



CITY OF VALPARAISO

Redevelopment Commission

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

President

Rob Thorgren
Appointed by Mayor Costas
Term 01/01/2025-12/31/2025

Vice President

Barbara Domer
Appointed by City Council
Term 01/01/2025-12/31/2025

Secretary

Bill Durnell
Appointed by Mayor Costas
Term 01/01/2025-12/31/2025

Members

Trish Sarkisian
Appointed by Mayor Costas
Term 01/01/2025-12/31/2025

Diana Reed
Appointed by City Council
Term 01/01/2025-12/31/2025

Auxiliary Member

John Nupnau
Appointed by Mayor Costas
Term 01/01/2025-12/31/2025

Spencer Skinner
Appointed by City Council
Term 01/01/2025-12/31/2025

Advisory Member

Frank Dessuit
Appointed by Mayor Costas
Term 01/01/2025-12/31/2025

Legal Counsel

Patrick Lyp

Director of Development

George Douglas

RDC MEETING AGENDA: Thursday, July 17, 2025

8:45 a.m. Executive Session: The Valparaiso Redevelopment Commission will meet in Executive Session at 8:45 a.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.

9:00 a.m. (Immediately following Executive Session, whichever occurs later)

NOTICE: The Redevelopment Commission will meet on Thursday, July 17th. This meeting will be held by the Valparaiso Redevelopment Commission at Valparaiso City Hall, 166 W. Lincolnway, Valparaiso, Indiana on **July 17, 2025 at 9:00 am** 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) July 17, 2025 Executive Session Minutes (Bill Durnell)
 - b) June 12, 2025 Meeting Minutes (Bill Durnell)
- 2) Approval of Claims Register and Financial Report (George Douglas)
- 3) RFP Browning Day (George Douglas)
- 4) Public Art at Kirchoff Park (Maggie Clifton)
- 5) Downtown Streetscape (Max Rehlander)
 - Request for Funds for Change Orders #2 and #4
 - Request for Funds for Paving Improvements
- 6) Barrel District Trail – Request for Funds for Supplement Agreement #3 (Max Rehlander)
- 7) Other Business
- 8) Public Comment
- 9) 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 () 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.

- August 14, 2025
- September 11, 2025

VALPARAISO REDEVELOPMENT COMMISSION
Regular Meeting Minutes
June 12, 2025

The regular meeting of the Valparaiso Redevelopment Commission was called to order at 5:19 p.m. on Thursday, June 12, 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, Planning Director Bob Thompson, Kevin Cornett, Porter County Career & Technical Education and members of the public. Rob Thorgren and Frank Dessuit were not in attendance.

ITEM #1- MINUTES: (1:23)

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

Motion: Mr. Durnell moved to approve the June 12 2025, executive meeting minutes. Ms. Sarkisian seconded. A voice vote was unanimously carried.

Mr. Durnell reported copies of May 8, 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 May 8, 2025, meeting minutes. Ms. Sarkisian seconded. A voice vote was unanimously carried.

ITEM #2 CLAIMS REGISTER AND FINANCIAL REPORT: (3:02)

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.

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

ITEM #3 PARKING LOT EASEMENT: (5:51)

Mr. Douglas reported the Parking Lot Agreement pertains to a parking lot easement between the developers of the Linc Apartments and the Lincoln Highway Garage, which is owned by the Redevelopment Commission. As part of the original Economic Development Agreement (EDA), the Commission agreed to provide up to 200 parking spaces in the garage for Linc residents. The easement agreement now formalizes that commitment and includes several amendments to the original EDA:

- **Parking Allocation**: 127 spaces will be designated for residential units, plus 7 ADA-compliant spaces, totaling 134 dedicated spots. This reduces the number of publicly available nested spots from 73 to 66.
- **Storage Units**: The amended agreement includes provisions for two storage units within the garage. A one-time payment of \$20,000 will be made by the developer to reflect the additional construction cost associated with these units.

