CITY OF VALPARAISO

Redevelopment Commission

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

RDC MEETING AGENDA: Thursday, June 12, 2025

4:45 p.m. Executive Session: The Valparaiso Redevelopment Commission will meet in Executive Session at 4:45 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.

5:00 p.m. (Immediately following Executive Session, whichever occurs later)

NOTICE: The Redevelopment Commission will meet on Thursday, June 12th. This meeting will be held by the Valparaiso Redevelopment Commission at Valparaiso City Hall, 166 W. Lincolnway, Valparaiso, Indiana on **June 12, 2025 at 5:00 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. Approval of Meeting Minutes
    a. June 12, 2025 Executive Session Minutes (Bill Durnell)
    b. May 8, 2025 Meeting Minutes (Bill Durnell)
2. Approval of Claims Register and Financial Report (George Douglas)
3. Parking Lot Easement – Lincoln Highway Garage (Patrick Lyp/George Douglas)
4. Donation of Property to Porter County Career Technical Education (George Douglas)
5. Funding request for 357 & 359 Lincolnway & 360 Indiana Ave (George Douglas)
6. Dash Operations Funding Request (Bob Thompson)
7. Masterplan Discussion (George Douglas)
    a. Park 30 Masterplan
    b. Eastside Masterplan
8. Project Spreadsheet update (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) 5:00 P.M.

- July 10, 2025
- August 14, 2025

VALPARAISO REDEVELOPMENT COMMISSION
Regular Meeting Minutes
May 8, 2025

The regular meeting of the Valparaiso Redevelopment Commission was called to order at 5:07 p.m. on Thursday, May 8, 2025, Vice President Barbara Domer presided.

Members present were: Barbara Domer, Bill Durnell, Trish Sarkisian and Diana Reed. Also present were Director of Development George Douglas, City Attorney Patrick Lyp, City Administrator Bill Oeding, Engineering Director Max Rehlander, Kyle Becich, Principal Portage County Career & Technical Education, Sandy Bodnar, Executive Director, Porter County Education Services, Dr. Nick Allison, Assistant Superintendent for Secondary Education Valparaiso Community Schools, Dr. Aaron Case, Superintendent, East Porter County Schools and members of the public. Rob Thorgren and Frank Dessuit were not in attendance.

ITEM #1- MINUTES (12:49):
Mr. Durnell stated Commission members met for the Executive session.

Motion: Mr. Durnell moved to approve the May 8, 2025, executive meeting minutes. Ms. Sarkisian seconded. A voice vote was unanimously carried.

Mr. Durnell reported copies of April 10, 2025, 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 April 10, 2025, meeting minutes. Ms. Sarkisian seconded. A voice vote was unanimously carried.

ITEM #2 CLAIMS REGISTER AND FINANCIAL REPORT (14:22):
Mr. Douglas reported that the Commission was sent the May 2025 Claims Registers and April Financial Report prior to the meeting. Mr. Douglas highlighted a few key claims and noteworthy items in the Claims Register and Financial Report.

Discussion from Commission members ensued. Questions and items of discussion included:
- A clarification was made regarding the Sports Park bond lease is a historical name, there will not be a sports park and the funds are retained by the city, not the commission.
- When will the report from MKSK be completed?
- What is included in the debt management payment to Baker Tilly?
- A clarification was made about the yearly stipend for the 3 Commission members appointed by the mayor.

City staff answered and addressed questions and discussion items.

Motion: Ms. Sarkisian motioned to approve the May Claims Register and the April Financial report. Ms. Reed seconded the motion. A voice vote was unanimously carried.

ITEM #3 SCHOOL CHALLENGE GRANTS: (21:03)
Mr. Douglas welcomed presentations for this year's School Challenge Grant applications, including submissions from Porter County Career and Technical Education and Porter County Educational Services (SELF) School for the first time, Valparaiso Community Schools and East Porter County School Corporation. Each organization prepared strong applications outlining their intended use of funds. The purpose of the presentation is to allow the Commission to review the proposals, ask questions, and consider approval to move the process forward.

Mr. Becich, Principal of the Porter County Career Center, presented a proposal to expand and update the radio and television classroom. The program has experienced significant growth, offering students valuable real-world experience through partnerships with organizations such as Jed TV, Valparaiso University, and ESPN. Students have been involved in live streaming local sports events, including Valparaiso football, and have had opportunities to visit professional broadcasting control rooms. The core of the grant request is to address outdated equipment and a lack of sufficient workstations in the classroom. Currently, students often share computers; sometimes two to three per device; which limits their hands-on time with projects and slows progress on assignments. The proposed technology upgrade would ensure each student has their own dedicated workstation, enhancing their ability to collaborate, create, and produce media content at a professional level. This investment would better prepare students for careers in broadcasting, production, and digital media by giving them more equitable access to tools and learning time.

Mr. Becich also highlighted the growth and success of the Porter County Career Center's Fire Science program. The course has gained substantial interest among students, bolstered by active engagement on social media and hands-on experiences like "Burn Day," where students train in full gear at the MAAC Foundation's controlled burn facility. These real-world training opportunities have been highly visible and have contributed to increased enrollment. Currently, the program boasts a 90% pass rate among participants, demonstrating both student commitment and instructional quality. To support this continued growth and meet the increasing demand, the Career Center is requesting funds for additional fire safety equipment. The investment in equipment is essential to scale the program and ensure students are fully equipped for training in fire service careers.

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

- How many classrooms are there for the radio classes?
- Whether graduates in the program go directly into the field or go on to college?
- What type of computers are currently used?
- How many large screens will be purchased?

Motion: Ms. Sarkisian moved to approve the Porter County Career Center's Challenge Grant application in the amount of $50,000. Ms. Reed seconded. A voice vote was unanimously carried.

Ms. Bodner, Executive Director of Porter County Education Services, presented key elements of this year's Redevelopment Commission grant application, which supports technology and sensory needs for students served through their specialized programs. PCES currently serves 185 students, with 99 coming from Valparaiso and East Porter County.

The proposal includes funding for 24 Chromebooks for diploma-bound students at the South School facility, supporting their growth in academic and life skills programs. These devices have become essential tools, especially since COVID, not only for student learning but also for increasing family engagement through virtual conferences. Each Chromebook would come with protective accessories to extend their durability.

Additionally, the request includes laptops to pair with existing interactive whiteboards in the 15 classrooms. These dedicated laptops would free up teacher devices currently being used for IEPs and administrative work. Whiteboards have significantly increased student engagement across academic and music lessons, and additional units are requested for shared spaces such as the library, sensory room, art room, CTE classroom, and boardroom. These would enable more group learning opportunities and instructional flexibility.

Lastly, the proposal requests sensory egg chairs for five classrooms serving students with autism. These calming, sound-dampening chairs allow students to manage sensory needs while remaining in the classroom and engaged in instruction. The goal is to proactively support students without removing them from the learning environment.

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

- Does the school currently have interactive whiteboards in the classrooms?

City staff answered and addressed questions and discussion items.

Motion: Ms. Reed moved to approve the Porter County Education Services Challenge Grant application in the amount of $50,000. Mr. Durnell seconded. A voice vote was unanimously carried.

Mr. Allison, Assistant Superintendent for Secondary Education at Valparaiso Community Schools, presented key elements of this year’s Redevelopment Commission grant application, which supports both elementary and secondary initiatives. He noted that while in-person learning remains a top priority, the grant continues to play a critical role in sustaining the district’s one-to-one device program. This initiative not only ensures students have access to technology but also provides essential connectivity through Wi-Fi hotspots, bus Wi-Fi, and backpack routers; resources that have significantly enhanced educational equity and continuity, especially during and following the COVID-19 pandemic.

At the elementary level, the grant seeks funding to expand 3D printing within STEM programs at all eight elementary schools. This expansion will allow students to move from basic printing to more complex design and problem-solving experiences, supporting hands-on, project-based learning at an early age.

At the high school level, funding is requested to update MacBooks in the art department. These devices are vital for digital art production, particularly within AP and IB programs, and are also used in conjunction with the district-wide Adobe Creative Suite license to support student creators across disciplines. Additionally, the grant includes support for the continued use of the Anatomage Table in the biomedical science program.

Mr. Allison shared a compelling student success story to highlight the real-world impact of these resources. A student who transferred into the district as a freshman with a 1.8 GPA engaged deeply with the biomedical science track—especially the hands-on experiences offered through the Anatomage Table—and has since raised her GPA to a 3.8. She is now graduating with a full scholarship to pursue forensic science in college. Her journey exemplifies the life-changing opportunities this grant helps make possible.

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

- What features the anatomage table has?
- What happens to the waste from the 3-D printers?

City staff answered and addressed questions and discussion items.

Motion: Ms. Reed moved to approve the Valparaiso Community Schools Challenge Grant application in the amount of $441,278.17. Mr. Durnell seconded. A voice vote was unanimously carried.

Dr. Case, Superintendent for East Porter County Schools reported East Porter County has a tradition of using Redevelopment Commission grant funds to help offset the cost of Chromebooks. This year's request includes support for our 5th and 9th grade students. In addition, the school district will be launching a new Advanced Manufacturing course. Levels 100, 101, and 102. The requested funding will be used to purchase a Skill Boss hydraulics unit, which is a compact, hands-on training system that mimics what students would see in real-world manufacturing settings. Mr. Lichtenberger, the Industrial Tech teacher, is leading the charge. He's passionate, already enrolled in summer training, and working with local companies to create strong student-industry connections. Dr. Case stated this is just phase one, but it's an important step in preparing the students for success in the workforce.

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

- Whether the 101 level classes are college level.
- A clarification was made about the funding amounts for each of the grant applications.

City staff answered and addressed questions and discussion items.

Motion: Mr. Durnell motioned to approve East Porter County Schools Challenge Grant application in the amount of $158,271.82 Ms. Reed seconded the motion. A voice vote was unanimously carried.

ITEM #4 REQUEST FOR PAVING FUNDS AND USE OF PARCEL FOR STORMWATER: (52:17)

Mr. Rehlander introduced Daniela Martins, a deputy engineer who joined the team in January. Ms. Martins has been contributing significantly to the paving improvement projects and assisted in preparing the map presented during the meeting. Ms. Martins distributed a map outlining planned improvements. City staff are requesting funds to pave Bush Street from Napoleon Street East to Calumet. Also, request was made to use a 20' x 40' green space area (currently without trees) for ponding, located between Lafayette Street and Washington Street on the north side of the road.

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

- What is being proposed for the area with ponding water?
- Will that area become a rain garden?
- Is there a curb present at the location?
- How will stormwater pass through the curb?
- What type of drainage structure will be used?
- Will pedestrians still be able to walk on the north side of the street?
- Clarification was requested regarding the scope of paving on Bush Street; does the request include the stretch from Washington to Calumet, or just from Washington to Napoleon?
- Will the Washington to Calumet portion of Bush Street be funded through other local sources, and what is the estimated cost for this segment?
- Was the road assessed and if so, what was the Paser rating?
- Since Lafayette and Washington are being addressed this year, can you provide details on the planned work for those streets? Additionally, will the Bush Street project occur around the same time, or on a separate timeline?
- Is the section of Washington north of the railroad tracks excluded from the project because it is concrete?

City staff answered and addressed the questions and discussion the items.

Motion: Ms. Reed motioned to approve the Parking Lot User Agreement. Mr. Durnell seconded the motion. A voice vote was unanimously carried.

ITEM #6 STAFF REPORT – RAZING STRUCTURES AT 357 & 359 LINCOLNWAY AND 360 INDIANA AVE: (62:02)

The commission now owns the vacant properties at 357 Lincoln Way, 359 Lincoln Way, and 360 Indiana. Due to public safety concerns, city staff have coordinated with Building Commissioner Vicki Thrasher and Ken Corneil from the Project Management Office to prepare demolition plans. The project is expected to go out to bid pending Board of Works approval, with bid opening scheduled for May 23.

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

- Can you explain the approval process for the demolition project, specifically why it is coming to the Redevelopment Commission first?
- Where will the funding for the demolition project come from?
- Will that area become a rain garden?
- Is there a curb present at the location?
- How will stormwater pass through the curb?

City staff answered and addressed the questions and discussion the items.

ITEM #7 LANDSCAPING PROPOSAL RATIFICATION: (64:55)

The commission reviewed two lawn maintenance proposals: one from K & D for $15,900 and another from Lake Shore Landscaping for $14,614.99. Lake Shore Landscaping was selected as the winning bidder and has already begun work. The commission is now ratifying the lawn maintenance agreement with Lake Shore Landscaping for services at the TOD.

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

- Is this the same area that has been landscaped in the past?
- It was noted that the approved price with Lake Shore Landscaping is consistent with last year's pricing.

City staff answered and addressed the question and discussion item.

Motion: Mr. Durnell motioned to ratify the Landscaping Proposal. Ms. Reed seconded the motion. A voice vote was unanimously carried.

ITEM #8 OTHER BUSINESS: (67:14)

A contract with FE Moran for fire equipment maintenance at the Regal Beloit building was presented. Ken Corneil oversees the building and coordinated the service. Although there was consideration to decommission the fire sprinkler system, it was decided to keep it operational due to active remediation and building occupancy. FE Moran, with a history of maintaining the equipment, provided a quote of approximately $6,803 for a one-year service agreement covering quarterly inspections and necessary maintenance. Approval of the contract was requested.

Discussion from Commission members included:

- Whether this contract is just for the sprinkler system.

City staff answered and addressed the question and discussion item.

Motion: Ms. Sarkisian motioned to approve the 1-year agreement with FE Moran. Ms. Reed seconded the motion. A voice vote was unanimously carried.

Regarding the recently approved farm lease, a beaver dam issue on the creek running through the property is causing flooding and impacting planting efforts. The farmer, Matt Goetz, raised concerns, prompting coordination with engineering and stormwater officials. A licensed trapper has been identified to remove the beavers at a cost of approximately $100 per animal. Once the beavers are removed, the dams can be cleared. Efforts will be coordinated with Public Works or the farmer, and an agreement will be brought forward once a proposal is finalized.

Discussion from Commission members included:

- Was the beaver there last year?
- Would the beaver dam flooding issue be a concern if the property were not farmland?

City staff answered and addressed the question and discussion item.

An update was provided on the West Street Corridor Plan. Phase one, the initial assessment and opportunity analysis, has been completed by consultants MKSK. Phase two, the final phase, is expected to take six to eight months and will include multiple stakeholder and public engagement opportunities. Completion is anticipated in the fall.

Discussion from Commission members included:

- Have the consultants been updated on the lift station location?

An update was given on future development planning with no action needed. Regarding the TIF district, potential properties for inclusion, not removal, have been identified. A detailed report will be presented at the next meeting to begin the public review process.

