization or certification, as applicable, in force during the term of this Agreement. Failure of the Contractor to comply with this paragraph shall constitute a material breach of this Agreement.
- 5.04 Confidentiality of City Information.
 - 5.04.1 The Contractor understands that the information provided to it or obtained from the City during the performance of its services is confidential and may not, without prior written consent of the City, be disclosed to a person not in the City's employ except to employees or agents of the Contractor who have a need to know in order to provide the services. Further, the Contractor's work product generated during the performance of this Agreement is confidential to the City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The

PROFESSIONAL SERVICES AGREEMENT

obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by the Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than the Contractor; (c) is made known to the Contractor by a third person who does not impose any obligation of confidence on the Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon the Contractor shall provide notice to the City prior to such disclosure; or (e) information that is independently developed by the Contractor without references to the confidential information.

5.04.2 The Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the City that is required to be kept confidential by the City pursuant to Indiana law except as contemplated by this section, clause (d).

5.05 Records; Audit. The Contractor shall maintain books, records, documents and other evidence directly pertinent to the performance of services under this Agreement. The Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by the City or any other authorized representative of the City of Valparaiso. Copies thereof, if requested, up to 500 pages shall be furnished at no cost to the City, and further copies at cost to the City.

5.06 Ownership of Documents and Materials.

5.06.1 All documents, including records, programs, data, film, tape, articles, memos and other materials, created or developed under this Agreement, shall be considered "work for hire" and the Contractor transfers any ownership claim to the City of Valparaiso and all such matters will be the property of the City of Valparaiso. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the City, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the City and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate and unrestricted access to the work product of the Contractor during the term of this Agreement shall be available to the City. Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of its workpapers in accordance with professional standards.

5.06.2 Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that the Contractor shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by the Contractor prior to, or acquired by the Contractor during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and the Contractor shall not be restricted in anyway with respect thereto.

PROFESSIONAL SERVICES AGREEMENT

5.07 Insurance.

5.07.1 The Contractor warrants it is fully insured and qualified and licensed to provide services outlined in ATTACHMENT A.

5.08 Termination for Cause or Convenience.

5.08.1 If the Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then the City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that the Contractor shall be given: (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of the City's intent to terminate; and (2) an opportunity for consultation with the City prior to termination.

5.08.2 This Agreement may be terminated in whole or in part in writing by the City for the City's convenience; provided that the Contractor is given: (1) not less than ten (10) days written notice (delivered certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the City prior to termination.

5.08.3 Upon receipt of a termination action for default or for the City's convenience, the Contractor shall: (1) promptly discontinue all services affected, unless the termination notice directs otherwise; and (2) deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries and such other information, materials or documents as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

5.08.4 If, after termination for the Contractor's default, it is determined that the Contractor was not in default, the termination shall be deemed to have been effected for the convenience of the City.

5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. The City agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.10 Indemnification. The Contractor agrees to indemnify, defend and hold harmless the City of Valparaiso and/or the City, their officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by the Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The City shall not provide such

PROFESSIONAL SERVICES AGREEMENT

indemnification to the Contractor, provided, however, that the Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of the City of Valparaiso and/or the City, their officers, agents, officials and employees.

- 5.11 **Key Persons.** It is hereby agreed by the parties hereto that the work described in this Agreement to be performed by the Contractor is of a personal services, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to the City. The parties, therefore, agree that in the event of the death or disability of the Contractor, or, if the Contractor's signatory to this Agreement is a firm, partnership or corporation, in the event of the termination of employment of anyone understood to be personally responsible for the work described in this Agreement, the City may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.

