



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*

*Diana Reed
City Council
Member*

Auxiliary Member

*John Nupnau
Nupnau 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, February 13, 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, February 13th. This meeting will be held by the Valparaiso Redevelopment Commission at Valparaiso City Hall, 166 W. Lincolnway, Valparaiso, Indiana on **February 13, 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. Election of Vice President (Patrick Lyp)
2. Approval of Meeting Minutes
 - a. February 13, 2025 Executive Session Minutes (Bill Durnell)
 - b. January 9, 2025 Meeting Minutes (Bill Durnell)
3. Approval of Claims Register and Financial Report (George Douglas)
4. Valparaiso Art Walk Agreement (Maggie Clifton)
5. Barnes & Thornburg Consulting Agreement (George Douglas)
6. Authorization of Farm Lease RFP (George Douglas)
7. Update on RFI for ValpoNet (George Douglas)
8. Update on Regal Beloit (George Douglas)
9. Other Business
10. Public Comment
11. 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.

- March 13, 2025
- April 10, 2025

Valparaiso Redevelopment Commission
Memoranda of Minutes

The Valparaiso Redevelopment Commission met in executive session on **February 13, 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:

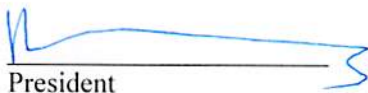
- i. A purchase;
- ii. A lease as lessor;
- iii. A lease as lessee;
- iv. A transfer;
- v. An exchange; or
- vi. A sale.

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.

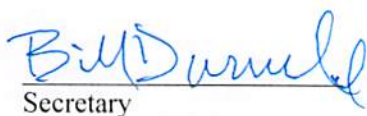
☐ I.C. 5-14-1.5-6.1(b)(9) To discuss a job performance evaluation of individual employees. This subdivision does not apply to a discussion of the salary, compensation, or benefits of employees during a budget process.

☐ 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
January 9, 2025

The regular meeting of the Valparaiso Redevelopment Commission was called to order at 4:55 p.m. on Thursday, January 9, 2025, President Rob Thorgren presided.

Members present were: Rob Thorgren, Barbara Domer, Bill Durnell, Trish Sarkisian, Robert Cotton and Frank Dessuit. Also present were Director of Development George Douglas, City Attorney Patrick Lyp, Planning Director Bob Thompson, Associate Planner Jessica Gage, Assistant Police Chief Mark Lamotte, Clerk Treasurer Holly Taylor, Tim Brust, Todd Leeth of Leeth Law and members of the public.

ITEM #1-SWEARING IN OF COMMISSIONERS (2:21):

Mr. Thorgren reported that members may change and the swearing in will be addressed at the February meeting.

ITEM #2 -ELECTION OF OFFICERS (2:27):

Ms. Sarkisian made motion for this calendar year that Rob Thorgren serve as President, Barbara Domer to serve as Vice President and Bill Durnell to serve as Secretary. Ms. Domer nominated Mr. Cotton for Vice President. The motion was amended to reflect the change at Vice President to Mr. Cotton. Mr. Durnell seconded. A voice vote was unanimously carried.

ITEM #3- MINUTES (4:08):

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

Motion: Mr. Durnell moved to approve the January 9, 2025, Executive meeting Minutes. Mr. Cotton seconded. A voice vote was unanimously carried.

Mr. Durnell reported copies of the December 12, 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 December 12, 2024, meeting minutes. Mr. Cotton seconded. A voice vote was unanimously carried.

ITEM #4 CLAIMS REGISTER AND FINANCIAL REPORT (6:25):

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

Motion: Mr. Cotton motioned to approve the January Register. Ms. Sarkisian seconded the motion. A voice vote was unanimously carried.

Mr. Douglas reported the tax draw in December was \$4.356 million for all allocation areas.

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

- Whether the tax revenue has been increasing yearly and what the margin is for that growth

City staff answered and addressed questions and discussion items

Motion: Ms. Sarkisian motioned to approve the December Financial report. Mr. Durnell seconded the motion. A voice vote was unanimously carried.

ITEM #5 TRANSFERRING \$500,000 TO CITY EQUIPMENT FUND: (12:11)

Assistant Police Chief Lamotte thanked the Redevelopment Commission for the continued support of the Valparaiso Police Department. For the majority of the officers, their patrol car is their office and is a critical tool in keeping the officers and public safe. Replacing the patrol cars on a routine basis is an incredible recruitment and retention tool for the Police Department. The increase from \$450,000 to \$500,000 is due to the increase in police officers to 65 and the cost to purchase the equipment to outfit a vehicle has increased.

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

- What is the average age of the current fleet?

City staff answered and addressed questions and discussion items.

Motion: Ms. Sarkisian motioned to approve the Transferring of \$500,000 to City Equipment Fund. Mr. Durnell seconded the motion. A voice vote was unanimously carried.

ITEM #6 ANNUAL APPROVAL OF CONSULTING AGREEMENTS: (15:22)

Mr. Douglas reported there are four consulting agreements for approval. Thomas & Associates administers grants. The proposed agreement has an increase from \$80 in 2024 to \$85 per hour. The Redevelopment Commission spent a total of \$680 in 2024.

Cender Dalton has been a longtime financial consultant for the Redevelopment Commission. In 2024 the Redevelopment Commission spent approximately \$26,000. There is an increase to the contract in 2025 of \$10 per hour for services of Municipal Advisor, Senior Associate and Associate.

Baker Tilly is utilized on various bond documents and project financing. In 2024 the Redevelopment Commission spent approximately \$6,000.

Com Control handles ValpoNet and works directly with any ISP (internet service providers) providers that want to tap into ValpoNet. In 2024 the Redevelopment Commission spent \$3,562.50.

Mr. Douglas recommended approval of the four consultant agreements on an annual as needed basis.

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

- What was spent in 2024 for Baker Tilly and if it was related to the bonds?
- Will the invoices be paid from Professional Services in the budget?
- If a contract was received from Barnes & Thornburg for 2025

City staff answered and addressed questions and discussion items.

Motion: Ms. Sarkisian motioned to approve the Annual Consulting Agreements. Mr. Durnell seconded the motion. A voice vote was unanimously carried.

ITEM #7 OPENING OF FARM LEASE RFP: (21:31)

Mr. Douglas reported the Redevelopment Commission currently has an agreement with the Johnson family to farm the land and thought it was time to do an RFP (Request for Proposal) for the property to see what response(s) would be received. A RFP for leasing some of the property between 400 and 500 North owned by the Redevelopment Commission was done in 2024 with bids to be opened at the January RDC meeting.

A proposal was received from Murphy Family Farms with an amount of \$185 per tillable acre. A proposal was received from Johnson Brothers with an amount of \$190 per tillable acre. A proposal was received from Matt Goetz with an amount of \$245 per tillable acre.

Mr. Douglas reported that all three responses will be reviewed and taken under advisement. A formal recommendation will be given at the next Redevelopment Commission meeting.

Discussion from Commission members ensued:

- If the tillable amounts are per year or for the two-year term?
- Who defines what a tillable acre is?
- Could the tillable acreage change year to year?

ITEM #8 OPENING OF RFI FOR VALPONET: (25:37)

Mr. Douglas reported the RFI (request for information) for ValpoNet is a request for information and will not have a dollar amount attached per se. RFI's were received from NITCO and Choice Light. Mr. Douglas will review the RFI's along with our ValpoNet consultant Bryan Baker and discuss what the next steps might be at the next Redevelopment Commission meeting.

ITEM #9 UPDATE AND RECOMMENDATION ON RFO FOR 500 N PROPERTY: (28:11)

Mr. Douglas stated at the last meeting the commission authorized a request for offering (RFO) of the 250 acres of property between 400 and 500 North which is owned by the Commission. One response was received from Agincourt Investments, for an exclusive option to purchase 180 of the 249 acres at a price of \$50,000 per acre. The developer is proposing to construct 4 two-story buildings of non-residential use. Each building floor plan is roughly 150,000 square feet. At this time, Agincourt will determine the level of investment, number of jobs and what the tax impact will be as they go through the due diligence for the project they are proposing. The option agreement is for 180 days of due diligence with up to four 30-day extensions. A \$50,000 deposit is due at the signing of the option agreement, \$10,000 is non-refundable and each extension is an additional \$25,000 for a maximum of \$100,000.

Mr. Douglas reported that there are several conditions that will have to be met before closing. First and foremost, there must be an acceptable real estate purchase agreement which would require approval by the Redevelopment Commission. The project will also need an acceptable economic development agreement which would solidify what the project is, and what, if any, incentives, level of investment, number of jobs and salaries in much greater detail. The agreement will require the approval of the Redevelopment Commission and depending on what incentives, if any, will be approved by the Economic Development Commission and the City Council. In addition, the proposal includes acceptable placement of public walking paths and

public space within the 180-acre parcel, which will require acceptance by the Park Department/Board. Lastly, the option agreement requires consideration of future water production wells on the site. Currently, three test wells were drilled on the property by the utilities department, but it has not been decided if/when they will become actual production wells in production. Therefore, these will need to be protected by the development.