Discussion from Commission members included:

- Will City Council be involved in the process?

ITEM #9 PUBLIC COMMENT: (75:11)
Councilman Cotton expressed appreciation for the board's consideration of the Porter County Educational Facilities. He raised concerns about the condition of Bush Street from Calumet to Washington and questioned whether this segment is included in the current paving plan. He also requested further discussion on the pollution mitigation and navigability aspects of the proposed five-point roundabout at the intersection. He questioned whether the proposed roundabout is necessary for pollution mitigation and requested an analysis comparing it to alternative options, such as widening the existing four-way intersection to maintain pedestrian access.

ITEM #10 ADJOURNMENT: (82:35)
Staff said they had no further items for the Commission's consideration. Ms. Reed motioned to adjourn the meeting with Mr. Durnell seconding. A voice vote was unanimously carried. The meeting was adjourned at 6:22 p.m.

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Bill Durnell, Secretary

Date: 06/05/2025 03:04:08 PM
APVREGISTER.FRX

Accounts Payable Register

APV Register Batch - RDC JUNE 12, 2025 CLAIMS 7134-7174
All History
Grouped By Fund Number, Appropriation, APV Number
Ordered By Appropriation, APV Number

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
**Fund Number 4445 RDC CONSOLIDATED AREA (TIF)										
**Appropriation 4445020307.000 RDC TIF - BOND OBLIGATIONS										
**APV Number 7140										
06/05/2025	7140	BANK OF NEW YORK MELLON		4445020307.000	RDC TIF - BOND OBLIGATIONS	TAX INCREMENT REV BONDS SERIES 2015A, INTEREST	36160.00	8711	06/05/2025	
06/05/2025	7140	BANK OF NEW YORK MELLON		4445020307.000	RDC TIF - BOND OBLIGATIONS	TAX INCREMENT REV BONDS SERIES 2015A, PRINCIPAL	45000.00	8711	06/05/2025	
SubTotal APV Number 7140							81160.00			
**APV Number 7141										
06/05/2025	7141	US BANK TRUST COMPANY, NATIONAL ASSOCIATION		4445020307.000	RDC TIF - BOND OBLIGATIONS	TAX INCREMENT REV BONDS SERIES 2023B ANCO, INTEREST	75000.00	8708	06/05/2025	
06/05/2025	7141	US BANK TRUST COMPANY, NATIONAL ASSOCIATION		4445020307.000	RDC TIF - BOND OBLIGATIONS	TAX INCREMENT REV BONDS SERIES 2023B ANCO, PRINCIPAL	57224.00	8708	06/05/2025	
SubTotal APV Number 7141							132224.00			
**APV Number 7142										
06/05/2025	7142	HUNTINGTON NATIONAL BANK		4445020307.000	RDC TIF - BOND OBLIGATIONS	LEASE RENTAL REVENUE BONDS SERIES 2022	907000.00	8704	06/05/2025	
SubTotal APV Number 7142							907000.00			
SubTotal Appropriation 4445020307.000							1120374.00			
**Appropriation 4445020310.000 RDC TIF - PROFESSIONAL SERVICES										
**APV Number 7150										
05/06/2025	7150	CENDER & COMPANY LLC		4445020310.000	RDC TIF - PROFESSIONAL SERVICES	PROFESSIONAL SVCS, APRIL	2161.25	8716	06/12/2025	
SubTotal APV Number 7150							2161.25			
**APV Number 7151										
05/06/2025	7151	BARNES AND THORNBURG, LLP		4445020310.000	RDC TIF - PROFESSIONAL SERVICES	2025 LOBBYING COMPLIANCE FEE	1500.00	8723	06/12/2025	
06/06/2025	7151	BARNES AND THORNBURG,		4445020310.000	RDC TIF - PROFESSIONAL	LOBBYING MAY	3000.00	8723	06/12/2025	

Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
		LLP			SERVICES					
SubTotal APV Number 7151							4500.00			
SubTotal Appropriation 4445020310.000							6661.25			
**Appropriation 4445020311.000 RDC TIF - UTILITY IMPROVEMENTS										
**APV Number 7152										
05/06/2025	7152	DLZ INDIANA, LLC		4445020311.000	RDC TIF - UTILITY IMPROVEMENTS	PROFESSIONAL SVCS THRU 4/18/25, VCU MARSH ST LIFT STATION	11150.00	8721	06/12/2025	
SubTotal APV Number 7152							11150.00			
SubTotal Appropriation 4445020311.000							11150.00			
**Appropriation 4445020312.000 RDC TIF - VALPONET										
**APV Number 7134										
05/06/2025	7134	NITCO		4445020312.000	RDC TIF - VALPONET	VALPONET BUSINESS INTERNET 5/1-5/31	84.95	8697	05/06/2025	
SubTotal APV Number 7134							84.95			
**APV Number 7143										
06/05/2025	7143	NIPSCO		4445020312.000	RDC TIF - VALPONET	10 NAPOLEON 4/16-5/16	69.80	8706	06/05/2025	
SubTotal APV Number 7143							69.80			
**APV Number 7144										
06/05/2025	7144	NITCO		4445020312.000	RDC TIF - VALPONET	BUSINESS INTERNET, VALPONET 6/1-6/30	84.95	8707	06/05/2025	
SubTotal APV Number 7144							84.95			
**APV Number 7153										
05/06/2025	7153	COM-CONTROL INC		4445020312.000	RDC TIF - VALPONET	INVOICING, SURFAIR ORDERS, RFI	375.00	8727	06/12/2025	
SubTotal APV Number 7153							375.00			
**APV Number 7154										
05/06/2025	7154	MIDWESTERN ELECTRIC INC		4445020312.000	RDC TIF - VALPONET	APRIL FIBER MAINTENANCE	200.00	8725	06/12/2025	
SubTotal APV Number 7154							200.00			

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
**APV Number 7155										
05/06/2025	7155	GGNET, INC		4445020312.000	RDC TIF - VALPONET	MONITORING FIBER STRANDS, JUNE	260.00	8730	06/12/2025	
SubTotal APV Number 7155							260.00			
SubTotal Appropriation 4445020312.000							1064.70			
**Appropriation 4445020315.000 RDC TIF - INDUSTRIAL INFRASTRUCTURE										
**APV Number 7135										
05/06/2025	7135	VALPARAISO CITY UTILITIES		4445020315.000	RDC TIF - INDUSTRIAL INFRASTRUCTURE	905 LAFAYETTE 3/15-4/16	773.06	8698	05/06/2025	
SubTotal APV Number 7135							773.06			
**APV Number 7136										
05/06/2025	7136	NITCO		4445020315.000	RDC TIF - INDUSTRIAL INFRASTRUCTURE	REGAL BLDG INTERNET & PHONE 5/1-5/31	134.90	8699	05/06/2025	
SubTotal APV Number 7136							134.90			
**APV Number 7139										
05/21/2025	7139	NIPSCO		4445020315.000	RDC TIF - INDUSTRIAL INFRASTRUCTURE	REGAL BELOIT-908/909 LAFAYETTE 4/7-5/7	32525.25	8702	05/21/2025	
SubTotal APV Number 7139							32525.25			
**APV Number 7144										
06/05/2025	7144	NITCO		4445020315.000	RDC TIF - INDUSTRIAL INFRASTRUCTURE	BUSINESS INTERNET & PHONE, REGAL 6/1-6/30	167.16	8707	06/05/2025	
SubTotal APV Number 7144							167.16			
**APV Number 7145										
06/05/2025	7145	VALPARAISO CITY UTILITIES		4445020315.000	RDC TIF - INDUSTRIAL INFRASTRUCTURE	905 LAFAYETTE ST 4/16-5/16	817.38	8709	06/05/2025	
SubTotal APV Number 7145							817.38			
**APV Number 7156										
05/06/2025	7156	AON RISK SERVICES CENTRAL, INC		4445020315.000	RDC TIF - INDUSTRIAL INFRASTRUCTURE	ENVIRONMENTAL SITE LIAB POLICY 2/5/25-2/5/30	131712.50	8720	06/12/2025	

Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
SubTotal APV Number 7156							131712.60			
SubTotal Appropriation 4445020315.000							166130.25			
**Appropriation 4445020316.000 RDC TIF - EASTSIDE (MEMORIAL DRIVE)										
**APV Number 7157										
05/06/2025	7157	ABONMARCHE CONSULTANTS, INC.		4445020316.000	RDC TIF - EASTSIDE (MEMORIAL DRIVE)	PROFESSIONAL SVCS THRU 4/15/25, MEMORIAL PKWY	2500.00	8728	06/12/2025	
SubTotal APV Number 7157							2500.00			
SubTotal Appropriation 4445020316.000							2500.00			
**Appropriation 4445020321.000 RDC TIF - ENVIRONMENTAL PROTECTION										
**APV Number 7158										
05/06/2025	7158	AUGUST MACK ENVIRONMENTAL, INC		4445020321.000	RDC TIF - ENVIRONMENTAL PROTECTION	PROFESSIONAL SVCS 3/31-4/27	1025.50	8714	06/12/2025	
SubTotal APV Number 7158							1025.50			
SubTotal Appropriation 4445020321.000							1025.50			
**Appropriation 4445020322.000 RDC TIF - BUS SERVICE EXPENSES										
**APV Number 7159										
05/06/2025	7159	K & D LAWN & LANDSCAPE GROUP, LLC		4445020322.000	RDC TIF - BUS SERVICE EXPENSES	APRIL LANDSCAPING, TOD	1260.00	8731	06/12/2025	
SubTotal APV Number 7159							1260.00			
**APV Number 7162										
05/06/2025	7162	LAKESHORE LANDSCAPING, INC		4445020322.000	RDC TIF - BUS SERVICE EXPENSES	TOD LANDSCAPING PAYMENT #1 OF 8	1826.87	8722	06/12/2025	
SubTotal APV Number 7162							1826.87			
SubTotal Appropriation 4445020322.000							3086.87			
**Appropriation 4445020323.000 RDC TIF - GRANTS MATCH										
**APV Number 7160										
05/06/2025	7160	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC TIF - GRANTS MATCH	PROFESSIONAL SVCS 4/1-4/30, HORSEPRAIRIE/CAMPBELL EXTENSION	28780.85	8715	06/12/2025	

Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
SubTotal APV Number 7160							28780.85			
**APV Number 7161										
05/06/2025	7161	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC TIF - GRANTS MATCH	PROFESSIONAL SVCS 4/1-4/30, INDIANA AVE CULTURAL TRAIL	57562.75	8715	05/12/2025	
SubTotal APV Number 7161							57562.75			
**APV Number 7173										
05/06/2025	7173	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC TIF - GRANTS MATCH	PROFESSIONAL SVCS 4/1-4/30	3017.56	8715	05/12/2025	
SubTotal APV Number 7173							3017.56			
**APV Number 7174										
05/06/2025	7174	DLZ INDIANA, LLC		4445020323.000	RDC TIF - GRANTS MATCH	PROFESSIONAL SVCS 2/8-5/9	36.90	8721	05/12/2025	
SubTotal APV Number 7174							36.90			
SubTotal Appropriation 4445020323.000							89398.06			
**Appropriation 4445020327.000 RDC TIF - DOWNTOWN HOUSING/PARKING										
**APV Number 7136										
05/06/2025	7136	NITCO		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	PARKING GARAGE INTERNET & PHONE	186.06	8699	05/06/2025	
SubTotal APV Number 7136							186.06			
**APV Number 7137										
05/06/2025	7137	NIPSCO		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	PARKING GARAGE 301 LINCOLNWAY 3/28-4/29	1953.86	8700	05/06/2025	
SubTotal APV Number 7137							1953.86			
**APV Number 7138										
05/21/2025	7138	LYONS VIEW MANUFACTURING & SUPPLY, INC.		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	DOWNTOWN STREETSCAPE TRAFFIC SIGNAL POLE	15260.00	8701	05/21/2025	
SubTotal APV Number 7138							15260.00			
**APV Number 7144										
06/05/2025	7144	NITCO		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	BUSINESS INTERNET & PHONE, PARKING GARAGE 6/1-6/30	186.06	8707	06/05/2025	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
SubTotal APV Number 7144							186.06			
**APV Number 7146										
06/05/2025	7146	NIPSCO		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	301 LINCOLNWAY 4/29-5/29	1827.19	8706	06/05/2025	
SubTotal APV Number 7146							1827.19			
**APV Number 7151										
05/06/2025	7151	BARNES AND THORNBURG, LLP		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	LINC PARKING EASEMENT	1297.50	8723	06/12/2025	
SubTotal APV Number 7151							1297.50			
**APV Number 7162										
05/06/2025	7162	LAKESHORE LANDSCAPING, INC		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	PLANTS FOR STREETSCAPE	1008.81	8722	06/12/2025	
SubTotal APV Number 7162							1008.81			
**APV Number 7163										
05/06/2025	7163	VCP 58 JEFFERSON, LLC		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	SPRING TAXES, 58 JEFFERSON	3163.88	8732	06/12/2025	
SubTotal APV Number 7163							3163.88			
SubTotal Appropriation 4445020327.000							24893.36			
SubTotal Fund Number 4445							1426283.99			
**Fund Number 4651 RDC GENERAL										
**Appropriation 4651020304.000 RDC GENERAL - OPERATIONS SUPPORT										
**APV Number 7147										
06/05/2025	7147	NETWORK SOLUTIONS, INC		4651020304.000	RDC GENERAL - OPERATIONS SUPPORT	WEBEX PHONE LICENSES	287.58	8705	06/05/2025	
SubTotal APV Number 7147							287.58			
**APV Number 7148										
06/05/2025	7148	MOSS AUDIO CORPORATION		4651020304.000	RDC GENERAL - OPERATIONS SUPPORT	FORTIMAIL SPAM & MALWARE MAIL SERVICE	244.97	8703	06/05/2025	
SubTotal APV Number 7148							244.97			