- 5.12 **Notice.** Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:

Karl J. Cender
Cender|Dalton Municipal Advisors
2803 Boilermaker Ct., Suite 1A
Valparaiso, IN 46383

To City:

President
Valparaiso Redevelopment Commission
166 W. Lincolnway
Valparaiso, IN 46383

- 5.13 **Disputes.** The Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with the City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Contractor and the City may otherwise agree in writing. Should the Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the City for such costs. The City may withhold payments on disputed items pending resolution of the dispute.
- 5.14 **Non-discrimination.** The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, handicap, disability, national origin, ancestry, disabled veteran status or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 5.15 **Conflict of Interest.** The Contractor certifies and warrants to the City that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the City.
- 5.16 **Non-contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees. For breach or violation of this warranty the City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

PROFESSIONAL SERVICES AGREEMENT

- 5.17 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.18 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the City and the Contractor to determine whether the provisions of the Agreement require formal modification.
- This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Valparaiso. Suit, if any, shall be brought in the State of Indiana, County of Porter.
- 5.19 Waiver. The City’s delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the City’s rights or remedies.
- 5.20 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.21 Attorneys’ Fees. The Contractor shall be liable to the City for reasonable attorneys’ fees incurred by the City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of the Contractor, or from the Contractor’s failure to fulfill any provisions or responsibility provided herein. The City shall be liable to the Contractor for reasonable attorney’s fees incurred by the Contractor in connection with collection or attempt to collect any amounts due to the Contractor for work performed under this Agreement.
- 5.22 Successors and Assigns. The City and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, the Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.
- 5.23 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that has been duly authorized to execute agreements on behalf of the Contractor designated above, has filed proof of such authority with the City and has obtained all necessary or applicable approval from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by the City.

PROFESSIONAL SERVICES AGREEMENT

Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

City of Valparaiso Redevelopment Commission

By: 

President

Date: 01/09/25

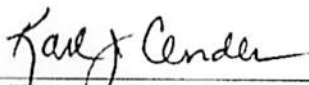
ATTEST:

By: 

Secretary

Date: 01/09/25

Cender|Dalton Municipal Advisors ("Contractor")

By: 

Karl J. Cender, Partner

Date: December 19, 2024

EXHIBIT A

SCOPE OF SERVICES

The **Scope of Services** of the Consultant is to perform and provide certain professional financing consulting services to the Commission as follows:

1. Produce analyses of the projected assessed valuation growth and related tax increment revenues in allocation areas including the gathering of assessed valuation and tax collection information from the Porter County Auditor's Office.
2. Analyze construction cost estimates and estimated assessed valuation information for planned new developments in the allocation area(s) to determine impact when tax increment is used.
3. Assist the City of Valparaiso's ("City") Economic Development Director in completing economic development modeling and tax analysis including the calculation of taxes due (real and personal), assessed valuation deductions, tax savings and imposed tax abatement fees anticipated.
4. Prepare tax increment financing reports that include the proforma tax increment revenues, debt service and coverage to support proposed financing.
5. Determine direct and overlapping community debt, debt ratios and per capita ratios for the purpose of establishing limitations, if any, and credit capabilities of the Commission.
6. Prepare imposed fee calculations on economic revitalization area assessed valuation deductions (tax abatement) for approved projects and communicate the imposed fee amounts with the Auditor and Treasurer's offices for billing purposes.
7. Prepare Economic Development Plans related to the establishment of allocation areas.
8. Assist the Commission with the preparation of bonds related to various projects being carried out by the Commission.
9. Recommend financing alternatives available to the Commission.
10. Summarize the Commission's financial position, producing reports and recommendations.
11. Attend public hearings and meetings to inform the Commission, City and public about Commission activities. This would be done at the direction of the Commission.
12. Assist in preparing budget forms and submission of forms to the Department of Local Government Finance ("DLGF").

13. Assist in developing economic development strategies.
14. Communicate with legal counsel and bond counsel concerning legal and financial timetables and necessary documentation.

Impact Analyses

1. Determine the revenue impact of proposed redevelopment strategies on school corporations.
2. Prepare reports for other taxing units as required by Indiana Code § 36-7-25-8.