Discussion from Commission members included:

- Whether this is the same land as the farm lease property?
- What was the original cost of the property?
- Where are the 67 remaining acres located?
- What will the return on investment be?
- What the commitment entails if the agreement is approved?

Motion: Ms. Sarkisian motioned to approve RFO for 500 N Property. Mr. Durnell seconded the motion. A voice vote was unanimously carried.

ITEM #10 OTHER BUSINESS: (43:23)

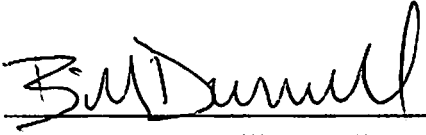
Mr. Douglas reported that the RDA Grant for the TOD has been closed out. At the last meeting the members asked for a public project breakout and Mr. Douglas handed the spreadsheet out to the members.

ITEM #11 PUBLIC COMMENT: (44:08)

None.

ITEM #12 ADJOURNMENT: (44:27)

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 5:37 p.m.


Bill Durnell, Secretary

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

February 13, 2025


Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

11213220CITY OF VALPARAISO

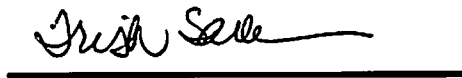
APV 7024-7048

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 6 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 721,039.73.

Dated this 13th day of February 2025.



Bill Dumm





Signatures of Governing Board

Date: 01/31/2025 04:45:57 PM

APVREGISTER.FRX

Accounts Payable Register

APV Register Batch - RDC FEB 13, 2025 CLAIMS APV 7024-7048

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 4445020305.000 RDC - ECON DEVELOPMENT INITIATIVES										
**APV Number 7028										
01/30/2025	7028	IEDA, INC.		4445020305.000	RDC - ECON DEVELOPMENT INITIATIVES	MEMBERSHIP RENEWAL	295.00	8604	02/13/2025	
SubTotal APV Number 7028							295.00			
SubTotal Appropriation 4445020305.000							295.00			
**Appropriation 4445020310.000 RDC - PROFESSIONAL SERVICES										
**APV Number 7027										
01/30/2025	7027	ANTON INSURANCE		4445020310.000	RDC - PROFESSIONAL SERVICES	DNLD RENEWAL POLICY	200.00	8618	02/03/2025	
01/30/2025	7027	ANTON INSURANCE		4445020310.000	RDC - PROFESSIONAL SERVICES	CONTRACTS EQUIP FLOATER, TERRORISM	484.00	8618	02/03/2025	
SubTotal APV Number 7027							684.00			
**APV Number 7029										
01/30/2025	7029	CENDER & COMPANY LLC		4445020310.000	RDC - PROFESSIONAL SERVICES	PROFESSIONAL SVCS 12/1-12/31	616.25	8600	02/13/2025	
SubTotal APV Number 7029							616.25			
**APV Number 7030										
01/30/2025	7030	FAMILY EXPRESS CORPORATION		4445020310.000	RDC - PROFESSIONAL SERVICES	ANNUAL OFFICE 365	2160.00	8607	02/13/2025	
SubTotal APV Number 7030							2160.00			
**APV Number 7031										
01/30/2025	7031	LEE ENTERPRISES, INC		4445020310.000	RDC - PROFESSIONAL SERVICES	PUBLIC NOTICE, 500N RFO	218.48	8598	02/13/2025	
SubTotal APV Number 7031							218.48			

Accounts Payable Register

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
SubTotal Appropriation 4445020310.000							3678.73			
**Appropriation 4445020312.000 RDC TIF - VALPONET										
**APV Number 7025										
01/30/2025	7025	NIPSCO		4445020312.000	RDC TIF - VALPONET	10 NAPOLEON 12/13-1/16	69.44	8619	02/03/2025	
SubTotal APV Number 7025							69.44			
**APV Number 7032										
01/30/2025	7032	MIDWESTERN ELECTRIC INC		4445020312.000	RDC TIF - VALPONET	TRAFFIC SIGNAL MAINTENANCE 12/1-12/31	200.00	8606	02/13/2025	
SubTotal APV Number 7032							200.00			
**APV Number 7033										
01/31/2025	7033	COM-CONTROL INC		4445020312.000	RDC TIF - VALPONET	RFT MEETING/FOLLOW UP-INVOICING	500.00	8610	02/13/2025	
SubTotal APV Number 7033							500.00			
**APV Number 7034										
01/31/2025	7034	GGNET, INC		4445020312.000	RDC TIF - VALPONET	MONITORING FIBER STRANDS-FEB	250.00	8611	02/13/2025	
SubTotal APV Number 7034							250.00			
**APV Number 7035										
01/31/2025	7035	ICE MILLER, LLP		4445020312.000	RDC TIF - VALPONET	COMM/REVIEW FOR RFI, PROF SVCS THRU 9/30	621.00	8613	02/13/2025	
SubTotal APV Number 7035							621.00			
SubTotal Appropriation 4445020312.000							1640.44			
**Appropriation 4445020314.000 RDC TIF - PUBLIC SAFETY EQUIPMENT										
**APV Number 7024										
01/28/2025	7024	CITY OF VALPARAISO		4445020314.000	RDC TIF - PUBLIC SAFETY EQUIPMENT	TRANSFER TO CITY CAPITAL EQUIPMENT FUND FOR PURCHASE	500000.00	8597	01/28/2025	
SubTotal APV Number 7024							500000.00			

Accounts Payable Register

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
SubTotal Appropriation 4445020314.000							500000.00		
**Appropriation 4445020315.000 RDC TIF - INDUSTRIAL INFRASTRUCTURE									
**APV Number 7036									
01/31/2025	7036	TAFT STETTINIUS & HOLLISTER LLP		4445020315.000	RDC TIF - INDUSTRIAL INFRASTRUCTURE	PROF SVCS-BROWNFIELD DEVELOPMENT	10790.00	8608 02/13/2025	
SubTotal APV Number 7036							10790.00		
SubTotal Appropriation 4445020315.000							10790.00		
**Appropriation 4445020322.000 RDC TIF - BUS SERVICE EXPENSES									
**APV Number 7037									
01/31/2025	7037	K & D LAWN & LANDSCAPE GROUP, LLC		4445020322.000	RDC TIF - BUS SERVICE EXPENSES	FINAL INSTALLMENT OF 2024 LANDSCAPING CONTRACT	800.00	8612 02/13/2025	
SubTotal APV Number 7037							800.00		
SubTotal Appropriation 4445020322.000							800.00		
**Appropriation 4445020323.000 RDC TIF - GRANTS MATCH									
**APV Number 7038									
01/31/2025	7038	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC TIF - GRANTS MATCH	LINC/CAMPBELL ROW SVCS 12/1-12/31	2888.02	8599 02/13/2025	
SubTotal APV Number 7038							2888.02		
**APV Number 7039									
01/31/2025	7039	JOSE SANTOS JR		4445020323.000	RDC TIF - GRANTS MATCH	LAND & LAND IMPROVEMENTS-SR 130 & CR 400N	3300.00	8601 02/13/2025	
01/31/2025	7039	JOSE SANTOS JR		4445020323.000	RDC TIF - GRANTS MATCH	ADMIN SETTLEMENT - SR130 & CR 400N	3700.00	8601 02/13/2025	
01/31/2025	7039	JOSE SANTOS JR		4445020323.000	RDC TIF - GRANTS MATCH	DAMAGES-SR 130 & CR 400N	4700.00	8601 02/13/2025	
SubTotal APV Number 7039							11700.00		
**APV Number 7040									
01/31/2025	7040	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC TIF - GRANTS MATCH	HORSEPRARIE AVE/S CAMP EXTENTION 12/1-12/31	12062.80	8599 02/13/2025	