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
**APV Number 7149										
06/05/2025	7149	STAPLES BUSINESS ADVANTAGE		4651020304.000	RDC GENERAL - OPERATIONS SUPPORT	NOTEBOOKS, POST IT NOTES, CORRECTION TAPE	92.42	8710	06/05/2025	
SubTotal APV Number 7149							92.42			
**APV Number 7164										
05/06/2025	7164	ROB THORGREN		4651020304.000	RDC GENERAL - OPERATIONS SUPPORT	2ND QUARTER STIPEND	300.00	8729	06/12/2025	
SubTotal APV Number 7164							300.00			
**APV Number 7165										
05/06/2025	7166	PATRICIA M. SARKISIAN		4651020304.000	RDC GENERAL - OPERATIONS SUPPORT	2ND QUARTER STIPEND	300.00	8713	06/12/2025	
SubTotal APV Number 7165							300.00			
**APV Number 7166										
05/06/2025	7166	WILLIAM E DURNELL		4651020304.000	RDC GENERAL - OPERATIONS SUPPORT	2ND QUARTER STIPEND	300.00	8712	06/12/2025	
SubTotal APV Number 7166							300.00			
**APV Number 7167										
05/06/2025	7167	HOME RUN LLC		4651020304.000	RDC GENERAL - OPERATIONS SUPPORT	NAME PLATE DIANA REED	15.00	8724	06/12/2025	
SubTotal APV Number 7167							15.00			
SubTotal Appropriation 4651020304.000							1539.97			
**Appropriation 4651020305.000 RDC GENERAL - INITIATIVES										
**APV Number 7168										
05/06/2025	7168	VILLAS AT VALE PARK CONDOMINIUMS ASSOCATION INC		4651020305.000	RDC GENERAL - INITIATIVES	2026 NEIGHBORHOOD GRANT	7920.00	8717	06/12/2025	
SubTotal APV Number 7168							7920.00			
**APV Number 7169										
05/06/2025	7169	WOODY WAREHOUSE NURSERY, INC		4651020305.000	RDC GENERAL - INITIATIVES	2026 NEIGHBORHOOD GRANT, COLLEGE HILL	4920.00	8726	06/12/2025	
SubTotal APV Number 7169							4920.00			

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
**APV Number 7170										
05/06/2025	7170	LANDSCAPE CONCEPTS, INC.		4651020305.000	RDC GENERAL - INITIATIVES	2025 NEIGHBORHOOD GRANT, BRIGATA HILLS	19600.00	8733	06/12/2025	
SubTotal APV Number 7170							19600.00			
**APV Number 7171										
05/06/2025	7171	CHAD COPELAND		4651020305.000	RDC GENERAL - INITIATIVES	2025 NEIGHBORHOOD GRANT, JEFFERSON PARK DEPOSIT	3250.00	8718	06/12/2025	
SubTotal APV Number 7171							3250.00			
**APV Number 7172										
05/06/2025	7172	NEW TECH CORP		4651020305.000	RDC GENERAL - INITIATIVES	2025 ANNUAL SIDEWALK PROGRAM	84336.00	8719	06/12/2025	
SubTotal APV Number 7172							84336.00			
SubTotal Appropriation 4651020305.000							120026.00			
SubTotal Fund Number 4651							121666.97			
**Fund Number 4653 RDC GRANTS										
**Appropriation 4653020009.000 RDC GRANT - LINC/CAMP ROUNDY										
**APV Number 7173										
05/06/2025	7173	AMERICAN STRUCTUREPOINT, INC.		4653020009.000	RDC GRANT - LINC/CAMP ROUNDY	PROFESSIONAL SVCS 4/1-4/30	12070.22	8716	06/12/2025	
SubTotal APV Number 7173							12070.22			
SubTotal Appropriation 4653020009.000							12070.22			
**Appropriation 4653020010.000 RDC GRANT - TOD TRAIL TO DOWNTOWN										
**APV Number 7174										
05/06/2025	7174	DLZ INDIANA, LLC		4653020010.000	RDC GRANT - TOD TRAIL TO DOWNTOWN	PROFESSIONAL SVCS 2/8-5/9	147.60	8721	06/12/2025	
SubTotal APV Number 7174							147.60			
SubTotal Appropriation 4653020010.000							147.60			
SubTotal Fund Number 4653							12217.82			
*** GRAND TOTAL ***							1560067.78			

	CITY OF VALPARAISO REDEVELOPMENT COMMISSION							
	MAY 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 5/1/2025**
		4445	**4651**	**4652**	**4653**	**4654**	**4650**	
	Balances as of 5/1/2025	**$7,688,470.95**	**$6,401,412.25**	**$89,488.74**	**-$91,111.11**	**$210,301.00**	**-$6,500,000.00**	**$14,298,561.83**
Fund #	**REVENUE**							
4445	Revenue (Taxes)	$0.00	$0.00	$0.00	$0.00			$0.00
4445	Interest Income	$6,645.02	$0.00	$0.00	$0.00			$210,141.50
4445	Parking Garage EV Chargers	$584.87	$0.00	$0.00	$0.00			$3,465.66
4445	Transfer In	$0.00	$0.00	$0.00	$0.00			$913,867.84
4445	Miscellaneous	$19,600.00	$0.00	$0.00	$0.00			$163,034.69
4445	Refunds	$0.00	$0.00	$0.00	$0.00			$2,200,000.00
4445	Reimbursements	$235,219.10	$0.00	$0.00	$0.00			$629,721.05
4445	Temporary Loan	$0.00	$0.00	$0.00	$0.00			$0.00
4651	Interest Income	$0.00	$6,645.02	$0.00	$0.00			$210,141.50
4651	Contributions/Donations	$0.00	$0.00	$0.00	$0.00			$0.00
4651	Transfer	$0.00	$0.00	$0.00	$0.00			$0.00
4651	Miscellaneous	$0.00	$0.00	$0.00	$0.00			$1,060.68
4651	Real Estate	$0.00	$0.00	$0.00	$0.00			$0.00
4651	Tax Abatement	$0.00	$59,682.00	$0.00	$0.00			$59,682.00
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	$25,701.00	$0.00	$0.00			$54,683.00
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	$29,829.58	$0.00			$217,425.41
4653	Grants (All Reimbursed Projects)	$0.00	$0.00	$0.00	$0.00			$62,898.73
4650	Transfer In	$0.00	$0.00	$0.00	$0.00			$0.00
	TOTAL CASH REVENUE	**$262,048.99**	**$92,028.02**	**$29,829.58**	**$0.00**	**$0.00**	**$0.00**	**$4,726,122.06**
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			$10,295.00
4445	Bond Obligations	$725,487.95	$0.00	$0.00	$0.00			$736,966.74
4445	School Challenge Grants	$5,766.68	$0.00	$0.00	$0.00			$78,726.67
4445	Professional Studies	$2,855.00	$0.00	$0.00	$0.00			$18,031.45
4445	Professional Services	$11,047.87	$0.00	$0.00	$0.00			$41,881.60
4445	Utility Improvements	$0.00	$0.00	$0.00	$0.00			$0.00
4445	ValpoNet	$880.48	$0.00	$0.00	$0.00			$6,951.65
4445	Building Improvements/Facades	$0.00	$0.00	$0.00	$0.00			$0.00
4445	Public Safety Equipment	$0.00	$0.00	$0.00	$0.00			$500,000.00
4445	Industrial Infrastructure	$67,241.54	$0.00	$0.00	$0.00			$2,291,812.31
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	$2,606.25	$0.00	$0.00	$0.00			$11,961.50
4445	Bus Service Expenses	$0.00	$0.00	$0.00	$0.00			$800.00
4445	Grants Match	$46,637.89	$0.00	$0.00	$0.00			$316,361.55
4445	Vale View	$0.00	$0.00	$0.00	$0.00			$20,256.81
4445	Downtown Housing/Parking	$21,469.29	$0.00	$0.00	$0.00			$265,046.08
4651	Unappropriated	$0.00	$0.00	$0.00	$0.00			$0.00
4651	Operations Support	$0.00	$8,155.27	$0.00	$0.00			$11,010.06
4651	Initiatives	$0.00	$0.00	$0.00	$0.00			$40,435.10
4651	Green Initiatives/Public Art	$0.00	$0.00	$0.00	$0.00			$17,000.00
4652	Pratt Bond	$0.00	$0.00	$0.00	$0.00			$588,642.50
4653	Grants (All Projects)	$0.00	$0.00	$0.00	$14,532.15			$75,700.85
4654	Debt Reserve	$0.00	$0.00	$0.00	$0.00			$913,867.84
4650	Total Monies Investments	$0.00	$0.00	$0.00	$0.00			$0.00
	TOTAL EXPENDITURES	**$883,992.95**	**$8,155.27**	**$0.00**	**$14,532.15**	**$0.00**	**$0.00**	**$5,945,747.71**
	Fund Balances: 5/31/2025	**$7,066,526.99**	**$6,485,285.00**	**$119,318.32**	**-$105,643.26**	**$210,301.00**	**-$6,500,000.00**	**$13,775,788.05**
***OVERALL FUND BALANCE INCLUDES MONEY INVESTED AT TRUST INDIANA**								

Cross Reference No. 2020015522

EASEMENT AGREEMENT

This Easement Agreement (this "Easement Agreement") is executed as of the ___ day of ______, 2025 (the "**Effective Date**"), by and among **HG Valpo I, LLC**, an Indiana limited liability company, its successors and/or assigns ("Developer"), and the **City of Valparaiso Redevelopment Commission**, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14, as amended, its successors and/or assigns ("Commission" and together with the Developer, the "Parties," and individually, each a "Party").

Recitals:

WHEREAS, the Parties entered into and executed that certain Economic Development Agreement dated March 10, 2022 (the "EDA");

WHEREAS, the EDA, among other rights and obligations, required the Developer to design and construct the Mixed-Use Building, and the City Parties to design and construct the Garage and provide Developer a perpetual easement to the Mixed-Use Parking Spaces (the "EDA");

WHEREAS, the Developer is completing construction of the Mixed-Use Building, and the City Parties have completed construction of the Garage;

WHEREAS, the Parties now desire to enter into this Easement Agreement which is and shall be deemed to be the Easement Agreement required by the EDA; and

WHEREAS, the Parties mutually agree to and have approved the design and construction of the Mixed-Use Building and Garage, and, to the extent there are differences between this Easement Agreement and the EDA, this Easement Agreement shall control.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Recitals**. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this <u>Section 1</u>.

2. **Mutual Assistance** The Parties agree, subject to further proceedings required by the Laws to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate from time to time to carry out the terms, provisions and intent of this Easement Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

3. Definitions. Capitalized terms not defined herein shall have the meaning ascribed to such term(s) in the EDA. The following terms shall have the meanings set forth hereinbelow:

"Annual Payment" shall mean (a) for 2025, $250.00 per each Developer Parking Space that Developer uses, which amount shall be prorated for 2025 based on the number of days remaining in the calendar year; meaning, Developer will pay different amounts based on when it begins using each of the Developer Parking Spaces; and (b) for each calendar year thereafter, $50,000.00, annually for all Developer Parking Spaces. Developer 's initial Annual Payment shall be due upon the Commencement Date. Thereafter, Developer's Annual Payment shall be due on the later of (a) January 5th of each calendar year, or (b) within three (3) days of the Parties' approval of the Budget. Notwithstanding anything contained in this Easement Agreement or the Maintenance Agreement to the contrary and subject to Section 9(b)(ii), the Annual Payment shall be Mixed-Use 's sole liability for Garage Expenses.

"**Annual Statement**" shall mean shall mean a written statement in reasonable, line-item detail showing the actual Garage Expenses incurred by The Commission for the immediately prior Calendar Year.

"Benefitted Property" shall mean the parcels owned by Developer for its Project and generally known as 170 and 217 E. Lincolnway, Valparaiso, IN 46383 and identified as Tax Parcel Nos. 64-09-24-340-007.000-004, 64-09-24-340-008.000-004, 64-09-24-340-006.000-004, 64-09-24-340-005.000-004, 64-09-24-340-004.000-004, all as legally described on **Exhibit B**.

"**Budget**" shall mean a written document that is consistent with the Maintenance Plan and approved by the Parties for estimated Garage Expenses to be incurred for the Garage in the immediately following Calendar Year. Developer and Commission shall consult regarding the anticipated Garage Expenses for the next calendar year, and in a good faith attempt to agree upon a budget for such anticipated Garage Expenses. Commission shall be responsible for preparing a proposed budget and supplying reasonable supporting documentation and other information reasonably requested by Developer in connection therewith; provided, however, no budget shall be effective unless and until Developer and Commission approve such proposed budget in writing (which approval shall not be unreasonably conditioned, withheld or delayed, and which may be communicated via e-mail).

"**Calendar Year**" shall mean January 1st to December 31st.

"**City**" shall mean the City of Valparaiso, Indiana.

"**City Parties**" shall mean, individually or collectively, the Commission, the City, and any other commission, body or entity of the City, including without limitation, any not for profit under common control with the City like a building corporation, and shall specifically include each of their successors and assigns.

"Commencement Date" shall mean June 1, 2025.

"**Commission**" shall have the meaning set forth in the preamble and shall include any successor and assigns to the Garage and/or Garage Site.

"**Common Pedestrian Areas**" shall mean: (a) the lobbies, entrances, stairwells, elevators, exits, and walkways located in the Garage; and (b) the sidewalks and other pedestrian walkways providing access to and from such lobbies, entrances, stairwells, elevators, exits, and walkways from and to the sidewalks and streets adjacent to the Garage Site.

"**Control Equipment**" shall mean any entrance and exit gates, ticket dispensers and/or readers, and other equipment used in control of entrance into, exit from, and/or access to all or portions of the Garage, whether in the Final Plans or constructed/installed at a later date.

"**Credit**" shall have the meaning set forth in Section 9(b)(i).

"**Credit Payment**" shall have the meaning set forth in Section 9(b)(i).

"**Developer**" shall have the meaning set forth in the preamble and shall include any successors and assigns to the Benefitted Property.

"Developer Parking Spaces" shall mean the Parking Spaces described in Sections 5(a) and (b).

"Developer Parties" shall mean Developer, its employees, contractors, licensees, agents, assigns, visitors and tenants, including subtenants, and those with a right to occupy or use any space in the Garage, as granted by Developer.

"Developer's Proportionate Share" shall mean fifty-two and eight-tenths percent (52.8%).

"Developer Storage Rooms" shall mean the storage areas described in Section 5(c) and depicted in Exhibit D.

"**EDA**" shall have the meaning set forth in the recitals.

"**Effective Date**" shall have the meaning set forth in the preamble.

"Elevator Facilities" shall mean the passenger and/or freight elevators, elevator shafts, motors, cables, and related facilities that exist from time to time within the Garage.

"Environmental Laws" shall mean all present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Garage Site and improvements located thereon, and the rules and regulations of the Federal Environmental Protection Agency and any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Garage Site and improvements located thereon.

"Garage" shall mean the Lincoln Highway Garage constructed by the City Parties on the Garage Site which is anticipated to consist of approximately three hundred and sixty (360) parking spaces.

"**Garage Equipment**" shall mean: (a) the Control Equipment; (b) the Elevator Facilities; (c) the mechanical, electrical, lighting, and plumbing; (d) fire suppression equipment and fire alarms; and (e) other equipment serving the Garage.

"Garage Entrances" shall mean the vehicular entrances and exits to the Garage, as the same may exist from time to time. The Garage Entrances shall be considered part of the Garage, notwithstanding that a part of the same is/may be located in whole or in part on public streets or property.