- **On-Site Parking Adjustment:** The original EDA included 8 on-site spaces for the development. These were not feasible due to site layout constraints and NIPSCO easements. The developer will provide a payment to reflect the loss of value to the garage, subject to the Commission's review and waiver of the original requirement.

The parties are still finalizing the language of the amended EDA and easement agreement. Once complete, the final documents will be circulated to the Commission. Mr. Douglas requested authorization for the Commission President or Vice President to sign the amended EDA and parking easement agreement once finalized.

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

- Confirmation was made that 200 garage spaces remain dedicated to the Linc Apartments, with 127 available to residents 24/7, 7 designated as ADA-accessible, and that the developer will provide financial compensation in connection with these changes.
- Will the developer carry insurance for the two storage units dedicated to them?
- What time must the public vacate the nested parking spots?
- Is the allocation of maintenance costs identified in the amended Economic Development Agreement?
- What is the term of the agreement, and does the \$250 permit fee include an escalator or allow for renegotiation after a certain period?

City staff answered and addressed questions and discussion items.

Motion: Mr. Durnell moved to authorize the President or Vice President to sign the both the amendments to the Easement agreement and the Economic Development Agreement subject to the city attorneys review and approval. Ms. Sarkisian seconded. A voice vote was unanimously carried.

ITEM #4 DONATION OF PROPERTY TO PORTER COUNTY CAREER & TECHNICAL EDUCATION: (30:56)

Mr. Douglas reported the proposed donation of property at 807 Lafayette Street to Porter County Career & Technical Education (PCCTE). The parcel, formerly part of the Regal Beloit acquisition, lies outside any environmental restrictive covenants and is zoned for residential use. Porter County Career & Technical Education plans to use the site for its Building Trades Program, in which students construct a single-family home annually as part of their curriculum. The proceeds from the sale of the home support the continuation of the program. Mr. Douglas requested authorization for the President or Vice President to sign a quitclaim deed transferring the property for this educational purpose, as allowed under Indiana statute.

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

- Is there a requirement that the home constructed on the donated lot be sold to an owner-occupant, rather than an investor or non-resident buyer?
- How many bedrooms are anticipated in the home?
- Will the home be a ranch or two-story design?
- Given concerns seen in other areas with companies purchasing homes for resale or rental use, is there any mechanism in place to ensure the home built is sold to a long-term, owner-occupant rather than an investor or rental entity?

- Who will design the plans for the home?

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

Motion: Mr. Durnell motioned to authorize the President or Vice President to sign a quit claim deed with the appropriate restrictions on transfer. Ms. Reed seconded the motion. A voice vote was unanimously carried.

ITEM #5 BID AWARD FOR 357 & 359 LINCOLNWAY & 360 INDIANA AVE: (39:06)

Mr. Douglas reviewed a request to fund the demolition of three properties acquired by the City through the Board of Works as part of the Lincolnway and Campbell Street intersection improvement project. Demolition bids were previously opened and are expected to be awarded to C. Lee Construction in the amount of \$154,831. The demolition is planned to occur on a tight schedule. Afterward, the Department of Public Works will seed and maintain the properties, with no cost to the Redevelopment Commission. Funding for the demolition will come from the Commission's budget as part of the local grant match, with the potential for reimbursement if project funds remain.

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

- Can you clarify the category of the grant and confirm where the funding for the overall Lincolnway Campbell Roundabout Project will come from? The demolition work is just one component of a much larger project.
- This project is funded through a Congestion Mitigation and Air Quality (CMAQ) grant, applied for through Federal Highway Administration funds, administered by INDOT, and programmed by NIRPC. Can you confirm if that's correct? Also, what is the current total estimated cost of the full Lincolnway Campbell Roundabout Project?
- Given the recent news about federal grant freezes and ongoing uncertainty, is the funding for the Lincolnway and Campbell Roundabout Project still secure? Could there be potential delays or alternate funding scenarios? What is the confirmed construction year for the project?
- Will additional right-of-way need to be acquired in order to complete the full project?
- The environmental study public hearing was expected last summer but hasn't occurred. Could we get clarity on the project's timeline and next steps moving forward?