Accounts Payable Register

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
01/31/2025	7040	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC TIF - GRANTS MATCH	HORSEPRARIE AVE/S CAMP EXTENTION 10/1-10/31	13831.65	8599	02/13/2025	
01/31/2025	7040	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC TIF - GRANTS MATCH	HORSEPRARIE AVE/S CAMP EXTENTION 11/1-11/30	11517.10	8599	02/13/2025	
01/31/2025	7040	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC TIF - GRANTS MATCH	HORSEPRARIE AVE/S CAMP EXTENTION 9/1-9/30	22718.50	8599	02/13/2025	
SubTotal APV Number 7040							60130.05			
**APV Number 7048										
01/31/2025	7048	RQAW CORPORATION		4445020323.000	RDC TIF - GRANTS MATCH	SR130@CR400N 12/1-12/31	210.00	8609	02/13/2025	
SubTotal APV Number 7048							210.00			
SubTotal Appropriation 4445020323.000							74928.07			
**Appropriation 4445020327.000 RDC TIF - DOWNTOWN HOUSING/PARKING										
**APV Number 7026										
01/30/2025	7026	ANTON INSURANCE		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	COMMERICAL PROPERTY, EXCESS LIABILITY, PARKING GARAGE	25771.00	8618	02/03/2025	
SubTotal APV Number 7026							25771.00			
**APV Number 7041										
01/31/2025	7041	WALTERS GARDENS		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	PLANTS (40) LINC GARAGE	290.14	8602	02/13/2025	
SubTotal APV Number 7041							290.14			
**APV Number 7042										
01/31/2025	7042	MILESTONE CONTRACTORS NORTH, INC.		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	LOCAL PAVING 2024	50142.75	8616	02/13/2025	
SubTotal APV Number 7042							50142.75			
**APV Number 7043										
01/31/2025	7043	GARIUP CONSTRUCTION CO, INC		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	STREETSCAPE PROJECT	34065.60	8605	02/13/2025	
SubTotal APV Number 7043							34065.60			

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
SubTotal Appropriation 4445020327.000							110269.49			
SubTotal Fund Number 4445							702401.73			
**Fund Number 4651 RDC GENERAL										
**Appropriation 4651020305.000 RDC GENERAL - INITIATIVES										
**APV Number 7044										
01/31/2025	7044	NICHOLAS W. SCHRADER		4651020305.000	RDC GENERAL - INITIATIVES	AERIAL DRONE PHOTOS-LHG,LINC,GRAND GARDNER	516.00	8617	02/13/2025	
SubTotal APV Number 7044							516.00			
SubTotal Appropriation 4651020305.000							516.00			
**Appropriation 4651020320.000 RDC GENERAL - GREEN INITIATIVES/PUBLIC ART										
**APV Number 7045										
01/31/2025	7045	BURKE, COSTANZA & CARBERRY, LLP		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	707 CENTER ST-CODE ENFORCEMENT	282.00	8603	02/13/2025	
SubTotal APV Number 7045							282.00			
**APV Number 7046										
01/31/2025	7046	ALEXANDER MENDEZ		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	RDC PUBLIC ART-2025 ART WALK	9000.00	8614	02/13/2025	
SubTotal APV Number 7046							9000.00			
**APV Number 7047										
01/31/2025	7047	GREGORY M. MENDEZ		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	RDC PUBLIC ART-2025 ART WALK	8000.00	8615	02/13/2025	
SubTotal APV Number 7047							8000.00			
SubTotal Appropriation 4651020320.000							17282.00			
SubTotal Fund Number 4651							17798.00			
**Fund Number 4653 RDC GRANTS										
**Appropriation 4653020011.000 RDC GRANT - SR 130 @ 400 NORTH										
**APV Number 7048										

Accounts Payable Register

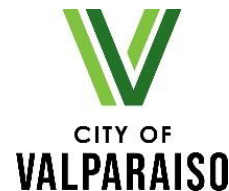
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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
01/31/2025	7048	RQAW CORPORATION		4653020011.000	RDC GRANT - SR 130 @ 400	SR130@CR400N 12/1-12/31 NORTH	840.00	8609	02/13/2025	
SubTotal APV Number 7048							840.00			
SubTotal Appropriation 4653020011.000							840.00			
SubTotal Fund Number 4653							840.00			
*** GRAND TOTAL ***							721039.73			

CITY OF VALPARAISO REDEVELOPMENT COMMISSION								
JANUARY 2025								
		Consolidated Valparaiso Allocation	General Fund	Pratt Bond	Grants (All Projects)	Debt Reserve [RESTRICTED]	Total Monies Investments	RDC Funds YTD Inclusive of Trust As of 1/1/2025
		4445	4651	4652	4653	4654	4650	
Balances as of 1/1/2025		\$8,159,255.45	\$6,228,162.98	\$490,535.41	-\$92,841.14	\$210,301.00	-\$6,500,000.00	\$14,995,413.70
Fund #	REVENUE							
4445		\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Interest Income	\$182,889.25	\$0.00	\$0.00	\$0.00			\$182,889.25
4445	Parking Garage EV Chargers	\$851.35	\$0.00	\$0.00	\$0.00			\$851.35
4445	Transfer In	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Miscellaneous	\$140,142.59	\$0.00	\$0.00	\$0.00			\$140,142.59
4445	Refunds	\$2,200,000.00	\$0.00	\$0.00	\$0.00			\$2,200,000.00
4445	Reimbursements	\$387,999.99	\$0.00	\$0.00	\$0.00			\$387,999.99
4445	Temporary Loan	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Interest Income	\$0.00	\$182,889.25	\$0.00	\$0.00			\$182,889.25
4651	Contributions/Donations	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Transfer	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Miscellaneous	\$0.00	\$1,060.68	\$0.00	\$0.00			\$1,060.68
4651	Real Estate	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Tax Abatement	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Pilot Program	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	ValpoNet Deposits	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	ValpoNet Fiber Lease Payments	\$0.00	\$14,781.00	\$0.00	\$0.00			\$14,781.00
4651	Other Income	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Refunds	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4652	Pratt Bond	\$0.00	\$0.00	\$98,107.09	\$0.00			\$98,107.09
4653	Grants (All Reimbursed Projects)	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4650	Transfer In	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
TOTAL CASH REVENUE		\$2,911,883.18	\$198,730.93	\$98,107.09	\$0.00	\$0.00	\$0.00	\$3,208,721.20
Fund #	DISBURSEMENTS							
4445	Unappropriated	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Econ Development Initiatives	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Bond Obligations	\$9,978.79	\$0.00	\$0.00	\$0.00			\$9,978.79
4445	School Challenge Grants	\$71,986.94	\$0.00	\$0.00	\$0.00			\$71,986.94
4445	Professional Studies	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Professional Services	\$7,025.00	\$0.00	\$0.00	\$0.00			\$7,025.00
4445	Utility Improvements	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	ValpoNet	\$2,755.85	\$0.00	\$0.00	\$0.00			\$2,755.85
4445	Building Improvements/Facades	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Public Safety Equipment	\$500,000.00	\$0.00	\$0.00	\$0.00			\$500,000.00
4445	Industrial Infrastructure	\$11,122.00	\$0.00	\$0.00	\$0.00			\$11,122.00
4445	Eastside (Memorial Drive)	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Workforce Housing Initiatives	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Journeyman TOD	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Environmental Protection	\$1,744.00	\$0.00	\$0.00	\$0.00			\$1,744.00
4445	Bus Service Expenses	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Grants Match	\$40,410.75	\$0.00	\$0.00	\$0.00			\$40,410.75
4445	Vale View	\$20,256.81	\$0.00	\$0.00	\$0.00			\$20,256.81
4445	Downtown Housing/Parking	\$21,076.89	\$0.00	\$0.00	\$0.00			\$21,076.89
4651	Unappropriated	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Operations Support	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Initiatives	\$0.00	\$10,800.00	\$0.00	\$0.00			\$10,800.00
4651	Green Initiatives/Public Art	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4652	Pratt Bond	\$0.00	\$0.00	\$588,642.50	\$0.00			\$588,642.50
4653	Grants (All Projects)	\$0.00	\$0.00	\$0.00	\$1,643.00			\$1,643.00
4650	Total Monies Investments	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
TOTAL EXPENDITURES		\$686,357.03	\$10,800.00	\$588,642.50	\$1,643.00	\$0.00	\$0.00	\$1,287,442.53
Fund Balances: 1/31/2025		\$10,384,781.60	\$6,416,093.91	\$0.00	-\$94,484.14	\$210,301.00	-\$6,500,000.00	\$16,916,692.37
*OVERALL FUND BALANCE INCLUDES MONEY INVESTED AT TRUST INDIANA								

To: Valparaiso Redevelopment Commission
From: Maggie Clifton, Community Engagement Director
Subject: Valparaiso Art Walk 2025/2026
Date: February 13, 2025



Summary and Recommendation

The Valparaiso Art Walk at Cumberland Crossing has become a key feature in the community and will enter its 14th year in 2025. Supporting public art along the frequently traveled pathway and green space creates additional excitement and enjoyment for all who walk, bike or drive by.

Staff works with a volunteer Art Advisory Committee to advise the Commission on opportunities to enhance or expand public art within the City of Valparaiso. The Committee met last year to discuss plans for the Art Walk exhibit in 2025, including advising on our vendor and selecting specific sculptures to display in our community.

The 2025 installation will feature sculptures created by Greg Mendez and Alex Mendez from Decatur, IN.