"Garage MOA" shall mean a Garage Operation and Maintenance agreement by and among the Parties for the maintenance and operation of the Garage that specifically includes, among other commercially reasonable terms, the terms set forth in Exhibit F.

"Garage Site" shall mean the parcel of real property commonly known as 301, 307 and 309 Lincolnway, Valparaiso, IN, 46383 and identified as Tax Parcel Nos. 64-09-24-341-007.000-004, 64-09-24-341-005.000-004, 64-09-24-341-006.000-004 and as legally described on Exhibit A.

"Hazardous Substances" shall mean those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" "solid waste" or "infectious waste" under Environmental Laws and petroleum products.

"Leasing Spaces" shall mean the parking spaces described in Section 5(d) and depicted on Exhibit E.

"**Maintenance Plan**" shall mean a written plan or one (1) or more contracts with third-parties for maintenance, repair, operation and replacement with respect to the Garage, which plan or contracts shall include, without limitation: (i) a janitorial program; (ii) a regularly scheduled program of preventative maintenance and repair of the Garage Equipment that complies with the requirements of the applicable Warranties; (iii) annual power washing of the Garage; (iv) a regularly scheduled program of adequate sealing, patching, re-surfacing, and striping, if or as necessary; and (v) a security program or security technology. The Maintenance Plan shall be prepared by a third-party consultant selected by Commission and approved by Developer in its reasonable discretion, such approval not to be unreasonably withheld, conditioned or delayed. The Maintenance Plan shall be reviewed and updated no less than every five (5) years.

"Mixed-Use Buildings" shall mean the mixed-use buildings located on the Benefitted Property.

"Non-Business Hours" shall mean the hours between 5:00 pm (local time) through 8:00 am (local time), Monday through Friday, and all day on weekends and holidays.

"Operating Expenses" shall mean the amount of specific costs and expenses paid or incurred by the Commission directly related to the Garage for a particular calendar year. Such specific costs shall be limited to: insurance premiums and deductibles; water, sewer, electrical, including all costs to operate the electric vehicle charging stations (but excluding the charging costs and the costs for any additional electric vehicle station installation costs), and other utility charges that are separately metered or otherwise allocable to the Garage; service and other charges incurred in the repair, replacement and maintenance of the Garage, as reasonably required for ordinary wear and tear use, including the elevators and the heating, ventilation and air-conditioning system, if any; cleaning and other janitorial services; tools and supplies; repair costs; landscape maintenance costs; security and access patrols; license, permit and inspection fees; snow and ice removal; and management fees at market rates, as reasonably determined by the City, but which in no event shall management fees exceed five percent (5%) of the City's gross receipts, excluding Developer's Annual Payment, from the Garage in any Calendar Year and administrative fees at market rates, as reasonably determined by the City, but which in no event shall administrative fees exceed five percent (5%) of the amount of Operating Expenses, excluding management fees, in any Calendar Year. The cost of any Operating Expenses that are capital in nature shall be amortized over the useful life of the improvement (as reasonably determined by the City), and only the amortized portion shall be included in Operating Expenses. Operating Expenses may also include an amount funding future Operating Expenses that are capital in nature (as reasonably determined by the City) and included in the Budget. Notwithstanding the foregoing, the term Operating Expenses does not include any of the following: (i) repairs, restoration or other work occasioned by the negligence or willful misconduct of the City or any officer, partner, employee, agent, contractor or patron of the City Parties; (ii) income and franchise taxes of the City or of any officer, partner, employee, agent, or contractor of the City Parties; (iii) assessments payable to governmental bodies or authorities for municipal improvement constructed on or about the Garage such as sanitary and storm sewers, sidewalks, streetlights and the like as of the date hereof; (iv) costs for which the City receives reimbursement from an insurer or any other third party or for which the City received a refund, rebate or trade credit or realized on a claim; or (v) Warranty Items.

"**Overpayment**" shall have the meaning set forth in Section 9(b)(i).

"Parking Spaces" shall mean the parking spaces in the Garage, from time to time.

"Parties in Interest" shall mean Developer, City Parties, and the current and future mortgagees, grantees, successors, and assigns of the Developer, and/or City Parties.

"Project" shall mean, collectively, Developer's 4-story mixed-use development with approximately one hundred twenty-seven (127) Class-A residential units, along with eight (8) commercial suites constructed on the Benefitted Property.

"**Reconciliation Payment**" shall have the meaning set forth in Section 9(b)(ii).

"Stair Tower Facilities" shall mean the stair towers located within the Garage, together with the entrances thereto, the exits therefrom and the stairways therein, all as the same may exist from time to time.

"**Structural Elements**" shall mean the foundation, exterior walls, interior structural walls, structural columns, joists, beams, slabs, floors, drive areas, parking areas and other structural elements of the Garage.

"**Unauthorized Vehicle**" means any vehicle parked or abandoned in the Garage without the consent of City Parties or Developers Parties, or any vehicle parked or abandoned in Parking Spaces in violation of any provision of this Easement Agreement.

"**Warranties**" shall mean the warranties obtained from manufacturers, suppliers, and contractors with respect to the construction of the Garage and/or installation of any Garage Equipment.

"**Warranty Items**" shall mean items that either: (a) are covered by warranties or would be covered by Warranties if City Parties had acted with reasonable and required diligence to enforce such Warranties; or (b) would be covered by Warranties that are customarily obtained with respect to the construction of the Garage and/or installation of Garage Equipment.

4. **Grant of Non-Exclusive Easements.** Subject to the terms and conditions of this Easement Agreement, Commission hereby grants, declares, creates, makes, and reserves perpetual and non-exclusive easements to and in favor of the Benefitted Property for vehicular and pedestrian access, ingress, and egress on, over, across, and through (i) the Garage Entrances, (ii) the Garage Site from and to the public streets or other access ways adjacent to the Garage Entrances to and from the Parking Spaces, including, but not limited to, the Common Pedestrian Areas, Stair Tower Facilities and the Elevator Facilities, and (iii) to the Developer's Storage Rooms.

5. **Grant of Exclusive Easements.** Subject to the terms and conditions of this Easement Agreement, the Commission grants, declares, creates, makes, and reserves the following appurtenant, perpetual (with the exception of subsection (e) herein below) and exclusive easements to and in favor of the Benefitted Property:

a. to the one hundred thirty-four (134) Parking Spaces in the Garage (which includes seven (7) handicapped accessible spaces) labeled "Developer's 24/7 Spaces" on Exhibit C for the purpose of parking vehicles in such Parking Spaces on a 24-hour per day, 7-day a week basis; and

b. to the sixty-six (66) Parking Spaces in the Garage labeled "Developer Non-Bus Hours Spaces" on Exhibit C for the purpose of parking vehicles during Non-Business Hours in such Parking Spaces (jointly, the Parking Spaces described in subsections (a) and (b) herein below, the "**Developer Parking Spaces**"); and

c. to the areas depicted on Exhibit D and labeled **"**Developer's Storage Rooms", for Developer Parties to use such areas to store items related to the operation of the Mixed-Use Building, specifically including, but not limited to, the right to allow residents of the Mixed-Use Building to store bicycles in the areas; provided, however, in no event shall any Hazardous Substances be stored in such Developer Storage Rooms. The rights granted to Developer by this Section 5(c) shall include the right to secure the Developer Storage Rooms with locks, all at the sole cost of Developer. Moreover, to the extent permitted by law, City shall have the right to inspect such Developer Storage Room.

d. to the two (2) designated and exclusive first-floor garage parking spaces highlighted in yellow (the **"Leasing Spaces"**) adjacent to the Project, as depicted on **Exhibit E**, beginning June 1, 2025 and continuing for a twenty-four (24) consecutive months thereafter.

6. **Nature of the Easements.**

a. Appurtenance. Each easement herein is appurtenant to the Benefitted Property and is granted for the purposes set forth herein.

b. Binding Effect. Each easement, and the benefits thereof, shall run with the Benefitted Property and the land of the Garage Site and shall inure to the benefit of the owners of the Benefitted Property and all other Parties in Interest as to the Benefitted Property.

a. Subject to Section 9(e), there shall be no parking fees or other charges, other than the Annual Payment, charged by City Parties for the use of the Developer Parking Spaces, and the Developer shall not be liable for any such additional costs. Moreover, neither the Commission nor any of the City Parties shall have the right to adopt, impose, or promulgate rules, regulations, resolutions or ordinances that: (i) restrict, limit, or otherwise adversely affect the use of the Developer Parking Spaces; or (ii) impose additional fees, costs, or charges in connection with the use of the Developer Parking Spaces, in either case, unless with the prior written consent of the Developer. Any rules adopted, imposed, or promulgated in violation of this subsection shall be deemed to be null and void, and of no force or effect. The foregoing also shall apply to amending, modifying, or supplementing existing rules.

c. Conveyance. Any and all documents and/or instruments that convey or grant any interest in the Garage Site or the Benefitted Property (i) shall be deemed to assign and/or transfer, as an appurtenance, the easement rights and interests herein and all rights of uses and benefits of the easements herein regardless of whether such documents or instruments expressly so assign and/or transfer such appurtenances and rights, and (ii) shall impose, as an encumbrance upon any such interest, the burdens, restrictions and obligations of such appurtenances and rights regardless of whether such documents or instruments expressly so impose such burdens, restrictions and obligations.

d. No Dedication. No member of the public shall have any right to make use of the Developer's Spaces or make a claim under this Easement Agreement with respect to the Developer's Spaces.

7. **Parking Spaces**

a. The Developer Parking Spaces shall be available for the exclusive use of the Developer Parties.

b. The Developer shall be responsible for the cost of all signs relating to the designation and exclusivity of the Developer Parking Spaces

c. The City shall (i) impose the Developer's time limits on the use of the Developer Parking Spaces, (ii) impose the Developer's restrictions with respect to parking by Developers Parties, and (iii) impose fines to enforce such time limits and restrictions, and reservations which fines shall be the exclusive property of the City, as permitted by law. For the avoidance of doubt, the time limits and restrictions described in foregoing subsections (i) and (ii) shall be determined by the Developer in its sole discretion.

d. The Developer shall have the right, but not the obligation to collect fees for the use of the Developer's Spaces, which fees shall be the exclusive property of the Developer. Moreover, to the extent the City is not enforcing limitations on the time of use and other restrictions on the Developer Parking Spaces, Developer shall have the right to enforce such restrictions.

e. The Developer shall have the right to reserve any of the Developer Parking Spaces on such terms as it, in its sole discretion, deems appropriate, so long as it and each such reserved space holder adheres to the terms of this Easement Agreement.

f. Subject to force majeure and any temporary closure for maintenance and other related purposes, access to the Garage and the Garage Site shall be available to the Developers Parties on a 24-hour per day, 7-day a week basis.

g. The City Parking Spaces shall be available to the public, including, without limitation, the Developer Parties, subject to this Easement Agreement. The City Parking Spaces on the first floor of the Garage shall be continuously available to the public for hourly parking and shall not be licensed or leased for any type of exclusive use.

8. **City Operation and Maintenance of the Garage/ Garage MOA.** The City shall be solely and exclusively responsible for the (a) routine and capital maintenance and repair of the Garage; (b) installation and signage, including, without limitation, signs concerning the exclusivity of the Developer Parking Spaces; and (c) payment of all Garage Expenses. To further delineate the responsibility of the Parties concerning the operation and maintenance of the Garage, the Parties shall negotiate in good faith and within sixty (60) days of the Effective Date, enter into the Garage MOA. Notwithstanding anything contained in the Garage MOA, it is the intent and agreement of the Parties that the Garage MOA shall not conflict with any provisions of this Easement Agreement. If any provision of the Garage MOA is found to be in conflict with any provision of this Easement Agreement, then the provisions of this Easement Agreement shall prevail.

9. **Developer's Annual Payment and Annual Statement.**

a. <u>Annual Payment.</u> During each Calendar Year, Develop shall pay to the City the Annual Payment.

b. Budget. On or before December 1, 2025 and each December 1st thereafter, Developer and Commission shall approve of the Budget for the Calendar Year.

c. <u>Overpayment</u>. If the Budget reflects that Developer's Annual Payment for the Calendar Year exceeds Developer's Proportionate Share of Garage Expenses ("**Overpayment**"), then any Overpayment shall be credited to Developer and added to the following Calendar Year's Annual Payment (a "**Credit**"); provided, however, if, at any time, the Annual Payment, including any Credit from prior years, in the aggregate, is more than one hundred twenty percent (120%) of Developer's Proportionate Share of Garage Expenses as reflected in the Budget, Commission or the City Parties shall reimburse the amount in excess of 120% of the Budget to Developer (a "**Credit Payment**").

d. Annual Statement. On or before February 1, 2026 and each February 1st thereafter, Commission shall provide Developer with an Annual Statement certified by Commission setting forth the actual Garage Expenses paid by Commission for the previous Calendar Year and Developer's Proportionate Share thereof.

e. Underpayment. If the Annual Statement reflects that Developer's Proportionate Share of Garage Expenses exceeds Developer's Annual Payment for the previous Calendar Year and Commission demonstrates that such increase in Garage Expenses occurred as a result of prices generally increasing for expenses like Garage Expenses in the Northern Indiana area, Developer shall pay the balance of its Developer's Proportionate Share to the City Parties within thirty (30) days after receipt of the Annual Statement (a "**Reconciliation Payment**").

10. **Transfer by the Commission**.

a. Sale of the Garage and Garage Site. The Commission shall have the right to sell or convey any interest in the Garage and/or the Garage Site at any time, subject only to the rights of the Benefitted Property hereunder; and such sale shall operate to release the Commission from liability hereunder after the date of such conveyance, provided that the transferee agrees in writing to assume and uphold the terms of this Easement Agreement and the Garage MOA from and after the date of such conveyance. For the avoidance of doubt, any transfer or conveyance by the Commission shall not change, alter or amend the rights of Developer hereunder

b. Estoppel Certificate. Within ten (10) business days following receipt of a written request from the Developer, Commission shall execute and deliver to Developer, without cost to Developer, an estoppel certificate in such form as Developer may reasonably request certifying (a) that this Easement Agreement is in full force and effect and unmodified or stating the nature of any modification, (b) that there are not, to Commission's knowledge, any uncured defaults or specifying such defaults if any are claimed, and (c) any other matters or state of facts reasonably required respecting this Easement Agreement. Such estoppel may be relied upon by the Developer and by any purchaser, ground lessee, or mortgagee of the Benefitted Property.