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

ITEM #6 DASH OPERATIONS FUNDING REQUEST: (45:51)

Mr. Thompson reported transit is requesting \$150,000 to support the operations of DASH. Transit anticipated receiving federal funding, but the funds did not arrive as expected. INDOT has since confirmed that the funding is on its way. In the meantime, we are asking for this \$150,000 to help cover DASH expenses over the next few months.

Motion: Ms. Sarkisian motioned to approve the \$150,000 operational support for Chicago Dash. Ms. Reed seconded the motion. A voice vote was unanimously carried.

ITEM #7 MASTERPLAN DISCUSSION – PARK 30 MASTERPLAN & EASTSIDE MASTERPLAN: (48:03)

Mr. Douglas provided background on the City's original engagement with Browning Day to design the Sports and Recreation Campus, approximately 250 acres along Memorial Drive. Following the project's pause and subsequent consideration of a data center for the site, the City also engaged Browning Day, with RDC support, to create a master plan for the adjacent East Side area west of the original campus. This area includes land owned by St. Mary's/Powers Health and PATCO.

Due to changes in development plans and the shift in funding, the original design work for the East Side was never completed. Mr. Douglas proposed re-engaging Browning Day to update and complete the master plan, integrating both the East Side and the former Sports Campus to guide future land use, connectivity, and infrastructure planning.

There is funding available in the Professional Studies budget line. Mr. Douglas requested permission to work with Browning Day and other City departments (Planning, Utilities, and Engineering) to finalize a scope of work and return with a proposed contract and public process timeline at an upcoming meeting.

Discussion from Commission members included:

- Will the public be a part of this updated scope with Browning Day?
- Are you seeking approval to re-engage Browning Day to update the original East Side plan, now including the former Sports and Recreation Campus as well, and to structure a public process similar to what we're doing on West Street?
- Is there an existing East Side Master Plan that Browning Day has already completed, or was the work paused before a final version was produced?
- Clarification was made that there is no finalized East Side Master Plan currently on file. Browning Day has not submitted any formal plan to the City to date. Prior to discussions about a change in scope or a contract amendment, no document titled "East Side Master Plan" was completed or delivered.
- Do we know the cost to expand the scope?
- The former Sports Park project involved a significant amount of public input and suggestions for potential uses. Is that documentation still available and, if so, should it be revisited or refreshed to give the public an early opportunity to weigh in again before new ideas are presented to Browning Day? If we're asking them to expand the scope, it seems important to clarify what direction or priorities they should be responding to.

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

Mr. Douglas provided an overview of a potential new planning effort focused on the area south of the airport, between Division Road and Highway 30, east of Pratt Industries and the Expo Center. The area consists of roughly 400+ acres, primarily zoned heavy industrial, and mostly located within city limits and the consolidated TIF district. It includes properties owned by two major landholders, one of which recently completed development of the Pottinger's facility.

While there has been strong interest from potential developers, the area faces infrastructure challenges, particularly limited water and sewer access, and roads that are not built for industrial

truck traffic. Utility extension efforts are underway (e.g., water main for the Nylea project), but there is no comprehensive plan in place to guide future investment or development.

Mr. Douglas noted that the current Comprehensive Plan (2013) is outdated and does not fully account for the City's recent annexations or growth in this area. In addition, adjacent property owners, some outside the city limits, have expressed interest in voluntary annexation.

Mr. Douglas intends to draft a scope of services and issue an RFQ to identify a consultant team that can lead a master planning process for this area. The plan would address land use, utility and road infrastructure needs, annexation opportunities, and long-term development strategy. Planning, Engineering, Utilities, and Storm Water departments will be directly involved. A formal proposal and budget will be brought to the Commission once a draft RFQ is completed.

Mr. Douglas informed the Commission of plans to begin preparing a Request for Qualifications (RFQ) to engage a consultant for a master planning effort in the area south of the airport, between Division Road and Highway 30. While most of the land is already zoned industrial, adjacent areas, including properties with potential voluntary annexation, warrant a broader planning approach.