The new Mendez installation will be on display **March 2025 – April 2026**. The exhibit will include 17 steel sculptures representing both geometric shapes and lifelike figures. The variety will bring vibrancy to the Walk and inspire conversation for those who travel it. Sample photos below.

Attached to this memo you will find the Artist Services Agreement for your approval. This has been reviewed by the artists and Attorney Lyp. Note the agreement includes all costs associated with installing the exhibit (travel, materials, etc.). The Art Walk locations have been approved by Board of Works and Urschel Development Corporation.

The funds for the Art Walk would come from the Commission's Public Art Account, within the General Fund. Alongside the spring installation, staff will seek sponsors (\$250) to help support the project, like previous years. Sponsor dollars support future public art initiatives and permanent art purchases.

2025 Projected Art Walk Expenses

Mendez Artist Agreement	\$17,000
Updating Sculpture Signage	\$500
TOTAL:	\$17,500



Artist Services Agreement

This AGREEMENT is entered into by and between the **City of Valparaiso Redevelopment Commission** ("City") and **Greg Mendez and Alex Mendez** ("Artists").

WHEREAS, the City desires to have art installed at the Cumberland Crossing Art Walk ("Project");

WHEREAS, the City desires to have the Project designed by a professional artist(s);

WHEREAS, the Artists' work was selected for the Project and this Agreement is prepared to outline the duties and responsibilities of the Parties moving forward.

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is acknowledged, the Parties agree as follows:

1. Effective Date and Term. This Agreement shall become effective upon full execution by the Parties.
2. Scope of Services and Compensation.
 - A. Artists shall design a sculpture installation for the Cumberland Crossing Art Walk in alignment with the Artists' proposal (Exhibit A).
 - B. For the services outlined in Section 2(A) and for all rights outlined in this Agreement, Artist shall receive a sum of Seventeen Thousand Dollars (\$17,000) from the City upon installation. This sum includes sculpture leases, travel and installation. This sum will be divided between the two Artists as follows:
 - i. Greg Mendez: \$8,000
 - ii. Alex Mendez: \$9,000
3. Installation, Maintenance and Timetable.
 - A. Artist shall coordinate installation of the Project with the City.
 - B. The installation is scheduled to take place between March 1, 2025 – May 31, 2025. This date may be adjusted if agreed upon by the Parties.
 - C. The City shall assist as needed with installation and deinstallation and provide concrete pads for the Project prior to installation.
 - D. The Artist shall coordinate deinstallation of the Project with the City in May 2026.
 - E. If the Project is damaged or defaced during the lease, the City shall notify the Artist and the Artist will assist in repair or maintenance as needed.
4. Activities to be Completed by the Artist and City.
 - A. **ARTIST OBLIGATIONS:**
 - i. Warranties. Artist warrants that the art works are the original products of the Artist's creative efforts and he/she has full authority to grant the City the right to display consistent with this Agreement.
 - ii. Artist shall provide a W9 form to the City for processing of payment.
 - B. **CITY OBLIGATIONS:**
 - i. The City shall cover liability insurance during the term of the lease.
 - ii. The City shall publicly promote the Project.
5. Indemnity. Artist covenants and agrees at its expense to pay and to indemnify and save the City and their officers, employees, contractors and agents ("Indemnitees") harmless of, from and against, any and all claims, damages, demands, expenses and liabilities with respect to the Project unless such claims, damages, demands, expenses or liabilities arise by reason of the negligent act or omission of the City.
6. Amendment. This Agreement can only be amended by the mutual consent of the Parties.

7. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
8. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement.
9. Indiana Law; Venue; Attorneys' Fees. This Agreement shall be construed in accordance with the laws of the State of Indiana. Any action to enforce any provision of this Agreement shall be filed in the state courts of **Indiana, Porter County**, and each Party consents to the jurisdiction of such court. The successful party in any action to enforce this Agreement shall be entitled to reimbursement of court costs and attorneys' fees.
10. No Third-Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the Parties and not for the benefit of any third party. The Parties agree that this Agreement does not constitute a joint venture or partnership.
11. Authority. Each individual executing this Agreement represents that they possess the requisite authority to sign this Agreement.
12. Contact Person. The following individuals should be contacted, as necessary, concerning this Agreement and Project:

City of Valparaiso

c/o: Maggie Clifton
166 Lincolnway
Valparaiso, IN 46383

Signature

Date _____

Artist

Greg Mendez
7310 NW Winchester Road
Decatur, IN 30511-4117

Signature

Date _____

Artist

Alex Mendez
1204 Mix Ave
Decatur, IN 46733

Signature

Date _____

Exhibit A

2025 Art Walk Sculpture Summary

Title	Artist	Dimensions	Sale Price
A Pine Tree	Alex	4' x 9'8" x 2'2"	\$4,600
All Under Heaven	Greg	12'h x 3'w x 3'd	\$14,000
Amidst the Ruins	Greg	7'h x 2'w x 3'd	\$4,500
Asterisk II	Alex	4' x 9'2" x 4'	\$4,800
Bunnie	Greg	6'5"h x 2'5"w x 3'd	\$8,500
Cosmic Keystone	Greg	8'h x 3'd x 2'd	\$12,000
Counter Point	Greg	8'h x 4'w x 3'd	\$14,000
Country Road Wildflower	Alex	4' x 10' x 4'	\$5,800
Fashion Ruin	Greg	5'5"h x 3'w x 2'5"d	\$8,500
Fitzroys Guitar	Alex	3'8" x 9'6" x 1'2"	\$5,200
Kerplunk Redux II	Alex	4' x 9'2" x 4'	\$6,200
Portal of Reflections	Alex	4' x 8'6" x 1'	\$4,200
Red Tailed Lantern	Greg	8'h x 3'w x 1'd	\$4,500
To Bee or Not To Bee	Alex	4'3" x 10' x 1'2"	\$8,000
Twisted Melody	Alex	2'6" x 5'6" x 9"	\$2,400
Waiting Room Toy II	Alex	2'6" x 9' x 2'6"	\$5,200
When In Doubt Wear Red	Greg	6'5"h x 1'5"w x 1'd	\$8,500

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as "Agreement"), entered into by and between the CITY OF VALPARAISO REDEVELOPMENT COMMISSION, 166 W. Lincolnway, Valparaiso, Indiana 46383 (hereinafter referred to as "Commission"), and BARNES & THORNBURG LLP (hereinafter referred to as "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:

1. INTERPRETATION AND INTENT

(a) The "Agreement," as referred to herein, shall mean this Agreement executed by Commission and Contractor, together with our standard terms of engagement set forth in Attachment B hereto (the "Standard Terms of Engagement"), and shall include these Terms and Conditions, the Attachments described in 1 and attached hereto, and any written supplemental agreement or modification entered into between Commission and Contractor, in writing, after the date of this Agreement. To the extent of a conflict between the Agreement and the Standard Terms of Engagement, the Agreement shall control.

(b) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Commission and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Commission 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 Commission and Contractor.

(c) In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of Commission or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to Commission, shall govern.

(d) 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 Commission solely by virtue of Commission or Commission's representatives having drafted all or any portion of this Agreement.

(e) 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.

(f) This Agreement shall be construed under and governed by the laws of the State of Indiana.

2. DUTIES OF CONTRACTOR

(a) The Contractor shall provide the services as set forth in Attachment A, attached hereto and made a part thereof.

3. TERM

(a) This Agreement shall commence on January 1, 2025 and shall terminate on December 31, 2025, unless earlier terminated in accordance with this Agreement.

4. COMPENSATION

(a) 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.

(b) Payment will be in conformance with Attachment A to this Agreement.

(c) 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 Commission. Commission shall pay Contractor within thirty days after receipt of such properly itemized claim forms.

5. GENERAL PROVISIONS

(a) **Independent Contractor.** The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City of Valparaiso. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the Commission for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the Commission in any way.

(b) **Subcontracting.** The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of Commission. In the event that Commission 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. Commission shall have no obligation whatsoever toward such persons. 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 Contractor of any responsibility for performing under this Agreement.

(c) **Necessary Documentation.** Contractor certifies that it will furnish the Commission, 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. 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.

(d) **Confidentiality of Commission Information.**

(i) Contractor understands that the information provided to it or obtained from Commission during the performance of its services is confidential and may not, without prior written consent of the Commission, be disclosed to a person not

in the Commission's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to Commission. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The 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 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 Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on 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 Contractor shall provide notice to the Commission prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

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

(e) **Records; Audit.** Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. 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 Commission or any other authorized representative of the City of Valparaiso. Copies thereof, if requested, shall be furnished at no cost to the Commission.

(f) **Ownership of Documents and Materials.** Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that 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 Contractor prior to, or acquired by Contractor during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in any way with respect thereto.

(g) **Insurance.**

(i) Contractor warrants it is fully insured and qualified and licensed to provide services outlined in Attachment A.