11. **Default**.

a. If a Party defaults in or otherwise fails to perform any of its obligations set forth in this Easement Agreement and/or the Garage MOA, and fails to cure any such default or failure within ten (10) business days after receipt of written notice from another party (except in the case of an emergency which shall be cured as soon as reasonably practicable) of any monetary obligation or within thirty (30) days after receipt of written notice from another party of any non-monetary obligation, then the non-defaulting party may cure such default at its expense and collect from the defaulting-party the reasonable costs incurred in curing such default including reasonable attorney's fees, may pursue any applicable injunctive or equitable remedies and may exercise any other rights and remedies available by law. Any reimbursement for curing a default shall be due and payable ten (10) days after the written demand by the non-defaulting party, which demand shall include paid invoices or other evidence of payment or expense. Notwithstanding the foregoing, if the monetary default is of such a nature that it cannot reasonably be cured within ten (10) business days or the non-monetary default is of such a nature that it cannot reasonably be cured within thirty (30) days, then, so long as the defaulting-party commences the cure within said ten (10) business day period, and thereafter diligently pursues the cure to completion, the cure period shall be extended for such periods as may be reasonable under the circumstances, not to exceed ninety (90) days. All such expenses shall accrue interest at the rate of the then current prime rate listed by the *Wall Street Journal* plus 4%. The easements granted hereunder are appurtenant easements and, except as may be expressly stated herein to the contrary, no party shall have the right to terminate any such easements on the basis of a breach or default by another party of any of its obligations hereunder.

12. **Non-Compliance**.

a. <u>Public</u>. No Public Beneficiary or other member of the public shall have any right to: (i) exercise any of the remedies available to the Parties hereunder; or (ii) make a claim under this Easement Agreement with respect to the Parking Spaces.

b. <u>No Termination</u>. In no event shall a default or non-compliance of any obligation under this Easement Agreement entitle any other Party to terminate the Easement Agreement or any Easement, nor shall it terminate any other rights or obligations of any Party to which such Party is bound or entitled under the terms of this Easement Agreement. Notwithstanding the preceding and consistent with Section 9 of EDA, if the Project ceases to be used for a primarily residential use, this Easement Agreement shall terminate.

13. **Alterations**.

a. Non-Structural. Commission may make non-structural alterations or improvements to the Garage in accordance with the Laws, so long as the rights of Developer under this Easement Agreement are not materially affected by the same. Any alteration that (i) reduces, limits or impedes Developer's use of the Developer Parking Spaces, or (ii) increases Garage Expenses, shall be deemed material and subject to the approval of Developer.

b. Structural. Commission may make structural alterations to the Garage so long as such structural alterations will not (i) result in the Structural Elements being overloaded, (ii) negatively affect the use of any of the Easements hereunder, (iii) negatively affect or reduce the Developer Parking Spaces or (iv) increase Garage Expenses. If Commission intends to make structural alterations to the Garage that may affect any of the matters identified in (i) through (iv) above, Commission shall deliver written notice to Developer at least 30 days' prior to commencing such alterations, which notice shall describe the intended structural alteration with particularity. Developer shall have thirty (30) days within which to respond in writing that, in its good faith judgment, the intended structural alteration will negatively affect the Garage; provided that, if no such responses timely are delivered, then the Commission may make its intended structural alteration.

c. Increased Garage Expenses. For the avoidance of doubt, additional Garage Expenses caused by changes to the Garage, whether structural or nonstructural, shall be solely the responsibility of the City, unless agreed upon in writing by the Developer; provided, however, to the extent changes are required to secure the structural integrity of the Garage, any such approval of Developer shall be provided in its commercially reasonable discretion.

14. **Prohibitions**. Neither Developer nor City Parties shall: (a) create, cause, permit, or suffer, as applicable: (i) any nuisance to exist in or about the Garage that materially and adversely affects the operation or lawful intended use of the Garage; or (ii) any unsightly condition or any noxious or objectionable dust, gases, odors, or noises to exist on, or to emanate from, the Garage that materially and adversely affects the operation or lawful intended use of it; or (b) use (or cause, permit, or suffer the use of) the Garage for a purpose or in a manner that overloads the Structural Elements of the Garage beyond their design capacity. Absent the express written consent of the Commission and Developer, the Garage Site and the Garage shall be used solely as a parking garage in compliance with the terms of this Easement Agreement.

15. **Dispute Resolution**. In the event there is a dispute between the City and/or Commission and Develop relating to the obligations set forth herein, including, without limitation, payment of the Annual Payment, application of such Annual Payment to Garage Expenses or approval of the Commission and Developer of the Budget, the Parties shall diligently endeavor to resolve the dispute between themselves in an expeditious manner. However, if no agreement is reached, then any such disputes or other matters in question shall be submitted to arbitration. The Parties shall, within ten (10) days after the request to arbitrate, agree upon the selection of an arbitrator duly qualified to administer arbitration in accordance with the construction industry arbitration rules or demonstrated expertise with public private partnerships and mixed-use developments and procedures established by the American Arbitration Association for expedited resolution, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Subject to Section 18, the costs of such arbitration shall be shared equally by the Parties.

16. **Nonwaiver of Defaults**. Neither party’s failure or delay in exercising any of its rights or remedies or other provisions of this Agreement shall constitute a waiver thereof or affect

its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default.

17. **Attorneys' Fees**. If either party defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Agreement and the non-defaulting party receives a favorable determination from an Arbiter or court of competent jurisdiction against the defaulting party, then the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees and costs actually incurred in connection therewith, without regard to statutory interpretation.

18. **Environmental.** No Party shall cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Garage, or the transportation to or from the Garage of any Hazardous Substances, except as necessary and appropriate for its use as provided for in this Agreement, in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with environmental laws and the standards prevailing in the industry. Each Party shall immediately (a) notify the City and all Parties of (i) any such violation by the Parties, its Developer Parties or visitors on, under or about the Garage or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Garage, and (b) deliver to the City and all other Parties any notice received relating to (a)(i)and (a)(ii)above from any source.

19. **Mutual Indemnification**. Each Party shall indemnify all other Parties from any and all claims, losses, liabilities costs, expenses and damages, including attorneys' fees, costs of testing and remediation costs incurred by such other Parties in connection with any breach by the indemnifying Party of its obligation under this Agreement, including, without limitation, obligations concerning Hazardous Substances and securing, monitoring and safely operating the Garages.

20. **Miscellaneous**.

a. This Agreement shall inure to the benefit of, and be binding upon, the City Parties and the Developer, and their respective successors and assigns.

b. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument.

c. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

d. All proceedings arising in connection with this Agreement shall be tried and litigated (subject to the requirement to arbitrate included in Section 16) only in the state courts in Porter County, Indiana, or the federal courts with venue that includes Porter County, Indiana.

e. This Agreement may be modified only by a written agreement signed by the Commission, its successors and/or assigns, and the Developer.

f. The invalidity, illegality or unenforceability of any one or more of the terms and conditions of this Easement Agreement shall not affect the validity, legality or enforceability of the remaining terms and conditions hereof.

g. Force Majeure. The Parties hereto (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

21. **Notice.** Any notice required or permitted to be given by any Party to this Easement Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other Party; (b) three (3) days after being sent by first class mail; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to the City, 162 Lincolnway, Valparaiso, Indiana 46383, Attn: Mayor Jon Costas, with copies to Patrick Lyp (via email) at plyp@valpo.us and David Durm (via email) at david.durm@btlaw.com; and to the Developer at The Hageman Group, 12821 E New Market Street, Suite 200, Carmel, Indiana 46032, Attn: Shane Hageman at Shane.Hageman@hagemangroup.com. Any Party may change its address for notice from time to time by delivering notice to the other party as provided above.

22. **Exhibits**. The following Exhibits are attached hereto and incorporated herein as if fully set forth:

Exhibit A	Garage Site
Exhibit B	Benefitted Property
Exhibit C	Developer Parking Spaces and Developer Storage Rooms
Exhibit D	Storage Rooms
Exhibit E	Leasing Spaces
Exhibit F	Garage MOA

[SIGNATURE PAGES FOLLOW]

In witness hereof, this Easement Agreement is signed as of this ___ day of ________, 2024.

HG VALPO I, LLC

By:______________________________________
Shane S. Hageman, General Manager

STATE OF INDIANA)
) SS:
COUNTY OF _________)

Before me, a Notary Public in and for said County and State, personally appeared Shane S. Hageman, the General Manager of HG VALPO I, LLC, who acknowledged the execution of the foregoing Easement Agreement.

Witness my hand and Notarial Seal this ___ day of _______________, 2024.

My Commission Expires: ______________________

______________________ (Signature)

My County of Residence: ______________________

______________________ (printed name) Notary Public

CITY OF VALPARAISO, PORTER COUNTY, INDIANA

By: ______________________________

Name: ____________________________

Its: ______________________________

STATE OF INDIANA)
) SS:
COUNTY OF _________)

Before me, a Notary Public in and for said County and State, personally appeared _______________, the ________________ of City of Valparaiso, Porter County, Indiana, who acknowledged the execution of the foregoing Easement Agreement.

Witness my hand and Notarial Seal this ___ day of _______________, 2025.

My Commission Expires: ________________________

____
(Signature)

My County of Residence: ________________________

____
(printed name) Notary Public

CITY OF VALPARAISO REDEVELOPMENT COMMISSION

By: ______________________________

Name: ____________________________

Its: ______________________________

STATE OF INDIANA)
) SS:
COUNTY OF _________)

Before me, a Notary Public in and for said County and State, personally appeared _______________, the ________________ of City of Valparaiso Redevelopment Commission, who acknowledged the execution of the foregoing Easement Agreement.

Witness my hand and Notarial Seal this ___ day of _______________, 2025.

My Commission Expires:
____

____
(Signature)

My County of Residence:
____

____
(printed name) Notary Public

EXHIBIT A

Garage Site

PARCEL 1:

LOT 6, EXCEPT 24 FEET IN WIDTH OFF THE EAST SIDE THEREOF, IN OUT LOT 3, ALSO, A STRIP OF LAND 4 FEET IN WIDTH OFF THE EAST SIDE OF LOT 5 IN SAID OUT LOT 3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5 AND RUNNING THENCE NORTH 66 FEET; THENCE WEST 4 FEET; THENCE SOUTH 66 FEET AND THENCE EAST 4 FEET TO THE PLACE OF BEGINNING, ALL IN THE ORIGINAL SURVEY OF THE TOWN, NOW CITY OF VALPARAISO, AS PER PLAT THEREOF RECORDED IN DEED RECORD “A”, PAGE 621, IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA.

PARCEL 2:

LOT FOUR (4) IN OUTLOT THREE (3) OF THE ORIGINAL ADDITION OF OUTLOTS TO THE TOWN, NOW CITY OF VALPARAISO, ACCORDING TO THE SUBDIVISION OF SAID OUTLOT THREE (3) RECORDED IN MISCELLANEOUS RECORD “A”, PAGE 203.

AND

LOT FIVE (5) IN OUTLOT THREE (3) OF THE ORIGINAL SURVEY OF OUTLOTS TO THE TOWN, NOW CITY OF VALPARAISO, EXCEPTING THEREFROM A STRIP OF LAND FOUR FEET (4’) IN WIDTH OFF THE EAST SIDE THEREOF, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT FIVE (5) AND RUNNING THENCE NORTH SIXTY-SIX FEET (66’); THENCE WEST FOUR FEET (4’); THENCE SOUTH SIXTY-SIX FEET (66’); THENCE EAST FOUR FEET (4’) TO THE PLACE OF BEGINNING, PORTER COUNTY, INDIANA.

PARCEL 3:

THE EAST 24 FEET OF LOT 6 OF OUTLOT 3 IN THE ADDITION OF OUT LOTS TO THE ORIGINAL SURVEY OF THE TOWN, NOW CITY OF VALPARAISO, AS PER PLAT THEREOF, RECORDED IN DEED RECORD “A”, PAGE 621, IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA.

EXHIBIT B

Benefitted Property

PARCEL 1:
LOTS 5 AND 6 IN BLOCK 20 IN THE ORIGINAL SURVEY OF THE TOWN (NOW CITY) OF VALPARAISO, AS PER PLAT THEREOF, RECORDED IN DEED RECORD “A”, PAGE 13, IN THE OFFICE OF THE RECORDED OF PORTER COUNTY, INDIANA.

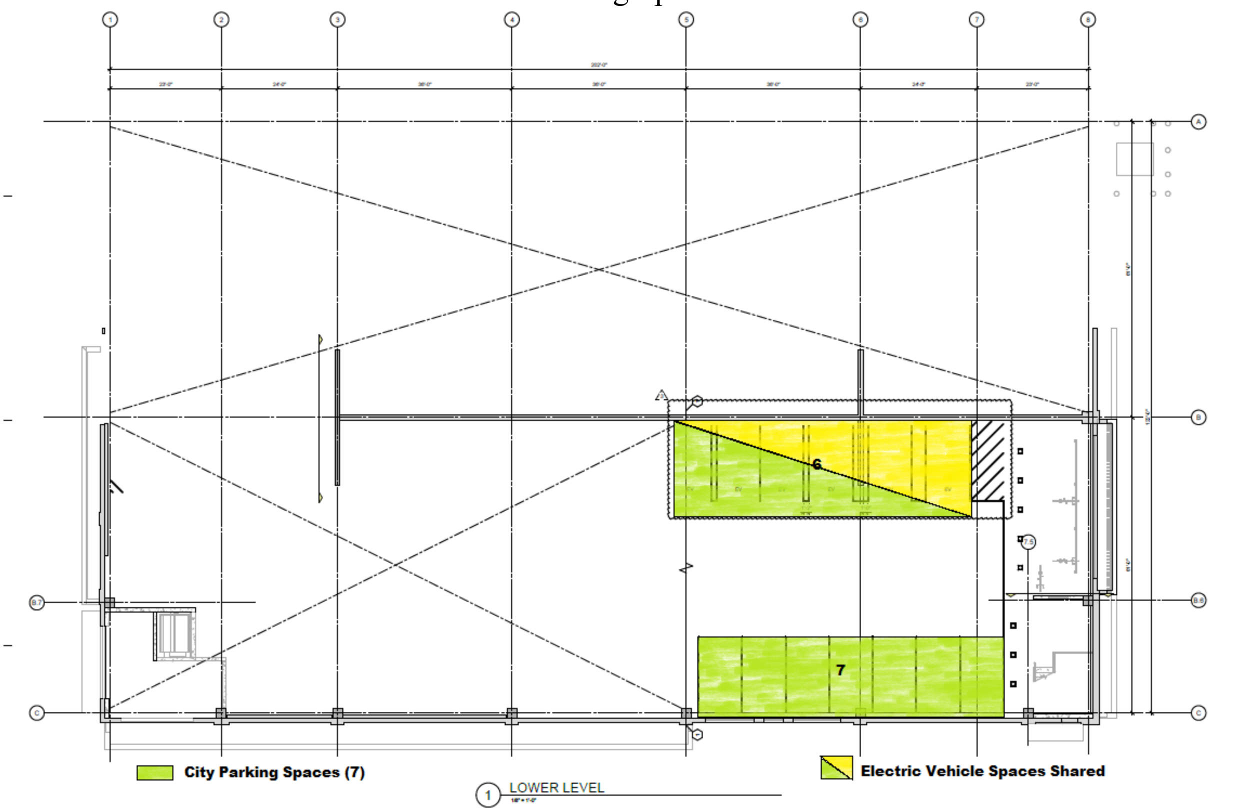
PARCEL 2:
LOT 2 IN BLOCK 20 IN THE ORIGINAL SURVEY OF THE TOWN (NOW CITY) OF VALPARAISO, AS PER PLAT THEREOF, RECORDED IN DEED RECORD “A”, PAGE 13, IN THE OFFICE OF THE RECORDED OF PORTER COUNTY, INDIANA.