The proposed scope would address land use, utility extension needs, infrastructure costs, and necessary roadway improvements to support future development. This effort will involve coordination with Planning, Engineering, Utilities, and Storm Water departments.

No action was necessary at this time. Mr. Douglas will return with a draft RFQ and scope of services for Commission input before issuing the request to firms.

Discussion from Commission members included:

- Given that changing allocation areas is a multi-step process, typically involving five steps and taking several months, is there any reason to wait before initiating the process to add this area?
- Suggestion was made that pricing is included as part of the request. Since this is not a grant-funded project. Using a competitive bidding process will help ensure we get the best value.

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

ITEM #8 PROJECT SPREADSHEET UPDATE: (74:26)

Mr. Douglas presented the updated project spreadsheet, which is reviewed and distributed quarterly. The document includes year-to-date and life-to-date financials for active projects. While not reviewed in detail during the meeting, members were encouraged to review the spreadsheet and reach out with any questions.

One new project to be added is the Silhavy Road–Canadian National crossing, which is being funded through LIT. Although it does not involve Redevelopment Commission match funds, it will be included for tracking purposes.

Most projects on the list involve grant matches, with the notable exception of the INDOT relinquishment funds received for State Road 130. Debbie and the Engineering Department are actively involved in maintaining the accuracy of the spreadsheet.

ITEM #9 OTHER BUSINESS : (76:08)

Mr. Douglas acknowledged that this meeting would be Patrick's final appearance before the Redevelopment Commission, as he will be moving on to new professional opportunities outside of city government. While he will remain local, his departure marks the end of his formal role with the Commission.

Mr. Douglas expressed his deep appreciation for Patrick's many contributions—not only in his official capacity, but also as a trusted colleague and friend. Patrick has played a vital role in supporting the work of the Commission and has contributed significantly to economic development efforts, city projects, and overall community advancement.

In addition to his professional expertise, Patrick has been a mentor and an invaluable resource, frequently relied upon for historical context, strategic insight, and guidance. His presence and partnership will be deeply missed.

Mr. Douglas, speaking both as staff and a fellow Commission member, extended heartfelt thanks and best wishes to Patrick on behalf of the entire Commission. "Patrick, you've been outstanding at what you've done. You've meant a lot to me, you've mentored me, and you've made these projects and this community better. You'll be sorely missed here beside me, and beside us on the dais"

Ms. Sarkisian recognized Patrick for his years of dedicated service, his leadership, professionalism, and contributions to key projects, including The Linc, Regal Beloit, and Journeyman. Ms. Sarkisian acknowledged his deep institutional knowledge, strong negotiating skills, and the lasting impact of his work.

Ms. Reed thanked Patrick for his outstanding legal advice, guidance, and availability, including support during weekends. His professionalism, friendship, and lasting contributions to the community were recognized, with members noting that his role will be hard to fill.

Ms. Domer thanked Patrick for his support and guidance on both the City Council and Redevelopment Commission, recognizing his impact on the city's growth, and wishing him the best in his next steps. Patrick has certainly made a difference in Valparaiso.

Mr. Durnell reflected on knowing Patrick for nearly a decade, recalling past discussions on RDC matters. Mr. Durnell acknowledged Patrick's strong legal expertise and expressed gratitude for his service, wishing him the best in his future endeavors.

Patrick reflected on his long tenure since 2004, recalling early projects such as the extension of Vale Park and collaboration with former city engineers and officials. He emphasized the Redevelopment Commission's lasting impact on many local projects, from connector roads to prominent developments like Journeyman, The Linc, and Indiana Beverage. Patrick noted that while the origins of these projects may fade over time, their effects endure, highlighting

Valparaiso's reputation for follow-through on commitments. He expressed gratitude for the opportunity to serve alongside many dedicated predecessors and thanked the group.

Patrick was thanked sincerely for his service and will be greatly missed.

ITEM #10 PUBLIC COMMENT: (82:28)

None.