(h) **Termination for Cause or Convenience.**

(i) If 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 Commission may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of Commission's intent to terminate, and (2) an opportunity for consultation with Commission prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by Commission to be incurred by reason of Contractor's default.

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

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

(iv) If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of Commission. In such event, adjustment of the price provided for in this Agreement shall be made as provided in 5(h) (ii) and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

(i) **Termination for Failure of Funding.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by Commission are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Commission 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. Commission 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.

(j) **Indemnification.** [Omitted]

(k) **Key Persons.** It is hereby agreed by the parties hereto that the work described in this Agreement to be performed by 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 Commission. The parties therefore

agree that in the event of the death or disability of Contractor, or, if 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 Commission 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.

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

To Contractor:

Thomas A. Pitman
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204

To Commission:

Patrick Lyp
Valparaiso Redevelopment Commission
166 West Lincolnway
Valparaiso, IN 46383

(m) **Disputes.** Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with Commission. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and Commission 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 Commission 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 Commission for such costs. The Commission may withhold payments on disputed items pending resolution of the dispute.

(n) **Non-discrimination.** 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.

(o) **Conflict of Interest.** Contractor certifies and warrants to Commission 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 with Commission that would violate the Rules of Professional Conduct.

(p) **Non-contingent Fees.** 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 Commission 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.

(q) **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.

(r) **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 Commission 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.

(s) **Waiver.** The Commission'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 Commission's rights or remedies.

(t) **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.

(u) **Attorneys' Fees.** Contractor shall be liable to the Commission for reasonable attorneys' fees incurred by Commission in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

(v) **Successors and Assigns.** Commission and 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, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of Commission. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Commission.

(w) **Authority to Bind Contractor.** Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he has been duly authorized to execute agreements on behalf of the Contractor designated above, has filed proof of such authority with Commission 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 Commission.

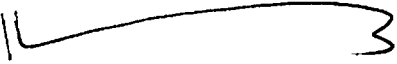
(x) Identity of Client & Conflicts of Interest. Our only client in this matter is the Commission, and not any of the City's or the Commission's other departments, agencies, instrumentalities, members, officials, employees or other affiliates. In performing our services, our only client will be the Commission and we will represent its interests. You agree, on behalf of the Commission and its departments, agencies, instrumentalities, officials and employees, that our representation of the Commission in this matter will not give rise to any attorney client relationship between our Firm and any of its other departments, agencies, instrumentalities, members, officials, employees or other affiliates. You further agree, on behalf of the Commission and its departments, agencies, instrumentalities, officials and employees, that during the course of our representation of the Commission, our Firm will not be given any confidential information regarding any of the City's or the Commission's other departments, agencies, instrumentalities, members, officials, employees or other affiliates. Accordingly, our Firm's representation of the Commission will not give rise to any conflict of interest in the event other clients of our Firm are adverse to any of the City's or the Commission's other departments, agencies, instrumentalities, members, officials, employees or other affiliates. In addition, it is possible that, during the time we are representing you, some of our present or future clients may have disputes or transactions with the Commission or the Commission's other departments, agencies, instrumentalities, officials or employees. For example, such conflicts may arise in (a) municipal finance transactions in which you propose to issue obligations, (b) the representation of clients in land use matters (such as requests for rezoning or zoning variances), applications for tax abatement, appeals of property tax assessments, condemnation proceedings, requests for permits or licenses (such as building permits), and other matters which involve approvals by governmental bodies or officials; (c) local units of government and elected officials in various government issues; or (d) contracts for goods, services or public works. You, on behalf of the Commission, agree and consent to our Firm's representation of any existing or new clients in any existing or new matters that are not substantially related to our representation of the Commission in this matter, even if the interests of such clients in such matters are directly or indirectly adverse to the interests of the Commission or the Commission's other departments, agencies, instrumentalities, officials or employees. The Commission should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent the Commission.

6. CERTIFICATION. In connection with this engagement, we agree that Barnes & Thornburg LLP will verify the work eligibility status of all newly hired employees through the Federal E-Verify program (unless and until the E-Verify program no longer exists).

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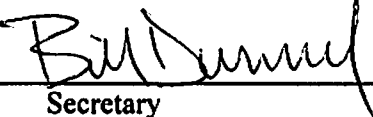
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date subscribed below.

CITY OF VALPARAISO – REDEVELOPMENT COMMISSION

By: 
President

Date: February 13, 2025

Attest:

By: 
Secretary

BARNES & THORNBURG LLP (“Contractor”)

By: Thomas A. Pitman

Date: January 8, 2025

ATTACHMENT A

DESCRIPTION OF SERVICES

In addition to providing advice, as needed, related to laws and regulations governing the Commission and its activities, members of our firm would also be available to assist the Commission in various other areas, such as environmental, litigation, contractual and real estate matters. We would also propose to serve as bond counsel for the issuance and sale of bonds, notes and other obligations by the Commission.

In our role as bond counsel, our primary responsibility would be to render an objective and expert legal opinion as to the validity of the authorization and issuance of the bonds or bond anticipation notes of the Commission and (if appropriate) the availability of the exclusion of interest on such obligations from federal income taxation and from certain State taxes. In order to deliver such an opinion, and as part of our related responsibilities, we would prepare all ordinances and resolutions to be adopted by the Commission, Valparaiso's Commission Council, and other bodies of Valparaiso related to the particular financing and to the creation and/or expansion of redevelopment or economic development areas (including allocation provisions) in furtherance thereof; prepare or review all of the forms of official notices to be used with regard to the project, various public hearings and other official actions related to the financing, including the sale of bonds or bond anticipation notes issued by the Commission; prepare all closing documents, certificates and instruments, including the legal opinion referred to above with regard to the authorization and validity of the bonds or bond anticipation notes; and organize, attend and manage the closing of each transaction. We regard all of these to be standard "bond counsel" services to be performed in close cooperation with the Commission, with the Commission's financial advisor and local counsel and with other designated officials of the Commission and Valparaiso.

FEE PROPOSAL

We would propose to charge for our services based on hourly rates for attorneys and other professional staff, as established from time to time, based on years of practice, training, specialization and professional accomplishment. Our 2025 hourly rates for attorneys and other staff will range from \$375 for our legal assistants to \$1,015 for our most senior and experienced partners. We anticipate that our services as special counsel and bond counsel would be performed under the direction of partner Tom Pitman, whose hourly rate in 2024 will be \$1,015.

To the extent practical, we will look for opportunities to use more junior attorneys and legal assistants to provide the most efficient and cost-effective service possible without compromising the high level of service we are committed to provide. For planning purposes, our best estimate of fees is \$35,000 per year, based on the Commission's historical use of our services (including bond counsel services).

We will bill the Commission monthly, and payment is due upon receipt of our statement. Unless otherwise agreed upon, our timekeepers' time will be recorded on this engagement in minimum increments of one-tenth of an hour, even though the actual time expended may be less.

In addition to our fee for services, our total fee will include charges for expenses that we incur on behalf of the Commission. For such things as travel, lodging, filing fees, delivery charges, and special staff charges, we will bill you at our cost plus any directly allocable overhead. We will charge 15¢ per side for copies. We will not charge you for word processing staff time, courier services performed by our messenger staff or facsimile pages you send to us. If you or any Commission member has any questions or comments concerning about how the bill was calculated or the form in which it was presented during the course of our representation, please bring it to our attention promptly so that any problem can be resolved.

BARNES & THORNBURG LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following terms are an integral part of our agreement with you and, unless modified expressly in writing by mutual agreement, govern all of our engagements for you. We ask that you review these terms carefully and write us promptly if you have any questions. We suggest that you retain this document in your file together with our engagement letter(s).

Our Client

The person or entity that we represent is the person or entity identified as our client in our engagement letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, we do not have any lawyer-client relationship with:

- Your subsidiaries, parent company or other business entities in a commonly controlled group, without regard to any internal arrangements for the management of affairs between our client and any such affiliate, or any operational commonality among such entities such as consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership;
- Your owners, shareholders, members, managers, partners, directors, officers, employees, representatives or agents;
- The beneficiaries of a trust administered by a trustee who is our client;
- Your spouse, partner, children or other family members.

Therefore, our representation of you will neither limit nor impair our ability to represent another client with interests adverse to any such affiliated entity, affiliated person or family member without obtaining your consent.

The Scope of Our Work

Our practice with new clients is to describe the scope of our initial engagement in the letter we send accepting employment. With existing and recurrent clients, we may or may not provide a description of new matters depending on the circumstances. In any engagement we limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. If you ask us to limit our work to only one or certain aspects of a transaction, matter or case, we will address only what you request, even if full legal representation on such matter would normally be more involved or extensive.