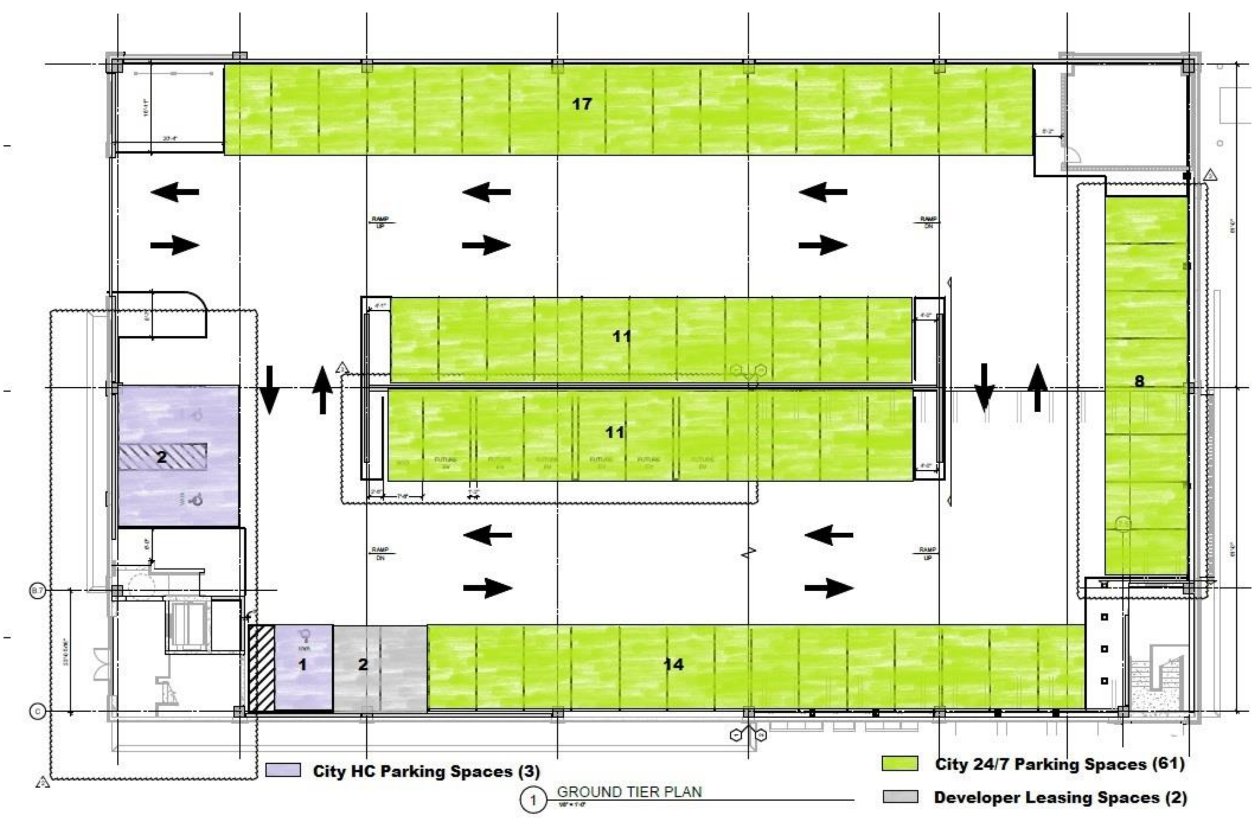
PARCEL 3:
LOT 1 IN BLOCK 20 IN THE ORIGINAL SURVEY OF THE TOWN (NOW CITY) OF VALPARAISO, AS PER PLAT THEREOF, RECORDED IN DEED RECORD “A”, PAGE 13, IN THE OFFICE OF THE RECORDED OF PORTER COUNTY, INDIANA.

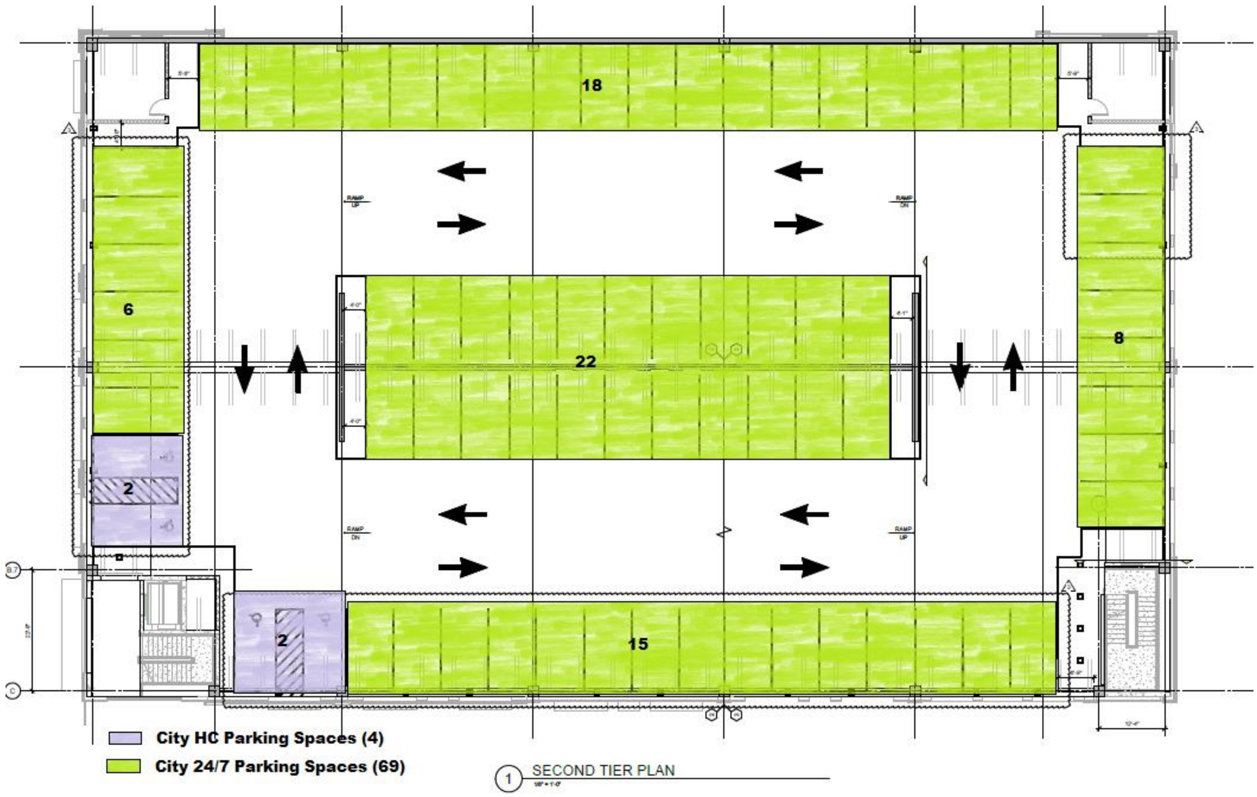
PARCEL 4:
LOTS 7 AND 8 IN BLOCK 20 IN THE ORIGINAL SURVEY OF THE TOWN, NOW CITY, OF VALPARAISO, AS SHOWN ON PLAT IN DEED RECORD “A”, PAGE 13, IN THE OFFICE OF THE RECORDED OF PORTER COUNTY, INDIANA.