ITEM #11 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 6:40 p.m.

Bill Durnell, Secretary

Date: 07/10/2025 01:08:11 PM

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Accounts Payable Register

APV Register Batch - RDC JULY 17, 2025 APV 7175-7219

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 7177									
07/09/2025	7177	BANK OF NEW YORK MELLON TRUST CO		4445020307.000	RDC TIF - BOND OBLIGATION	ECONOMIC DEVELOPMENT BOND SERIES 2019-VALE VIEW SPRING 2025	19954.43	8736 07/09/2025	
07/09/2025	7177	BANK OF NEW YORK MELLON TRUST CO		4445020307.000	RDC TIF - BOND OBLIGATION	ECONOMIC DEVELOPMENT BOND SERIES 2019-VALE VIEW FALL 2022	16616.93	8736 07/09/2025	
07/09/2025	7177	BANK OF NEW YORK MELLON TRUST CO		4445020307.000	RDC TIF - BOND OBLIGATION	ECONOMIC DEVELOPMENT BOND SERIES 2019-VALE VIEW FALL 2023	18732.34	8736 07/09/2025	
SubTotal APV Number 7177							55303.70		
**APV Number 7178									
07/09/2025	7178	US BANK TRUST COMPANY, NATIONAL ASSOCIATION		4445020307.000	RDC TIF - BOND OBLIGATION	SRDA LEASE RENTAL REVENUE BOND 2023A	3000.00	8737 07/09/2025	
SubTotal APV Number 7178							3000.00		
**APV Number 7182									
07/09/2025	7182	OLD NATIONAL BANK		4445020307.000	RDC TIF - BOND OBLIGATION	STAXABLE ECON DEV 2021 -CALKINS HILL	20263.54	8754 07/17/2025	
SubTotal APV Number 7182							20263.54		
**APV Number 7219									
07/10/2025	7219	US BANK TRUST COMPANY, NATIONAL ASSOCIATION		4445020307.000	RDC TIF - BOND OBLIGATION	STAX INCREMENT REV BOND SERIES 2023A ANCO	149150.82	8775 07/10/2025	
SubTotal APV Number 7219							149150.82		
SubTotal Appropriation 4445020307.000							227718.06		
**Appropriation 4445020308.000 RDC TIF - SCHOOL CHALLENGE GRANTS									
**APV Number 7183									
07/09/2025	7183	EAST PORTER CO. SCHOOL CORP		4445020308.000	RDC TIF - SCHOOL CHALLENGE GRANTS	2025 CHALLENGE GRANT REIMB	88721.82	8756 07/17/2025	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
SubTotal APV Number 7183							88721.82			
SubTotal Appropriation 4445020308.000							88721.82			
**Appropriation 4445020309.000 RDC TIF - PROFESSIONAL STUDIES										
**APV Number 7184										
07/09/2025	7184	MKSK, INC		4445020309.000	RDC TIF - PROFESSIONAL STUDIES	PROF SVCS THRU 5/31-WEST ST	12197.50	8746	07/17/2025	
SubTotal APV Number 7184							12197.50			
SubTotal Appropriation 4445020309.000							12197.50			
**Appropriation 4445020310.000 RDC TIF - PROFESSIONAL SERVICES										
**APV Number 7185										
07/09/2025	7185	BARNES AND THORNBURG, LLP		4445020310.000	RDC TIF - PROFESSIONAL SERVICES	LOBBYING/ILRC ACTIVITY FILING	3010.00	8752	07/17/2025	
07/09/2025	7185	BARNES AND THORNBURG, LLP		4445020310.000	RDC TIF - PROFESSIONAL SERVICES	LOBBYING-JUNE	3000.00	8752	07/17/2025	
SubTotal APV Number 7185							6010.00			
**APV Number 7186										
07/09/2025	7186	CENDER & COMPANY LLC		4445020310.000	RDC TIF - PROFESSIONAL SERVICES	PROF SVCS	1487.50	8745	07/17/2025	
SubTotal APV Number 7186							1487.50			
SubTotal Appropriation 4445020310.000							7497.50			
**Appropriation 4445020311.000 RDC TIF - UTILITY IMPROVEMENTS										
**APV Number 7187										
07/09/2025	7187	DLZ INDIANA, LLC		4445020311.000	RDC TIF - UTILITY IMPROVEMENTS	PROF SVCS 4/19-6/13	7950.00	8749	07/17/2025	
SubTotal APV Number 7187							7950.00			
**APV Number 7188										
07/09/2025	7188	MENARDS, INC.		4445020311.000	RDC TIF - UTILITY IMPROVEMENTS	REGAL BLDG SECURITY SUPPLIES	26.95	8755	07/17/2025	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
SubTotal APV Number 7188							26.95		
SubTotal Appropriation 4445020311.000							7976.95		
**Appropriation 4445020312.000 RDC TIF - VALPONET									
**APV Number 7179									
07/09/2025	7179	NIPSCO		4445020312.000	RDC TIF - VALPONET	10 NAPOLEON 5/16-6/17	69.91	8738 07/09/2025	
SubTotal APV Number 7179							69.91		
**APV Number 7181									
07/09/2025	7181	NITCO		4445020312.000	RDC TIF - VALPONET	VALPONET INTERNET 7/1-7/31	84.95	8740 07/09/2025	
SubTotal APV Number 7181							84.95		
**APV Number 7216									
07/09/2025	7216	GGNET, INC		4445020312.000	RDC TIF - VALPONET	MONITORING FOUR FIBER STRANDS	250.00	8772 07/17/2025	
SubTotal APV Number 7216							250.00		
**APV Number 7217									
07/09/2025	7217	MIDWESTERN ELECTRIC INC		4445020312.000	RDC TIF - VALPONET	MONTHLY FIBER MAINTENANCE	200.00	8773 07/17/2025	
SubTotal APV Number 7217							200.00		
SubTotal Appropriation 4445020312.000							604.86		
**Appropriation 4445020315.000 RDC TIF - INDUSTRIAL INFRASTRUCTURE									
**APV Number 7175									
06/19/2025	7175	NIPSCO		4445020315.000	RDC TIF - INDUSTRIAL INFRASTRUCTURE	908/909 LAFAYETTE 5/7-6/6	31607.65	8734 06/19/2025	
SubTotal APV Number 7175							31607.65		
**APV Number 7180									
07/09/2025	7180	VALPARAISO CITY UTILITIES		4445020315.000	RDC TIF - INDUSTRIAL INFRASTRUCTURE	905 LAFAYETTE 5/15-6/15	775.08	8739 07/09/2025	
SubTotal APV Number 7180							775.08		