Reporting

1. Assist the Commission and City with: (i) a report to the office of the Auditor as it applies to the Addendum #3 release of assessment (60-40); and (ii) the release of assessment related to Addendum #4 (50-50), all prior to TIF neutralization and the certification of net certified assessments including appropriate reporting to the East Porter County Schools.
2. Assist the Commission and City staff in the preparation of an Annual Report of the Commission for submission to the executive of the City due no later than March 31, all pursuant to Indiana Code § 36-7-14-13(a) and (b). In addition, assist the City with the electronic filing of the Annual Report with the DLGF pursuant to Indiana Code § 36-7-14-13(d).
3. Assist the Commission and City staff in the preparation of and filing of annual allocation area Capture Notices of Assessed Valuation for submission to the Auditor and each overlapping taxing unit prior to July 15, pursuant to Indiana Code § 36-7-14-39(b)(4)(A) and (B).
4. Assist the Commission with the preparation and submission of the annual spending plan to Gateway by December 1st of each year.
5. Assist the Commission with the filing of tax exemptions for properties that are acquired, as requested.
6. Prepare on-going disclosure reports for outstanding bond issues.
7. Prepare other reports that are required to be filed by the Commission.

EXHIBIT B

FEE STRUCTURE

Professional Service Hourly Rates

The fees for our professional services as financial advisor and general consultant to the Commission for the above professional services shall be invoiced at the following hourly rates, plus any out-of-pocket expenses for the period January 1, 2025 through December 31, 2025:

HOURLY RATES

(Effective January 1, 2025 – December 31, 2025)

Partners	\$ 300-350
Principal Advisor	200
Municipal Advisor	180
Senior Associate	165
Associate	140
Consultant	115
Analyst	100
Intern	90
Administrative Assistant	80

Invoices will be submitted on a regular basis for a total of our professional services.

EXHIBIT C

MUNICIPAL ADVISORY SERVICES

During the normal course of consulting services, as Owner officials work on capital planning and cash flow planning, there are occasions to discuss potential financings. If applicable, assist the Owner in analysis of proposed financings. Cender|Dalton Municipal Advisors is a registered municipal advisor firm with the Securities and Exchange Owner and the Municipal Securities Rulemaking Board, any financing transactions would be contracted under separate agreements with the City once there is a decision to move ahead.

As part of this engagement, Consultant may be providing certain specific municipal advisory services to the City in regard to capital planning, cash flow analysis and preliminary debt structures, if requested, but will not act as a placement agent to the City and the District nor as a broker nor as a dealer. Consultant has a fiduciary responsibility to the City and will act accordingly with the best interests of the City throughout this engagement.

See EXHIBIT D for Disclosure of Conflicts of Interest with Various Forms of Compensation. We are not aware of any other conflicts of interest other than the preceding items. See EXHIBIT E for supplemental information from the Municipal Securities Rulemaking Board relative to how to file a complaint with an appropriate regulatory authority.

It is our understanding that our fees for any Redevelopment District ("District") bonds will be paid from bond proceeds, unless the District or Commission elects to not go forward with the bond issuance, and then will be based and invoiced on the above hourly rates and any out-of-pocket expenses.

Cender|Dalton will provide the Commission with a written estimate of the financial advisory fees related to any such District bond issue or financing.

EXHIBIT D

DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This exhibit discusses various forms of compensation and the timing of payments to the advisors. **We will provide a separate agreement for a financing transaction that is approved to move forward, and that agreement will be for a fixed fee.** If the proposed financing does not close, then the consultant will invoice for time incurred at the hourly rates listed in EXHIBIT B.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. This form of compensation presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed-fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

EXHIBIT E

DISCLOSURE OF SUPPLEMENTAL INFORMATION

Cender|Dalton Municipal Advisors is registered as a Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board (the "MSRB"). The website for the MSRB is: <http://www.msrb.org/>. The MSRB's website has a brochure entitled "Municipal Advisory Client Brochure". The MSRB brochures describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority. The brochure can be found on the following website link: <http://www.msrb.org/Rules-and-Interpretations/File-a-Complaint.aspx>.