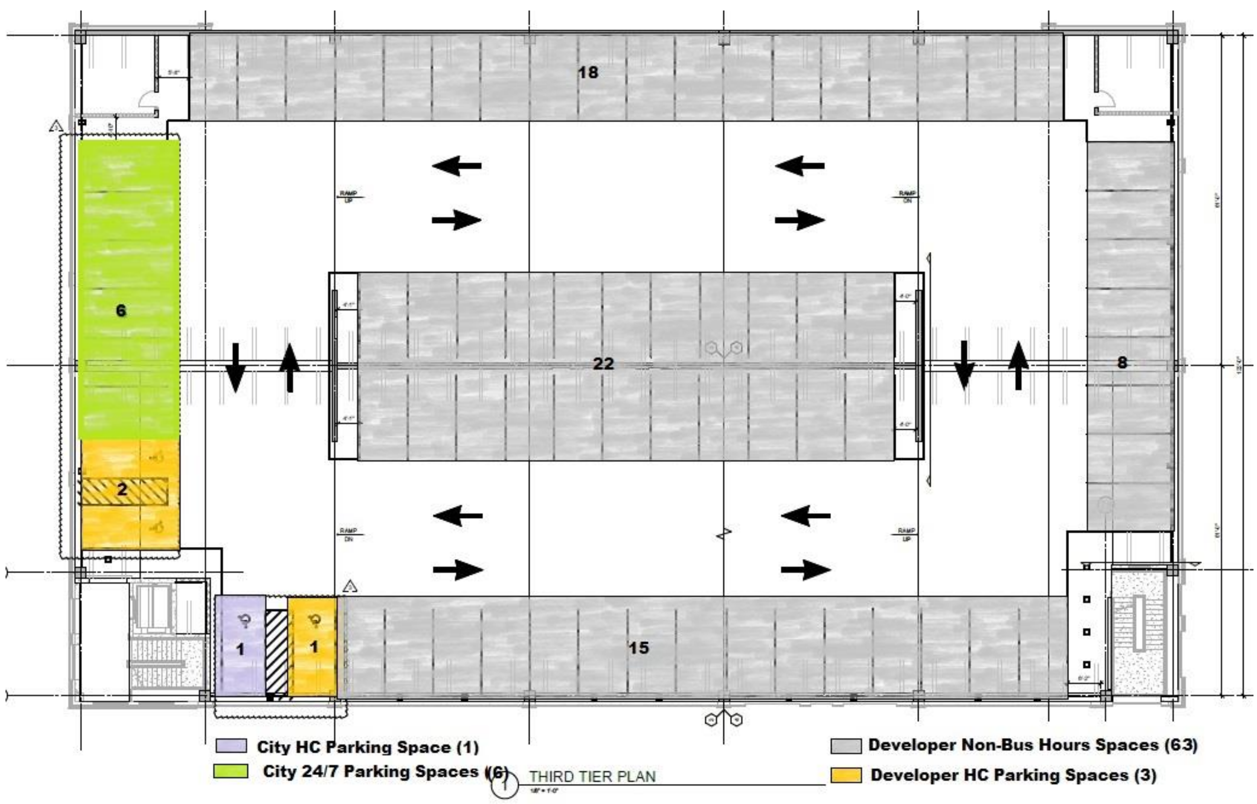
EXHIBIT C

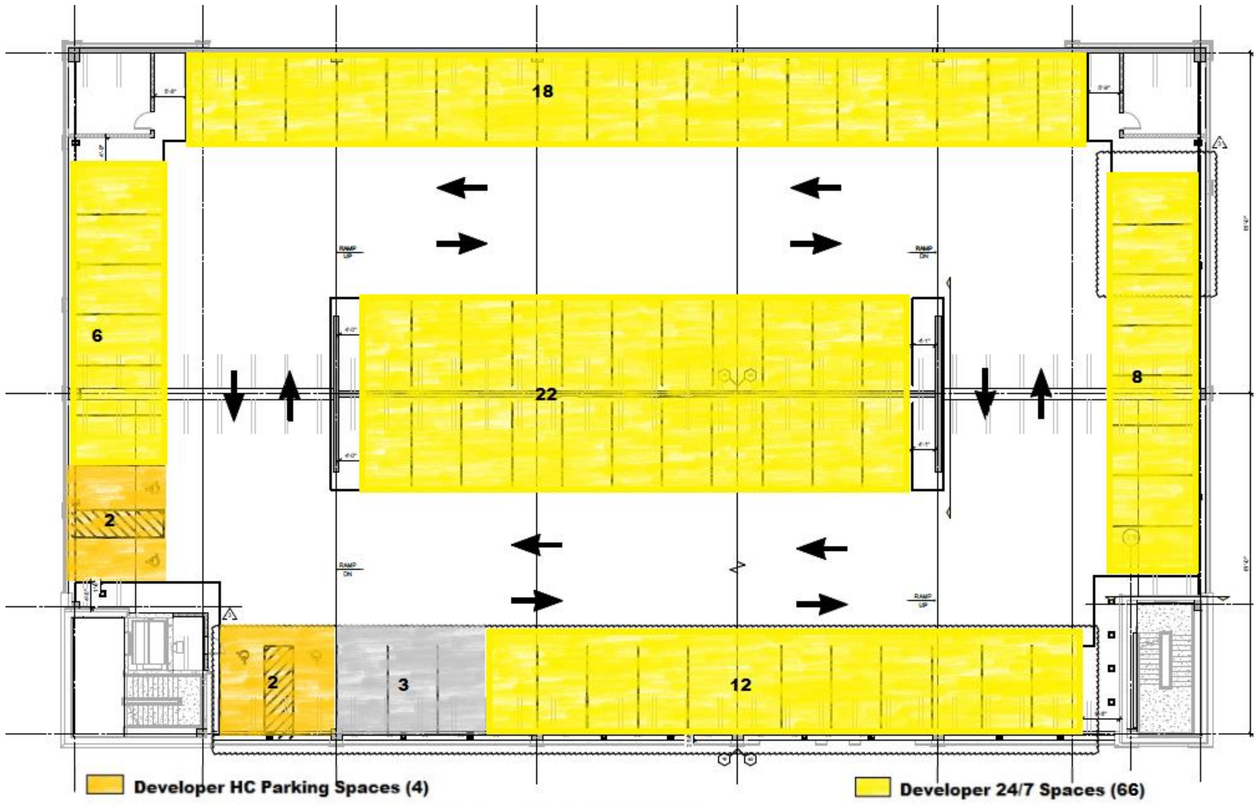
Parking Spaces



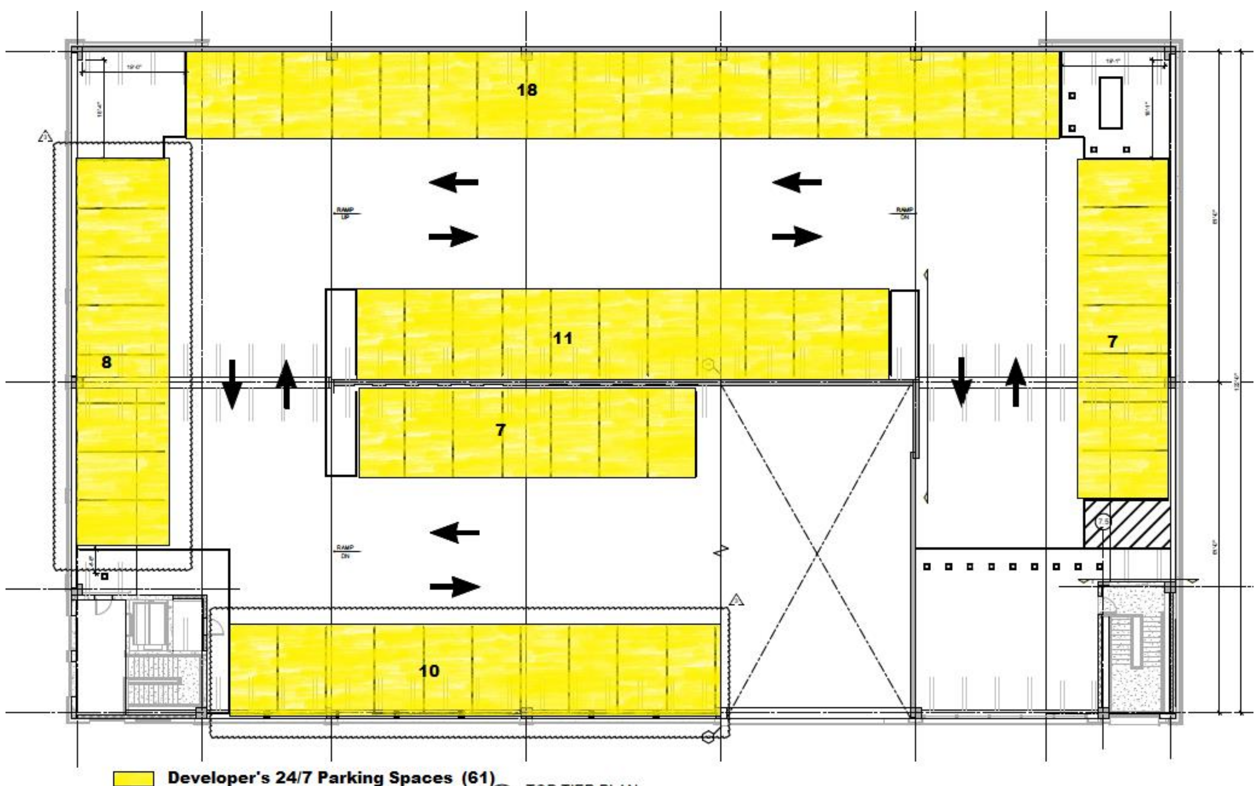



18
6
22
8
2
2
15
City HC Parking Spaces (4)
City 24/7 Parking Spaces (69)
1
SECOND TIER PLAN


18
6
22
8
2
1
1
15
City HC Parking Space (1)
City 24/7 Parking Spaces (6)
1
THIRD TIER PLAN
Developer Non-Bus Hours Spaces (63)
Developer HC Parking Spaces (3)



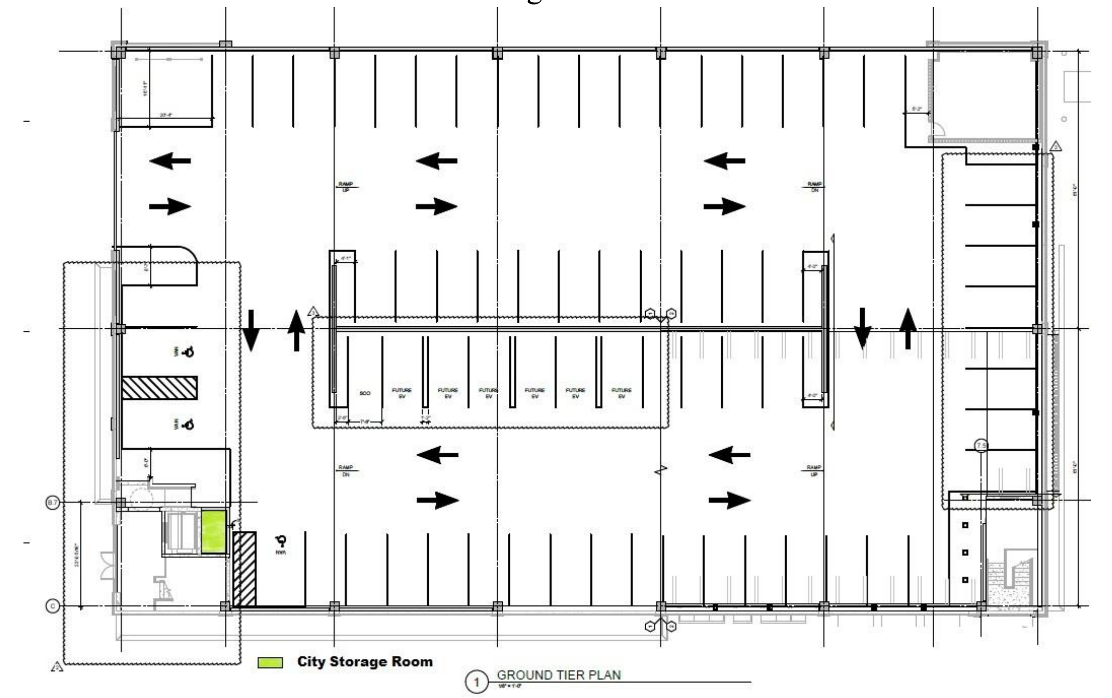
1 FOURTH TIER PLAN

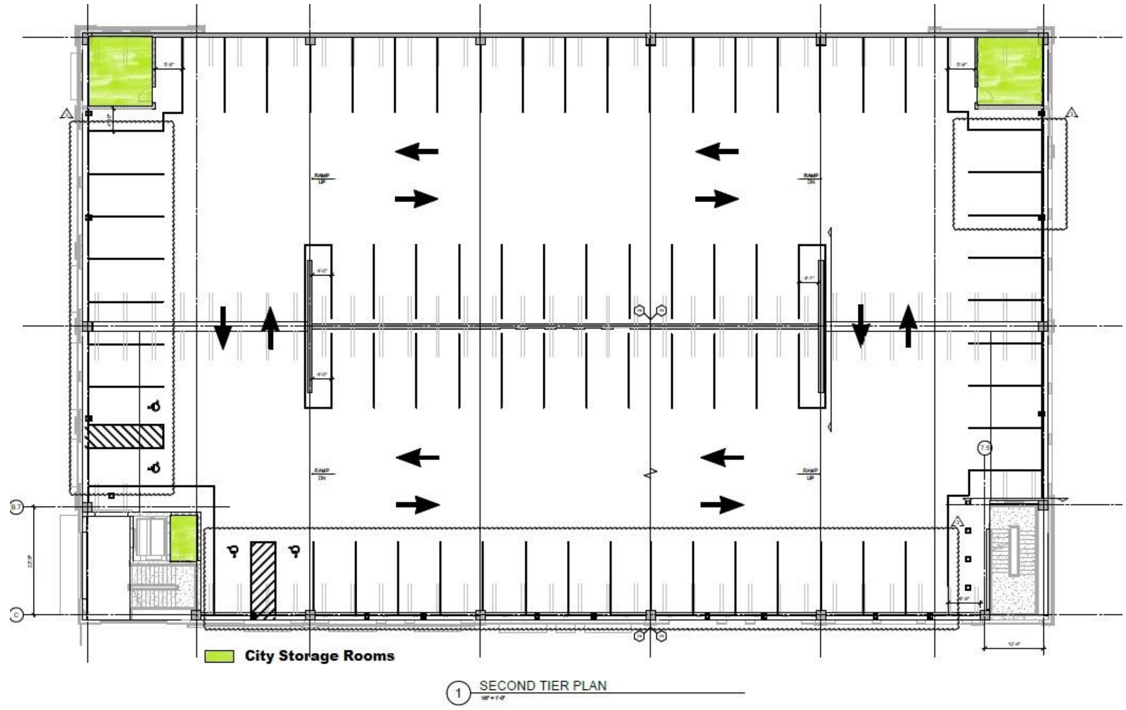


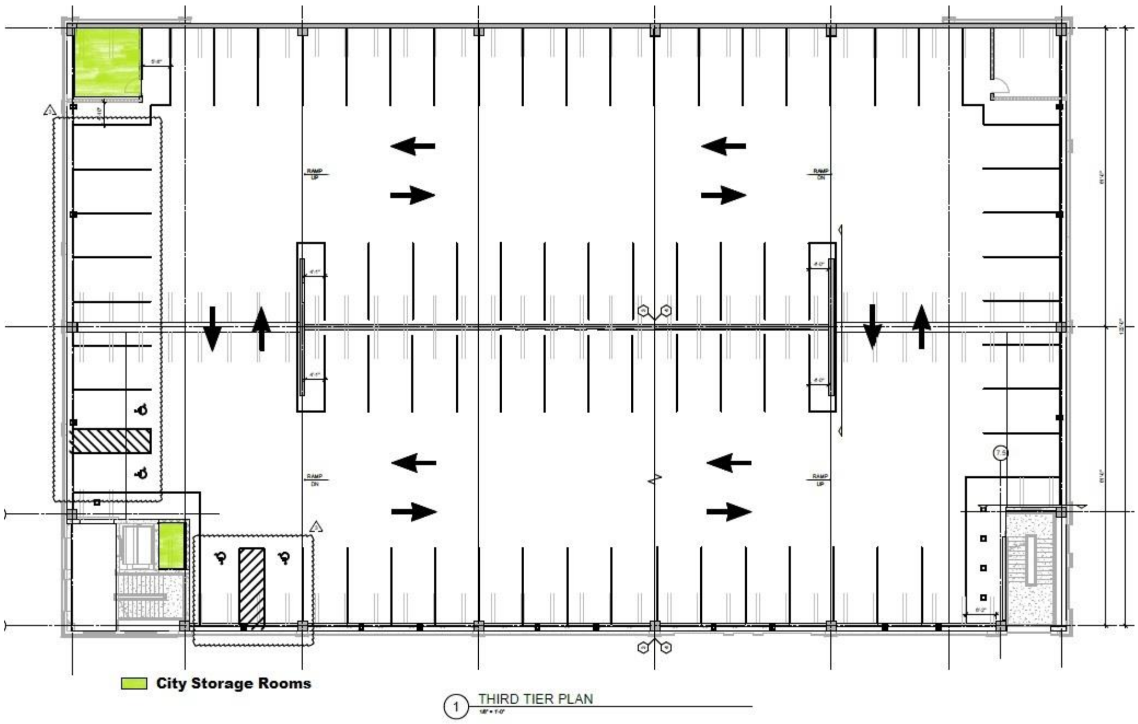
1 TOP TIER PLAN

EXHIBIT D

Storage Rooms






RAMP UP
RAMP DN
City Storage Rooms
1 THIRD TIER PLAN

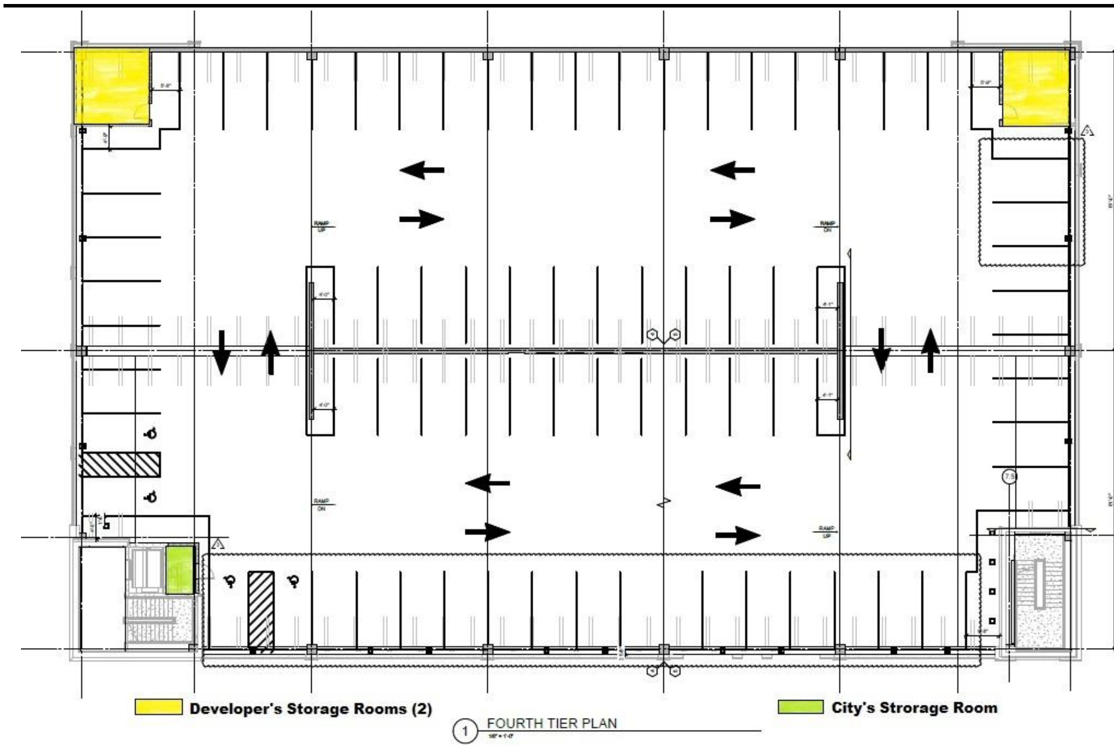

RAMP UP
RAMP DN
Developer's Storage Rooms (2)
City's Strorage Room
1 FOURTH TIER PLAN