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
**APV Number 7181										
07/09/2025	7181	NITCO		4445020315.000	RDC TIF - INDUSTRIAL INFRASTRUCTURE	REGAL BLDG INTERNET/PHONE 7/1-7/31	134.90	8740	07/09/2025	
SubTotal APV Number 7181							134.90			
**APV Number 7191										
07/09/2025	7191	GREATER ILLINOIS TITLE COMPANY GROUP OF COMPANIES		4445020315.000	RDC TIF - INDUSTRIAL INFRASTRUCTURE	TITLE SEARCH-REGAL	275.00	8760	07/17/2025	
SubTotal APV Number 7191							275.00			
**APV Number 7192										
07/09/2025	7192	MILESTONE CONTRACTORS NORTH, INC.		4445020315.000	RDC TIF - INDUSTRIAL INFRASTRUCTURE	2025 PAVING-EVANS AVE STURDY TO SILHAVY	189493.73	8763	07/17/2025	
SubTotal APV Number 7192							189493.73			
**APV Number 7193										
07/09/2025	7193	F.E. MORAN, INC.		4445020315.000	RDC TIF - INDUSTRIAL INFRASTRUCTURE	FIRE SYSTEM SAFETY INSPECTION	2864.00	8757	07/17/2025	
SubTotal APV Number 7193							2864.00			
**APV Number 7194										
07/09/2025	7194	LAKESHORE LANDSCAPING, INC		4445020315.000	RDC TIF - INDUSTRIAL INFRASTRUCTURE	BACK LOT CLEAN UP AT REGAL	1950.00	8751	07/17/2025	
SubTotal APV Number 7194							1950.00			
SubTotal Appropriation 4445020315.000							227100.36			
**Appropriation 4445020316.000 RDC TIF - EASTSIDE (MEMORIAL DRIVE)										
**APV Number 7195										
07/09/2025	7195	ABONMARCHE CONSULTANTS, INC.		4445020316.000	RDC TIF - EASTSIDE (MEMORIAL DRIVE)	PROF SVCS THRU 5/15 -MEMORIAL PKWY-VALE PARK RD TO BURL BEACH	7475.00	8759	07/17/2025	
SubTotal APV Number 7195							7475.00			
SubTotal Appropriation 4445020316.000							7475.00			
**Appropriation 4445020322.000 RDC TIF - BUS SERVICE										