Except to the extent you expressly request in writing that we advise or assist you concerning the following

matters, you agree to take full responsibility yourself for:

- Ascertaining or obtaining insurance coverage that you may have for any claim, potential liability, attorneys' fees or expenses and promptly notifying your carrier(s) as required to invoke any coverage;
- Tax implications of any transaction, settlement or course of action;
- Data security or privacy compliance practices;
- Compliance by you, associated persons or beneficial owners with the Corporate Transparency Act and reporting thereunder.

The outcome of legal matters and proceedings cannot be predicted with certainty. If we offer an assessment of the likely outcome of a matter, that is merely our opinion based on our understanding of the facts and the law at the time. We cannot guarantee results.

Who Will Provide the Services

Each client matter handled by our Firm is assigned to a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm.

To help us serve our clients, we employ law clerks (often law students), paralegals, lobbyists, investigators, patent agents, foreign lawyers, research librarians, environmental analysts, translators, draftsmen, ediscovery/litigation support personnel and other technical (non-legal) specialists. Such personnel possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities, but they are not lawyers. Accordingly, you should not construe or rely upon any communications you receive from such personnel as legal advice.

How Fees Will Be Set

The basis on which our fees will be determined is described in the pertinent engagement letter. Usually the time and effort required are the primary factors on which our fees are based. We will record the time we devote to your work (typically in increments of 1/10th of an hour). This time may include conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, required travel and other related matters. Peer collaboration and review is an important element of providing quality services, and

so our time records will often include discussions between lawyers within our Firm concerning the matters in which we have been engaged. The hourly rates we charge for our lawyers and service providers are based on their relative experience, skills, reputation, the type of engagement, market factors and similar considerations. We review our hourly rates at least annually and adjust them periodically. Our statements will reflect the applicable rates in effect at the date of the statement even if they exceed the applicable hourly rates in effect on the date the services were performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter on which our fees are hourly or otherwise variable. But fees and costs are often unpredictable. Accordingly, except in those engagements in which we specifically agree in writing to a flat or maximum fee, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter, even when we have provided an estimate. The ultimate cost is invariably more or less than the amount estimated. In addition, your obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

In instances in which we offer and you accept a flat fee, that flat fee covers only the services within the scope of work specified in the flat fee proposal. Any additional work will be billed at our standard hourly rates unless otherwise agreed in writing.

Other Charges

In addition to our fees we will likely bill you for various charges that we itemize separately. These may include charges or fees for:

- messengers and couriers
- photocopying, desktop publishing or printing
- data storage
- ediscovery data hosting services
- litigation support technology services
- computerized research
- certain clerical services
- filing fees (including electronic filings)
- court reporters
- witnesses
- outside experts and consultants, including for example accountants, appraisers and other legal counsel
- travel
- phone and Web conferencing

Certain of these other charges may represent more than our out-of-pocket cost to contribute toward covering indirect expenses we incur. For example, we establish and adjust from time to time fixed charges for certain services of our managing clerk's office (such as

filings with courts or public agencies), notarial services (including remote notary services), and other services. Such charges reflect the fair value of such services. We incur outside charges on your behalf as your agent. You agree to pay these charges when due. We may require that you pay significant expenses directly or in advance. In some instances when we make advance payment on your behalf as a convenience, we may be entitled to incentives, rebates or rewards from our banks or credit card companies for using their services. Such arrangements lower our overhead and administrative expense and are not passed along to clients.

In some engagements, it is necessary to engage legal counsel in a foreign country. When we engage counsel in a foreign country on your behalf, we are not guarantors or indemnitors for such foreign counsel's work, nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist you specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy.

Terms of Payment

We will bill you on a regular basis, typically monthly, for both fees and other charges. Our fees and charges are due when you receive our statement. Also, if you do not pay us within 30 days of our statement or as otherwise agreed, you agree that we may discontinue providing services immediately and withdraw from representing you after providing reasonable notice of our intention to do so. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession related to any of the matters in which we have represented you, and any property recovered or obtained as a result of our work on your behalf. To the extent not prohibited by applicable law or court rule, you agree to pay us finance charges at the rate of six percent (6%) per annum on all fees and charges that you fail to pay within 30 days of our invoice(s) (or, if applicable, a later past due date agreed by us in writing). You agree to pay the costs of collecting your debt to us, including court costs, filing fees and reasonable attorneys' fees.

Security Retainers (Advance Deposits)

New clients of our Firm will ordinarily be asked to deposit a security retainer (an advance deposit) with the Firm. The Firm may also in its sole discretion at any time during our representation require existing clients to provide a security retainer based, for example, on past payment history, creditworthiness, increases in the scope or intensity of our work, or other factors that

may cause the Firm to conclude it is appropriate to do so.

If we require a security retainer from you, we will charge or draw against it for fees and other charges as our legal services are provided. We will issue regular statements to you describing the fees and other charges which have been deducted and the amount which must be paid to replenish the retainer to the agreed level. If the security retainer is insufficient to cover fees and other charges anticipated in the current and following month, or if the scope or intensity of our work is anticipated to increase, we may require that the balance be increased. At the conclusion of our legal representation, once we are fully paid, or at such time as the security retainer is no longer necessary or may appropriately be reduced, the remaining balance, if any, or a portion thereof, will be returned to you.

Funds Held in Our Trust Account

Any security retainer we receive from you will be held in our trust account until it is charged for fees and other charges or is returned to you. No interest is paid on amounts held by us in our trust account. In particular, court rules in jurisdictions in which we practice require that interest earned on pooled client trust accounts is payable to a charitable foundation established in accordance with the court's rule. While your security retainer is held by us in our trust account, it remains your property. You authorize us to apply it to any fees, expenses, or other charges that you owe us.

Other deposits that we receive to cover specific items, and any funds that we recover or receive in representing you, will also be held by us in our general trust account (without interest) and disbursed as provided in our agreement with you, or at your direction or as required by law, and you will be notified from time to time of the amounts applied or withdrawn. You grant us a security interest in any funds we receive and hold in trust for you (including any security retainer) to secure payment of any outstanding fees or other charges you owe us. Any amount remaining after disbursement or application to your account will be returned to you.

Identifying Conflicts of Interest

We maintain an electronic database relating to our client engagements which we use in evaluating and avoiding conflicts of interest. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent confirmed in writing. To allow us to identify and address potential conflict issues, you represent to us that you have identified for us all persons and entities that are or may become involved in the matter in which we are being engaged,

including all persons and entities affiliated with you whose interests could be affected. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter.

Waiver of Certain Potential Conflicts of Interest

As you are aware, we are a large law firm with multiple practices in multiple offices throughout the United States, and we represent many different clients in many different industries and countries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on your representation, we commit that we will not represent any other client in any matter adverse to you that is substantially related to a matter in which we represent you. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any representation adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter and future matters (if any), you consent and agree that we may be adverse to you on behalf of other clients in matters that are not substantially related to any matter we undertake on your behalf now or in the future. Such unrelated matters may include, but are not limited to:

- a. Agreements, business contracts, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings, including contract negotiations with you in which we represent another party, and preparation for other clients of contracts or other legal documents to which you will be a party or that may affect your rights or obligations, as well as related negotiations, subsequent amendments or disputes;
- b. Advice regarding the existence, scope or validity of your rights in real, personal or intellectual property and/or concerning the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- c. Advice and representation of our other clients regarding the existence or potential existence of legal claims that our other clients may have against you or that you may have against them, in disputes with you of any nature, or in claims our other clients may assert against you or you against them including litigation in a court, agency or other tribunal, and in arbitration or mediation.

- d. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of creditors, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor, debtor or other party in interest;
- e. Patents, copyrights, trademarks, trade secrets or other intellectual property matters; including advice to other clients regarding the existence, scope or validity of your rights in intellectual property and assistance in securing or protecting other clients' intellectual property in ways that may limit or constrain your rights;
- f. Real estate, zoning and environmental matters in which your interests in real property may be involved or adversely affected, or in which you may face liability for environmental contamination;
- g. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and,
- h. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others.

If at a later time you withdraw or modify this advance waiver in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these Terms of Engagement and the applicable Rules of Professional Conduct.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. For our part, we commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary. Of course, the foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment.

Our Non-Legal Affiliates

As further described below, you should be aware that our Firm has ownership interests in non-legal services businesses (the "non-legal affiliates"), and the services of such non-legal affiliates may be provided by Firm

personnel or others. Such non-legal affiliates may provide non-legal services to a party that is an adversary of yours in an unrelated matter in which the Firm is representing you. Such a party contracting with a non-legal affiliate is not a client of the Firm, but you should consider that our financial interest in the non-legal affiliate services to such party could give rise to a conflict of interest because of the potential influence on our independent judgment in our legal representation of you. This confirms your consent, in advance, to any conflict of interest that may arise by virtue of our Firm's economic interest in a non-legal affiliate providing services to a party adverse to you in a legal representation.