Baker Tilly Advisory Group, LP
112 IronWorks Avenue, Suite C
Mishawaka, IN 46544
United States of America

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bakertilly.com

December 30, 2024

Valparaiso, Indiana, Redevelopment Commission
Mr. George Douglas, Director of Development
166 W. Lincolnway
Valparaiso, IN 46383

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter or Agreement) is to confirm our understanding of the basis upon which Baker Tilly Advisory Group, LP (Baker Tilly) and its affiliates are being engaged by the Valparaiso, Indiana, Redevelopment Commission (the Client) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

Mr. George Douglas, Director of Development
Valparaiso, Indiana, Redevelopment Commission

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The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices (Deliverables). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (Baker Tilly's Preexisting Knowledge) (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any of the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

Mr. George Douglas, Director of Development
Valparaiso, Indiana, Redevelopment Commission

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You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

Baker Tilly certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

Anti-Nepotism

Baker Tilly is aware of the provisions under IC 36-1-21 *et seq.* with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in IC 36-1-21-3) of any elected official (as defined in IC 36-1-21-2) of the Client who is an owner or an employee of the Firm.

Mr. George Douglas, Director of Development
Valparaiso, Indiana, Redevelopment Commission

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In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Agreement, any Engagement Letter, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Baker Tilly may assign and transfer this Agreement and any Letter to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

Mr. George Douglas, Director of Development
Valparaiso, Indiana, Redevelopment Commission

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If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Eric J. Walsh, Partner

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: 
Title: President
Date: 01/09/25

Attachment A
Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly Advisory Group, LP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC (BTIS), a U.S. Securities and Exchange Commission (SEC) registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC (BTC) Baker Tilly Capital, LLC (BTC) is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors (BTMA) is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board (MSRB). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provided to the Client in writing at that time.

RE: TIF Management

DATE: December 30, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Valparaiso, Indiana, Redevelopment Commission (the Client) and relates to services to be provided by both Baker Tilly Advisory Group, LP (BTAG) and Baker Tilly Municipal Advisors, LLC (BTMA) collectively, (Baker Tilly).

SCOPE OF WORK

Baker Tilly agrees to furnish and perform the following services.

A. Annual Tax Increment Finance (TIF) Services

1. As Requested, Calculate Base Value Adjustments (Neutralization) for Trending and General Reassessment

- a) Contact the County Auditor's office and, with its cooperation and based on information provided by the County Auditor and Assessor, assist in performing or checking calculations with respect to base value adjustments, including determining base value adjustment factors, appeal and tax rate assumptions, and captured assessed values for each tax increment allocation area (TIF Area) in conjunction with annual Trending or General Reassessments. In performing this work, we rely on the accuracy of the information provided by the County Auditor and Assessor. We will not audit or review their information.
- b) If necessary, travel to the County Auditor's and/or Assessor's offices to perform fieldwork that may be required. Obtain from the County Auditor and Assessor new tax abatement information, a list of new developments and assessed values (if available) and a list of outstanding parcel assessed value appeals for the TIF Area(s) to use in the calculation. Compare resulting calculations to historical captured value, if necessary.
- c) With the cooperation of the County Auditor's office, assist the County Auditor's office with the monitoring of captured assessed value amounts for each TIF Area and taxing district that are used during the assessed value certification process. If needed, assist the Auditor's office with any corrections to captured assessed value amounts that must be undertaken prior to certification.
- d) With the cooperation of the County Auditor's office, assist the County Auditor's office with the monitoring of captured assessed value amounts for each TIF Area and taxing district that are used in the preparation of the County Abstract. If needed, assist the Auditor's office with any corrections to captured assessed value amounts that must be undertaken prior to the completion of the Abstract.

2. As Requested, Assist with the Annual Reporting and Meeting Requirements for the Commission

- a) Assist the Commission in completing the annual reporting requirements on the activities of the Commission, includes various information for each TIF Area for the previous year to be filed with the Client's Fiscal body, Executive and Department of Local Government Finance by April 15 each year under IC 36-7-14-13.
- b) Assist the Commission with the TIF planning, budget, impact analysis and annual meeting requirements set forth under IC 36-7-25-8, including attendance of the annual meeting if requested.