EXHIBIT E

Leasing Spaces

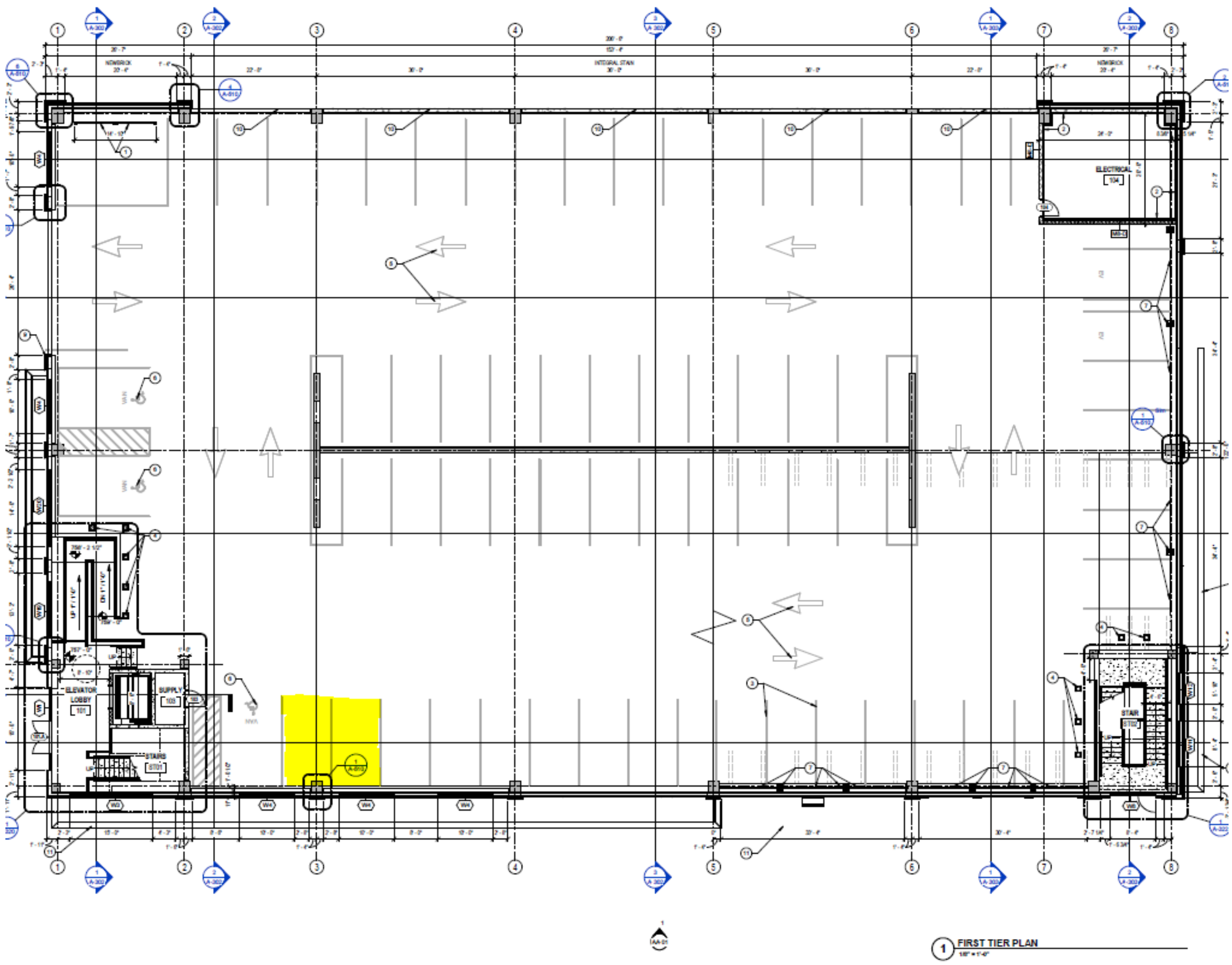


Exhibit F
Garage MOA-Required Terms

It is the intent of the Parties that the City shall be exclusively liable for operation, repair and replacement of the Garage and all component parts thereof, including, without limitation, satisfying the requirements of the items listed below. Moreover, City shall be responsible for the costs of operation, repair and replacement of the Garage, including without limitation, satisfying in full the requirements of the items listed below, all of which shall be included, among other reasonable, commercial terms, in the Garage MOA.

- Operation, routine and capital maintenance and repair of the Garage, Common Pedestrian Areas, Structural Elements and Garage Equipment, including, without limitation removal of rubbish, water, ice and snow and all necessary maintenance, repairs and replacements
- Maintaining the Garage in a clean condition, ordinary wear and tear excepted.
- Installing and maintaining garage signage, including, without limitation, signs concerning the exclusivity of the Developer Parking Spaces, Developer Storage Rooms and the Leasing Spaces.
- Paying insurance, utilities and taxes, if applicable, related to the Garage.
- Providing safety and security monitoring, patrolling and enforcement services for the Garage and Garage Site.
- Furnishing utilities and other services consistent with the standards of a first-class parking garage in Valparaiso, Indiana
- Replacing all lamps, bulbs, starters and ballasts in Garage
- Towing of Unauthorized Vehicles in the Garage;
- Creating and negotiating with Developer in good faith the Budget
- Providing the Annual Statement
- Promptly and diligently repairing any casualty damage
- Creating the Maintenance Plan
- Paying all Garage Expenses

PORTER COUNTY BUILDING TRADES

Proposal for Residential Construction Project at 807 Lafayette Street

OVERVIEW:

Porter County Building Trades proposes to construct a single-family home at 807 Lafayette Street in Valparaiso. The home will be built in alignment with the city's current affordable housing guidelines and will serve as a capstone project for our Construction Trades program during the 2025–2026 school year.

PROJECT OBJECTIVES:

- Build a high-quality, single-family home within the standards of Valparaiso's affordable housing requirements.
- Engage 30–40 second-year Construction Trades students in all phases of the residential build, providing them with hands-on, real-world experience.
- Involve 30–40 first-year Construction Trades students as observers and assistants, allowing them to gain exposure and foundational learning through on-site instruction.
- Collaborate with local trade partners to provide mentorship and specialized training opportunities, enhancing student learning through industry involvement.

EDUCATIONAL VALUE:

This project is designed to immerse students in the full scope of residential construction—from site prep to final finishes. With the guidance of program instructors and community partners, students will develop essential skills in carpentry, electrical, plumbing, roofing, siding, and more. Observing students will benefit by connecting classroom theory with real-world applications.

COMMUNITY IMPACT:

This project supports local affordable housing efforts while also fostering workforce development in Porter County. Students will leave the program better prepared to enter the skilled trades and contribute to our region's economic strength.

DETERMINING THE SALE PRICE:

All proceeds from the home sale are reinvested directly into the Porter County Building Trades Corporation account. These funds become the foundation for our next student-built home, allowing us to reduce reliance on large construction loans and keep the program thriving year after year. Your support helps build both homes and futures.

PROCEEDS:

This program isn't about profit—it's about purpose. All proceeds from the home sale go directly back into the Porter County Building Trades Corporation account. These funds jumpstart the next student-built home, allowing us to reduce or eliminate the need for large construction loans and keep the program self-sustaining.

HOMES ARE NOT PRE-SOLD:

We do not pre-sell the homes built through our program. While it's an option in some cases, pre-sales often lead to upgrade requests that exceed our educational budget. Instead, we focus on constructing high-quality homes with durable, higher-end features that provide long-term value and support student learning.

HOUSE SPECIFICATIONS:

We're moving forward with a well-designed floor plan originally created for a lot on Lafayette Street—similar in size and layout to this one. The design balances functionality with curb appeal and will guide the construction process. Full specs and renderings will be shared soon as part of the project materials.

PORTER COUNTY
CAREER+
TECHNICAL
EDUCATION

CN
LAFAY
WASHI
BUSH ST.
BUSH ST.
NAPOLEON ST.
LAFAYETTE ST.
WASHINGTON ST.
WASHINGTON ST.
NC 60
PINE ST.
PINE ST.

CITY OF VALPARAISO, IN
DEMOLITION OF 357 LINCOLNWAY, 359 LINCOLNWAY & 360 INDIANA PROJECT
BID TABULATION
Bid Opening: May 23rd, 2025

				ENGINEER'S ESTIMATE		**C LEE CONSTRUCTION SERVICES INC**		G.E. MARSHALL, INC		EGOLF COATES EXCAVATION	
No	**DESCRIPTION**	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	DEMOLITION OF 357 LINCOLNWAY	1	LUMP SUM	$ 30,000.00	$ 30,000.00	$ 34,850.00	$ 34,850.00	$ 46,670.00	$ 46,670.00	$ 40,000.00	$ 40,000.00
2	DEMOLITION OF 359 LINCOLNWAY	1	LUMP SUM	$ 30,000.00	$ 30,000.00	$ 42,125.00	$ 42,125.00	$ 40,240.00	$ 40,240.00	$ 40,000.00	$ 40,000.00
3	DEMOLITION OF 360 INDIANA	1	LUMP SUM	$ 87,500.00	$ 87,500.00	$ 61,981.00	$ 61,981.00	$ 71,800.00	$ 71,800.00	$ 90,000.00	$ 90,000.00
4	ABATEMENT OF ACMs AND CLEARANCE ASSESSMENT - 359 LINCOLNWAY	1	LUMP SUM	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 2,760.00	$ 2,760.00	$ 5,000.00	$ 5,000.00
5	ABATEMENT OF ACMs AND CLEARANCE ASSESSMENT - 360 INDIANA	1	LUMP SUM	$ 7,500.00	$ 7,500.00	$ 12,875.00	$ 12,875.00	$ 11,845.00	$ 11,845.00	$ 15,000.00	$ 15,000.00
		Project Total =			$ 160,000.00		**$ 154,831.00**		$ 173,315.00		$ 190,000.00
								Bidder's total	$ 163,315.00		

Identified numbers represent math error on contractor's bid form. Corrected values are shown on this Bid Tabulation.

This change does not affect the lowest bidder.

	C LEE CONSTRUCTION SERVICES INC	G.E. MARSHALL, INC	EGOLF COATES EXCAVATION
Itemized Bid on Correct Bid Form?	Yes	Yes	Yes
Contractor's Bid for Public Works (Form 96)?	Yes	Yes	Yes
Supporting Information Required by Form 96?	Yes	Yes	Yes
Bid Security (5% of Proposal)?	Yes	Yes	Yes
Financial Statement (Form 96)	Yes	Yes	Yes
Responsible Bidding Practices Documents?	Yes	Yes	Yes
Acknowledged Receipt of Addenda 1?	N/A	N/A	N/A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Updated
5/21/2025

RDC Grant Match and Selected Projects

Des No	Project Name	Project Description	Date (Grant Awarded/Project Budgeted)	Lead Project Department	Design Consultant	Grant Category*	Professional Engineering (PE) Cost	Right-of-Way (RW) Acquisition Cost	Construction (CN) Cost	Construction Engineer (CE) Cost	Total Project Cost	Federal Funds	Local Funds	Local Match Expenditures To Date [1]	Local Funds Source	Anticipated Construction Year	Construction Firm
1702150	Silhavy Road Realignment	Roundabout design to improve frontage road access north of Hwy 30/Silhavy intersection	See Note[†]	Engineering	BLN/ASI/DLZ	See Note[†]	$515,400	$143,900	$4,900,000	$490,000	$6,049,300	$6,049,300	$0	$0	N/A	2026	
1702151	US 30 Landscaping and Beautification	Enhance community gateway signage	See Note[†]	Engineering	BLN/ASI/DLZ	See Note[†]	$430,300	$0	$2,552,500	$345,000	$3,327,800	$3,327,800	$0	$0	N/A	2024	FH Paschen
1902686	Lincolnway & Campbell Roundabout	Improvements at Lincolnway and Campbell to improve geometry and reduce congestion	March 2019	Engineering	ASI	CMAQ	$897,958	$2,750,000	$3,754,610	$565,000	$7,967,568	$4,400,000	$3,567,568	$1,707,028	RDC	2027	
2101133	SR 130 @ CR 400 N Roundabout	Improvements at SR 130 and CR 400 N to improve geometry and reduce congestion	March 2021	Engineering	RQAW	CMAQ	$456,250	$200,000	$2,867,500	$320,694	$3,844,444	$2,350,000	$1,494,444	$95,574	RDC	2028	
2101141	Barrel District to TOD Trail	Multi modal pathway connecting downtown to Transit Center and Journeyman	March 2021	Planning	DLZ	TAP	$681,442	$146,860	$4,050,000	$486,000	$5,364,302	$4,100,000	$1,264,302	$100,940	RDC	2026	
2300657	Indiana Ave Cultural Trail	Streetscape improvements along the south side of Indiana from Lafayette to Morgan	March 2023	Planning	ASI	STBG	$1,171,065	$0	$4,601,500	$575,200	$6,347,765	$4,000,000	$2,347,765	$107,030	RDC	2030	
2300659	Horse Prairie/South Campbell St Extension	Complete Streets improvements along Campbell St from Boundary to US 30 to re-configure West St S-Curve	March 2023	Engineering	ASI	STBG	$1,044,885	$425,000	$5,380,000	$672,500	$7,522,385	$4,500,000	$3,022,385	$79,195	RDC	2030	
423718	Lincolnway Streetscape Improvements	Various streetscape improvements along Lincolnway, Michigan Ave., Morgan Blvd., Jefferson St & Valparaiso St.	March 2024	Engineering	American Structurepoint	READI 1.0	$269,350	$0	$2,099,700	$0	$2,369,050	$1,000,000	$1,369,050	$1,380,069	RDC & Utilities	Fall 2025	Gariup
NA	Regal Beloit Factory Redevelopment	Redevelopment of a blighted industrial property that is undergoing environmental remediation into a community multi-generational activities and enrichment center.	2024	Parks, RDC	Sports Facilities Companies	READI 2.0/Lilly Endowment	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	RDC, Bonds, other	TBD	TBD
NA	Memorial Parkway (Vale Park to Burlington Beach Rd.)	Design and construction of Memorial Pkwy to Vale Park Rd	2022	Engineering	Abonmarche	NA	$316,000	TBD	TBD	TBD	TBD	NA		$175,700	RDC, Bonds	TBD	TBD
NA	Montdale Utility Connect to 325	Connect water line for economic development in TIF District #?	2025 RDC Budget	Utilities	DVG	NA	$8,500	NA	TBD	TBD	TBD	NA		$0.00	RDC	2025	2025
NA	Marsh Public Lift Station	Connect force main from Marsh to Horseprairie for economic development in TIF District #?	2025 RDC Budget	Utilities	DLZ	NA	$85,100	NA	TBD	TBD	TBD	NA		$11,150.00	RDC	2025	2026

[†] Projects are paid from SR 130 Relinquishment Funds per Transfer Agreement executed in April 2012

*Grant Category descriptions provided as follows:
CMAQ - Congestion Mitigation for Air Quality. Federal Highway Administration Funds administered by INDOT and programmed by NIRPC
TAP - Transportation Alternatives Program. Federal Highway Administration Funds administered by INDOT and programmed by NIRPC
STBG - Surface Transportation Block Grant. Federal Highway Administration Funds administered by INDOT and programmed by NIRPC
HSIP - Highway Safety Improvement Program. Federal Highway Administration Funds administered and programmed by INDOT

[1] Preliminary total (excludes reimbursements)