Should you engage a non-legal affiliate for non-legal services, that affiliate will provide its own contract for services to you. Such services are not governed by these Terms of Engagement. No lawyer-client relationship will exist (or could exist) between such entity and you, even if services by such non-legal affiliate are provided by personnel who are employed by or partners of our Firm. You should seek independent counsel to advise you on your contract with such non-legal affiliate. Because of our ownership interest, we will not represent you in entering into that contract. This confirms your consent, in advance, to any conflict of interest that may arise by virtue of our Firm's economic interest in a non-legal affiliate you engage for non-legal services.

Electronic Communications and Cloud Storage

We caution you that, to maintain the confidentiality and privilege of electronically stored or transmitted information and communications related to your legal matters, you should not use a computer, other electronic device, network or Internet address that is owned, controlled, or on which your communications may be accessed, by anyone other than you. This warning includes electronic venues provided by a hotel, a library, publicly available Internet, or even a shared home computer or employer-provided technology if you are engaging us as an individual rather than on behalf of your employer. Any device you use to communicate with us should be password protected and not accessible by any third party. You agree to let us know if you are sending any files or documents that contain sensitive or personal information so we can arrange to receive such information via secure file transfer. Additional documents such as a Data Processing Agreement ("DPA") may be required before we can receive or share such information.

You agree that both you and our Firm may use electronic devices and Internet services that are managed by third parties and which allow us to communicate with each other and share documents and information notwithstanding some risk that such communications and documents may be intercepted or

accessed by and disclosed to unauthorized parties. We will also store electronic data relating to our representation of you remotely with cloud-based data storage services managed by third parties. You understand that, while reasonable efforts may be taken to prevent inadvertent or unauthorized disclosure of, or access to, information relating to our representation of you, we cannot guarantee that no unauthorized access will occur. You agree that the benefits of using these technologies outweigh the risks of unauthorized or inadvertent disclosure and that the Firm is not responsible for the unauthorized access of information sent via these services. Our use of such technology may include unencrypted email, messaging, mobile phones, voice over Internet, electronic data/document websites or storage or transfer services, video conferencing, and other technology in which your documents and information are transmitted, stored or processed using off-premises or cloud-based services managed by third parties.

Use of Artificial Intelligence

Artificial Intelligence ("AI") describes computer technology with varied abilities to analyze and generate data to find patterns, reach conclusions and predict future behavior, or to create text or images based on data and inputs provided. We may employ AI or tools that incorporate AI including to increase efficiencies and reduce costs when performing certain legal and non-legal tasks. The Firm has a protocol regarding any use of AI. You agree that we may utilize AI in connection with our representation of you consistent with Firm protocol and the Rules of Professional Conduct.

Privacy Notice and Data Security

During the course of this engagement, the Firm may collect and process personal information relating to the matters in which we are representing you. You agree you have all legal rights necessary to provide any personal information you provide to us for use and processing consistent with the terms of our engagement and agree to execute a DPA and similar compliance agreements with the Firm where required. You agree to provide only the minimum amount of personal information necessary for us to perform our legal services and to take measures to protect and secure all sensitive, confidential, and personal information. Our collection and processing of personal information is further governed by the firm's Privacy Notice at btlaw.com/privacy-policy, as well as applicable privacy and data protection laws, regulations, and codes of professional conduct.

You agree you are responsible for providing all physical, technical, administrative, and organizational safeguards necessary to secure and protect any information under your control relating to our

engagement and are responsible for the breach of any security of information caused via your or your affiliates' or third party service providers' systems. You agree to immediately and without undue delay report and take steps to mitigate any actual or attempted security incident or breach of security of data related to or which could affect you, the Firm, or our representation of you in any manner.

Certain laws may require your consent before we may send you certain electronic communications. These electronic communications include, among others, announcements, briefings on legal developments, and invitations to seminars and other events. In connection with your engaging us to render legal services, you consent to our sending you these electronic communications. You may withdraw your consent (or update your profile information) at any time by using the unsubscribe link in a communication or by notifying us at privacy@btlaw.com.

Certain Client Responsibilities

You agree to cooperate fully with us, to provide promptly and candidly all information (including documents and electronic data) known or available to you that is relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data and communications. You must ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. If you have questions, you should discuss these issues with us at the outset of our engagement involving any claim or litigation or as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request.

Use of Publicly Available Information

We will protect nonpublic, confidential information related to your representation in accordance with our professional obligations. To best serve all of our clients, however, it is helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, unless you specifically instruct us to the contrary, you authorize us to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g., in public filings, government publications, press releases, on the Internet).



Consultations with Firm Legal Counsel

In part because of the number of clients we represent and the complexity of the matters in which we are engaged, issues may arise from time to time that involve questions as to our duties as lawyers, including under the professional conduct rules. Such questions might include, for example, issues raised because of a disagreement between us and a client over the handling of a client's matter. Under normal circumstances when such issues arise, we would seek advice from our in-house legal counsel who have deep experience in such matters. We consider such consultations to be attorney-client privileged communications between firm personnel and legal counsel for the firm. Accordingly, you agree that if we determine in our own discretion during the course of the representation that it is helpful to consult with our firm counsel, we may do so on the understanding that you agree that these communications are privileged and confidential to the firm.

Termination and Withdrawal

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your responsibility for payment of fees and other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct that require or allow us to withdraw from representing a client in various circumstances. These may include any circumstances in which withdrawal can be accomplished without material adverse effect on the interests of the client. Among other circumstances that may give rise to withdrawal, subject to the Rules of Professional Conduct, we may withdraw from representing you if you do not fulfill your obligations to us, including failure to pay our fees and charges, or if we determine that our relationship has become impaired, such as by your failure to follow our advice relating to a representation.

Unless previously terminated, our representation of you in any matter terminates upon our completion of the services you retained us to perform. Generally, this will be indicated by your receipt of our final statement for services rendered on that matter. In general, our representation shall be deemed completed if there is no billable work for a period of six months and there are no ongoing appeals or proceedings.

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will

discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are strongly encouraged to keep your own files related to our representation, especially important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. You hereby agree that we may require such payment before delivering such materials, to the extent allowed by applicable Rules of Professional Conduct. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

Our representation of you in any matter is limited to that specific matter, and will not give rise to any ongoing attorney-client relationship. After our representation of you in any matter has ended, we may from time to time represent you in such subsequent matters as you may request. However, we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after our representation has concluded or terminated. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, the terms of engagement stated in this document and our engagement letter will apply.

If our Firm or any of our lawyers or staff are named as a party, or are subpoenaed or otherwise lawfully compelled to respond or produce evidence or appear in a legal proceeding or deposition relating to our services performed for you (excluding claims for lawyer misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and expenses incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After our representation of you in any matter has ended, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.

Request for Proposal to Lease Land for Farming

Pursuant to Indiana Code 36-7-14-22

Thomas J Murphy III (253 E 1400 N, Chesterton, IN) is requesting to lease the property at **500 N, Valparaiso** for the **2025-2026** crop year.

I am a self-employed farmer who began farming on my own in 2014. I worked for a farmer from 2000 who was preparing for retirement prior to leasing and farming own my own. Being a farmer has been a lifelong dream and commitment. In 2023, I was named Conservationist Farmer of the year by Porter County.

Each year, I rotate crops on farms to save on commercial fertilizer. For example, farm was previously planted to soybeans in 2023, I would plant that farm to non-gmo corn in 2024. I plan on continuing to plant corn and soybeans in 2025 and 2026 based on the appropriate rotation of crops in each particular field and farm from the prior year.

I propose a lease on the property at **500 N, Valparaiso** for **2025-2026** as a cash rent bid. My bid for the lease of these land for farming would be based upon the amount of total tillable acres. This cash bid would be **\$185/tillable acre**. The amount would be paid to **Valparaiso Redevelopment Commission** in full on **April 1, 2025**. Payment for the second year of the lease would be paid on **April 1, 2026**.

The farming practices used for this land would be comparable my current farming practice. Our farm utilizes no till and cover crops to maintain soil integrity. This allows me to lower the amount of man-made fertilizers spread on farmland. By foliar feeding the crops, I am able to use the minimum fertilizer necessary for maintaining a good crop without using excess amounts. Newly innovative technology, recent education, and state of the art equipment ensure that application is appropriate and custom for each field. I combine tissue samples and scouting to complement the process and determine the correct need individually. By integrating these practices into our farming each year, I can assure land owners and myself that I am using only the amounts of chemistry and fertilizers necessary.