3. As Requested, Provide Excess Assessed Value Notification Assistance

- a) Assist the Commission in preparing an annual notice due to the County Auditor's office and overlapping taxing units by June 15th, notifying them of the amount of excess incremental assessed value that can be released to taxing units for the subsequent year, under 36-7-14-39(b)(4).
- b) If needed, prepare a current schedule of estimated TIF revenue, under current law, including the impact of known new developments, estimated tax abatement reductions, depreciation tables, if applicable, and anticipated changes in tax rates, if necessary.
- c) If needed, prepare a schedule demonstrating the extent to which estimated TIF revenue is expected to be sufficient to pay actual debt service or lease rentals on outstanding bonds and other planned projects for the TIF Area(s), notifying the Commission of any anticipated shortfalls or significant surplus, if necessary.
- d) Assist with the preparation of any required supporting documentation for the Captured Assessed Value Determination Resolution(s), if necessary.

4. As Requested, Monitor TIF Revenue and Preparation of an Annual TIF Report

- a) For the TIF Area(s), analyze recorded TIF revenue, comparing it to Baker Tilly's previous estimates, identifying the sources of material differences.
- b) Identify major tax delinquencies materially affecting TIF revenue using information available from the County Auditor's office.
- c) Based on input from Commission representatives:
 - (1) Trace known major developments and tax abatement reductions into the County's property tax records.
 - (2) Investigate, report and make recommendations regarding any material differences from anticipated assessed valuations and TIF revenue.
- d) Update TIF revenue estimates based upon current law and property tax data, including the impact of known new developments, estimated tax abatement reductions, personal property depreciation tables (if applicable), and estimated changes in tax rates (if applicable).
- e) Prepare a schedule demonstrating the extent to which estimated TIF revenue is expected to be sufficient to pay actual debt service or lease rentals on outstanding bonds and other planned projects for the TIF Area(s), notifying the Commission of any anticipated shortfalls or significant surplus.
- f) If needed, prepare illustrative schedules of amortization for bonds, leases, or other obligations payable from TIF revenue generated in the applicable TIF Area(s). Any illustrative amortizations prepared under this section will be for informational purposes only and may not be utilized in conjunction with the issuance of debt obligations.
- g) If needed, illustrate annual cash flow for each Allocation Area for a five-year period (or another period defined by the Commission) that accounts for debt and non-debt expenditures of the Commission.
- h) Provide an annual written Report and additional written materials as appropriate, reporting findings to the Commission.
- i) If requested, present the Report at a meeting of the Commission. Such Report is limited to the purposes set forth herein and may not be used in conjunction with the issuance of additional debt obligations. TIF revenue estimates in support of the issuance of debt will be accomplished pursuant to the parameters of separate agreements.

5. DLGF Annual Spending Plan Preparation

- a) Meet with Client leadership to discuss priorities and plans for the next fiscal year, develop an annual spending plan, pursuant to IC 36-7-14-12.7 and DLGF guidelines, and present the annual spending plan before the RDC.
- b) If requested, present the spending plan at a meeting of the RDC. Such report is limited to the purposes set forth herein, and may not be used in conjunction with the issuance of additional debt obligations. TIF revenue estimates in support of the issuance of debt will be accomplished pursuant to the parameters of separate agreements.

B. Periodic Services – Performed on an "As Requested" Basis

1. Analyze County TIF Parcel Records for Missing Parcels and Parcel Changes

- a) Interview Client and/or County personnel to locate declaratory resolutions, base value dates, original maps of the TIF Area(s), together with any boundary changes that may have occurred subsequent to the creation of the TIF Area(s).
- b) Compare County Auditor's TIF parcel list and maps to determine the extent to which they reflect changes that have occurred to the TIF boundaries of the Area and incorporate parcel splits and combinations.
- c) Suggest corrections to the TIF database, as needed.

2. Assist with the Creation of New TIF Allocation Area

- a) As needed, work with the Client and its advisors to analyze the boundaries of the proposed TIF Area and potential assessed value impacts of proposed new construction/demolition projects within the proposed TIF Area.
- b) As needed, provide information required by the Client's attorney for preparing resolutions and other legal documents required to establish the proposed TIF Area, if needed.
- c) Prepare, on behalf of the Client, an analysis and a statement disclosing the impact of the proposed TIF Area upon the overlapping taxing units (the Impact Statement) and facilitate the delivery of the Impact Statement to the overlapping taxing units.
- d) If needed, virtually or personally meet with representatives of the overlapping taxing units to discuss questions, comments or concerns related to the creation of the proposed TIF Area, as needed.
- e) At the request of the Client, attend meetings and required public hearings to explain the impact of the creation of the proposed TIF Area and to address any questions.