I have been a member of the Porter County Soil and Water board for 3 years because I feel it is important to conserve the land we live on and around. I am a member of the Shirley Heinz advisory board working to teach and educate individuals on best farming practices. I hope that these farm procedures will become more widely used by other farmers. By changing our methods, we can help to conserve farmland and protect the surrounding environment. I am a member of the Indiana Corn Growers Association (ICGA) for 5 years. With this association, I have the opportunity to serve and lobby with local, state, and nationwide government officials to keep farming sustainable. I am invested in farming as a career and a lifestyle. By staying up-to-date on the newest and best practices, by continuing my own education and applying this into my farm, and by lobbying for the career of farming, I hope to be able to keep farming as a career available for my children and the younger generation of aspiring farmers.



Thomas J Murphy III

Land Lease Proposal Letter

January 3rd, 2025

Johnson Brothers

292 E 500 N, Valparaiso, Indiana, 46383

219-241-2500

Johnsnbrothers@gmail.com

To, Valparaiso Redevelopment Commission,

I am writing to submit my formal proposal for leasing land for agricultural purposes in 2025 and 2026 at the approximate location of 500 North, Valparaiso, IN. Below, I have outlined the key information you requested as part of the proposal process.

1. Legal Name, Address, and Telephone Number

The legal name of the respondent is Gregory Wayne Johnson. My contact information is as follows:

- Address: 292 E 500 N, Valparaiso, IN, 46383
- Telephone Number: 219-241-2500
- Email: Johnsnbrothers@gmail.com

2. Respondent's Farming Experience

I have 45 years of experience in farming and agriculture, specializing in grain farming with practice in livestock management which includes beef cattle and market lambs. Over the years I have successfully managed corn and soybean operations, with a particular emphasis on sustainable farming practices and efficient use of resources. I have a proven track record of respectable yields and maintaining good soil health through various farming practices.

3. Proposed Crops to be Planted in 2025 and 2026

For the 2025 and 2026 seasons, I propose to plant the following crops on the leased land:

- **2025:** Soybeans and corn in rotation. Winter wheat as a cover crop following soybeans.
- **2026:** Soybeans and corn in rotation. Winter wheat as a cover crop following soybeans.

I intend to select crops based on optimal growing conditions and market demands, with a focus on maximizing the yield while preserving the quality of the soil.

4. Proposed Lease Terms

Based on the number of acres to be farmed, I proposed the following lease terms:

- Total acreage to be farmed: 159.99 acres
- Proposed lease term: two years (2025 and 2026) with possible extension
- Annual rent: \$190 per acre
- Payment schedule: Our proposed scheduling of payment would be to keep it the same as our previous lease terms. Each year of the proposed lease our first payment is \$1,000 on or before June 15, 2025, with the remaining balance of \$30,400, due on or before December 31st, 2025. Same payment terms follow for 2026.

5. Proposed Farming Techniques

In the proposed farming operations, I plan to utilize the following farming techniques to ensure high productivity while promoting sustainability:

- Fertilizers: On our corn crop, we intend to apply preplant dry fertilizer, such as potash and phosphate as needed. Additionally, we intend to knife in anhydrous ammonia preplant as needed for increased nitrogen levels in our corn crop. On our soybean crop, we intend to preplant apply dry fertilizer, such as potash and phosphate as needed.
- Chemicals: For our corn and soybean crops pesticide usage we generally do not apply any pesticides, because the corn is genetically rootworm resistant. For our crop herbicide usage we generally preplant glyphosate and apply a postplant glyphosate with a combination of slightly different chemicals to maintain control of round-up resistant plants as necessary.
- Tillage and Crop Rotation: We intend to no till both our soybean and corn crop. For our crop rotation plans we intend to rotate corn and soybeans annually with winter wheat as a cover crop. Additionally, based on the hilly ground, we intend to preserve previous existing grassed waterways, along with installing grassed waterways where necessary.

I will ensure that all farming techniques are applied in compliance with local agricultural regulations and best practices to maintain soil health and minimize environmental impact.

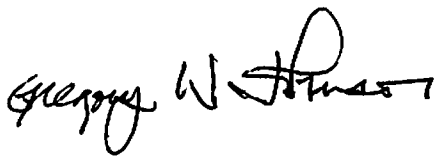
6. Additional Information

For additional information, I felt it would be of utmost importance to provide the history of our family farm, along with what this land means to us, in order for your decision to be best informed. Our farm dates all the way back to the 1890s. However, Johnson Brothers began what it is today, through my grandfather Arthur Johnson. Arthur Johnson was the father of four; Janet, Art, Eugene, and Loren. The three sons of my grandfather were able to further develop Johnson Brothers to make it what it is today. While raising his children, Arthur made it a life goal to instill the lessons of hardwork and perseverance to allow his family farm to last generations. Farming for the Johnsons is not about money or glamour, but doing it because it's a love passed down generation after generation where the goal is to do something passionately while positively impacting our community and feeding America. Now, my sons Tyler, Zack, and Cody, have been presented with the opportunity to be the next Johnson Brothers. Which is why continuing to lease the land my grandfather, father, and uncles spent countless hours in, means so much.

This land was passionately farmed by Johnson Brothers for nearly 100 years until 2020 when the city purchased the ground for development. When the city approached our farm in 2023 asking us to farm the ground, the land was overgrown with trees and brush and in desperate need of maintenance, however we were beyond grateful to have the opportunity to farm it again. When we signed the lease, we quickly began working to restore the land to what it was before the city purchased it. The upkeep and successful crop Johnson Brothers has farmed on this land in even these few short years is an example enough of why we make the best candidate for this lease agreement.

Any questions or concerns I will be available and eager to help. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory W. Johnson". The signature is written in a cursive, flowing style with a large initial "G".

RFP Proposal

Matthew L. Goetz

594 East 400 North

Valparaiso, IN 46383

Farming Experience:

Our farm has been in Washington Twp. Since 1903. It is a 6th generation family farm that continues to farm in the Valparaiso area. I have been on our family farm my entire life and I started my farming career in 1994 renting my first 42 acres. I now currently farm with my brother, two cousins, and my son in and around the Valparaiso area.

We all work together to get the farming done, each person specializing in a certain operation to plant, maintain, and harvest a crop. With this team of people, I have high confidence in raising a high yielding crop and getting the work done in a timely manner.

Proposed Crops:

We will be planting a mixture of corn and soybeans for the 2025 and 2026 crop year. Winter wheat may be an option if market conditions dictate. We will look at what crop was planted in each field in 2024 and decide if the field will be rotated to corn or soybeans for the 2025 crop year. It looks like 91.69 acres of corn and 68.29 acres of beans was planted in in 2024 by the previous tenant. We plan on moving towards a 50/50 or 60/40 rotation of corn/soybeans for 2025 and 2026. Market price and crop profitability will play a role in crop rotation decision making.

Lease terms:

There is **159.99** tillable acres shown on the provided field maps. We will pay **\$245.00** per tillable acre for both the 2025 and 2026 crop year. The total amount paid each year shall be **\$39,200.00**. We are flexible on when payments are due. Typically, we have paid land leases ½ due April 1st and ½ due November 1st of each

crop year. We are also willing to pay in full April 1st if so desired by the Valparaiso Redevelopment commission.

Farming techniques:

On our farm we are predominately 100% no-till. However, there are certain situations that require a tillage pass, either to manage crop residue, to dry out soil in a wet spring, or to smooth soil out due to ruts or rough soil. Sometimes when a tillage pass is needed, we use a vertical tillage tool that has minimal soil disturbance. This aids in less soil erosion if a tillage pass is needed.

We use modern fertilizers and herbicides to produce a high yielding crop and control weeds while maintaining good stewardship of the land. We use variable rate technology to apply fertilizer based on what soil tests dictate to maintain proper soil fertility. This helps us to not “over apply” fertilizer and maintain a balance between profitability and soil fertility.

Fertilizers used in corn:

10-34-0 with sulfur and micronutrients as a starter fertilizer applied at planting.

Potash and Phosphate are broadcast spread using variable rate technology according to soil tests recommendations.

28% nitrogen with herbicide pass

Anhydrous Ammonia applied as a side dress application in crop

Fertilizer used in soybeans:

Potash and Phosphate are broadcast spread using variable rate technology according to soil tests recommendations.

Chemical use:

We will apply commonly used farm chemicals to control weeds, insects/bugs, and plant diseases as needed to produce a high yielding crop. A more detailed list will be provided to the Valparaiso Redevelopment Commission if so desired. It is

important to have good weed control so the land being farmed will provide a reasonable yield and not let noxious weed seed spread.

Other Relevant Information:

We have been farming the Creekside-250W property for over 20 years. This property is owned by the Valparaiso Park Department and we have worked well with them over the years.

Our home farm is within 3.5 miles of the 500 North property which I feel will help us in managing this land to the highest level.

We also have the ability (bat wing mower) to keep grass areas/field edges mowed and trimmed to keep property looking nice throughout the year.

I have access to source and sell small seeds and native seed mixes if the Valparaiso Redevelopment Commission and/or Valparaiso Parks and Recreation Department needs access to that for the areas described on property.