3. Assist with the Creation of New Residential TIF Allocation Area

a) Preliminary Planning and Development Services

Financial Analysis

- (1) Obtain estimates of the proposed real property investment from the developer or representatives of the developer for the purpose of estimating the amount of tax increment revenues to be generated from the proposed development and the impact of the establishment of the proposed Residential TIF Area on the overlapping taxing units, including illustrative State Basic Grant funding to the affected school corporation(s).
- (2) If requested, prepare analyses of different development/financing scenarios.
- (3) At the request of the Client, attend one public meeting to discuss the analysis.

- b) As needed, work with the Client and its advisors to analyze the boundaries of the proposed Residential TIF Area and potential assessed value impacts of proposed new construction/demolition projects within the proposed Residential TIF Area.
- c) As needed, provide information required by the Client's attorney for preparing resolutions and other legal documents required to establish the proposed Residential TIF Area, if needed.
- d) Prepare, on behalf of the Client, an analysis and a statement disclosing the impact of the proposed Residential TIF Area upon the overlapping taxing units (the Impact Statement) and facilitate the delivery of the Impact Statement to the overlapping taxing units.
- e) If needed, virtually or personally meet with representatives of the overlapping taxing units to discuss questions, comments or concerns related to the creation of the proposed Residential TIF Area, as needed.
- f) At the request of the Client, attend meetings and required public hearings to explain the impact of the creation of the proposed Residential TIF Area and to address any questions.

BTMA agrees to furnish and perform the following services.

C. Project Evaluation and Feasibility

1. In connection with a proposed economic development project or prospect (the Project), discuss with Client (or Client representative) the proposed Project; potential incentives and/or related infrastructure needs; the use of tax increment financing (TIF), tax abatement and other sources of revenue and funding; preliminary financing options and feasibility analyses; timing and investment information needed for analysis; other issues and considerations.
2. Prepare an estimate of real and depreciable personal property assessed value for the proposed development based on investment information provided by the company, the developer or its representatives. Prepare schedules of real and depreciable personal property tax abatement reductions, if applicable.
3. Prepare a preliminary tax increment feasibility analysis to estimate the incremental property tax revenues that might be created by the Project and provide an estimate of the amount of bonds such revenues might support and potential incentive value. Discuss bond options and security needed to market bonds if applicable.
4. Review developer-prepared tax increment projections and bonding capacity analysis, and provide written feedback to the Client, if applicable.
5. Prepare financing feasibility analysis based upon a proposed split of tax increment between a developer and the Client, if applicable.
6. Prepare a preliminary analysis utilizing both new and existing tax increment considering any outstanding obligations payable from the existing TIF, and additional or leveraged funding such as grants, developer contributions or concessions and other sources of funds, and provide additional incentive options. Research new sources of potential revenue, if applicable.
7. Discuss preliminary financing feasibility with Client and company representatives and advisors. Attend meetings and participate in conference calls as requested.
8. If requested by the Client, prepare additional financing feasibility analyses and options as discussions and negotiations evolve.

COMPENSATION AND INVOICING

Fees for services set forth in the Scope Appendix will be billed at standard billing rates based upon the actual time and expenses incurred.

Standard Hourly Rates by Job Classification
9/1/2024

Title	Hourly Rate
Principals / Directors	\$420 - \$660
Managers / Senior Managers	\$290 - \$440
Consultants / Analysts / Senior Consultants	\$185 - \$300
Support / Paraprofessionals / Interns	\$115 - \$195

**Billing rates are subject to change periodically due to changing requirements and economic conditions. The Client will be notified thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred except for direct, project-related expenses such as travel costs.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.

Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

SCOPE APPENDIX to
Engagement Letter dated: December 30, 2024
Between Valparaiso, Indiana, Redevelopment Commission, and
Baker Tilly Advisory Group, LP

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature,

BAKER TILLY MUNICIPAL ADVISORS, LLC



Andrew O. Mouser, Director

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: 
Title: President
Date: 01/09/25



Agreement for Consulting Services

This Service Agreement ("Agreement") contains the terms and conditions under which Com-Control, Inc. will provide professional services to Valparaiso Redevelopment Commission.

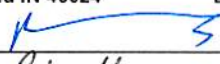
Whenever the terms "we", "us", or "our" are used, we are referring to Com-Control, Inc., and whenever the terms "you" or "your" are used, we are referring to you, our customer.

1. **DESCRIPTION OF SERVICES.** Upon the terms and subject to the conditions set forth in this Agreement, you appoint us to provide you with one or more identified services (collectively, "Services") as specified in a separate addendum ("Addendum").
2. **CONFIDENTIALITY.** Both of us acknowledge that in the course of performing under this Agreement, we may each be exposed to or acquire information that is proprietary or confidential. This includes presentations, concepts, models, forms, templates and any work produced created by us delivered to you as part of this agreement. Both of us agree to hold such information in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer, give, or otherwise disclose such information to third parties or to use such information for any purposes whatsoever, without the express written permission of the other party.
3. **FEES.** The Fees charged for the Services are listed in the attached Addendum. If Agreement is cancelled before term is completed payments due in one lump sum. All invoices are to be paid within 30 days of receipt.
4. **CANCELATION.** Either party may cancel this agreement at any time in writing subject to provisions set forth in this agreement.
5. **WARRANTIES.** You represent and warrant that you have full legal power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, that this Agreement has been duly and validly executed and delivered by you and constitutes a valid and binding agreement and is enforceable against you according to its terms.
6. **LIMITATION OF LIABILITY.** We will not have any liability with respect to our obligations under this agreement or otherwise for consequential, exemplary, special, indirect, incidental, or punitive damages even if we have been advised of the possibility of such damages. In any event, our aggregate liability for any reason and upon any cause of action or claim shall be limited to the fees paid to us by you in connection with this agreement. This limitation applies to all causes of action or claims in the aggregate, including without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, claims for failure to exercise due care in the performance of the services, and other torts. It is understood by both of us that the fees paid under this agreement reflect and are set in reliance upon this allocation of risk and the exclusion of the consequential damages and limitations of liabilities set forth in this agreement. In no case shall CCI be liable for any special, incidental, or consequential damages brought on by a recommended vendor, based on breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of communications or any associated equipment, cost of capital, cost of substitute equipment, facilities, services, downtime, the claims of third parties including customers, and injury to property.
7. **INDEMNIFICATION.** You agree to indemnify, defend, and hold us harmless from any and all claims, actions, damages, liabilities, costs and expenses, including attorneys' fees and expenses, arising from our services or actions taken by us in performance of this Agreement.
8. **ASSIGNMENT.** You may not assign all or any portion of your interests or rights under this Agreement without the prior written consent of us. We will not assign our rights under this Agreement without your written consent.
9. **TERM.** This agreement will begin Jan 1, 2025 and continue for a period of 12 months unless cancelled in accordance with section 4.
10. **MISCELLANEOUS.** This Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, heirs, successors, and assigns. No amendments, modifications, alterations, or additions to this Agreement shall be binding unless made in writing and signed by the parties. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Indiana. In the unlikely event that litigation results, it will be under the jurisdiction of legal system of St. Joseph County IN. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement. Invoices not paid in full within 30 days of issuance will incur a 1.5% monthly interest fee on all open balances.

This Agreement is entered into by the parties indicated below:

Company Name: _____
Company Address: _____

Your Name: _____
Your Signature: _____
Date: _____

Com-Control Inc.
P.O Box 1422
South Bend IN 46624
Date: 01/09/25
Signature: 
Name: Rob Thorgren
Title: President

Service Addendum to Agreement

Service Type: Consulting. Rate \$150/hr

Service Type: Telecom Management. Rate \$75/hr