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
EXPENSES									
**APV Number 7194									
07/09/2025	7194	LAKESHORE LANDSCAPING, INC		4445020322.000	RDC TIF - BUS SERVICE EXPENSES	LANDSCAPING AT TOD PAYMENT 2 OF 8	1826.87	8751 07/17/2025	
07/09/2025	7194	LAKESHORE LANDSCAPING, INC		4445020322.000	RDC TIF - BUS SERVICE EXPENSES	LANDSCAPING AT TOD PAYMENT 3 OF 8	1826.87	8751 07/17/2025	
SubTotal APV Number 7194							3653.74		
**APV Number 7196									
07/09/2025	7196	CITY OF VALPARAISO		4445020322.000	RDC TIF - BUS SERVICE EXPENSES	TRANSFER OF FUNDS FOR DASH OPERATING COSTS	150000.00	8741 07/17/2025	
SubTotal APV Number 7196							150000.00		
**APV Number 7197									
07/09/2025	7197	NIRPC		4445020322.000	RDC TIF - BUS SERVICE EXPENSES	LOCAL MATCH FOR MCI DASH COACH PURCHASE	184422.89	8742 07/17/2025	
SubTotal APV Number 7197							184422.89		
SubTotal Appropriation 4445020322.000							338076.63		
**Appropriation 4445020323.000 RDC TIF - GRANTS MATCH									
**APV Number 7187									
07/09/2025	7187	DLZ INDIANA, LLC		4445020323.000	RDC TIF - GRANTS MATCH	PROF SVCS 5/10-6/13	472.32	8749 07/17/2025	
SubTotal APV Number 7187							472.32		
**APV Number 7198									
07/09/2025	7198	CENTRAL RAILROAD COMPANY OF INDIANAPOLIS		4445020323.000	RDC TIF - GRANTS MATCH	KENNEDY RAILROAD SVCS	329692.00	8758 07/17/2025	
SubTotal APV Number 7198							329692.00		
**APV Number 7199									
07/09/2025	7199	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC TIF - GRANTS MATCH	LINC/CAMP GRANTS MATCH	2370.51	8743 07/17/2025	
07/09/2025	7199	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC TIF - GRANTS MATCH	LINC/CAMP GRANTS MATCH	2026.97	8743 07/17/2025	
07/09/2025	7199	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC TIF - GRANTS MATCH	PROF SVCS 5/1/25-5/31/25-HORSE PRARIE	15350.28	8743 07/17/2025	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
07/09/2025	7199	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC TIF - GRANTS MATCH	PROF SVCS 5/1/25-5/31/25 CULTURAL TRAIL	10881.00	8743 07/17/2025	
07/09/2025	7199	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC TIF - GRANTS MATCH	LINC/CAMP GRANTS MATCH	309.60	8743 07/17/2025	
07/09/2025	7199	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC TIF - GRANTS MATCH	PROF SVCS 2/1/25-2/28/25 CULTURAL TRAIL	11879.00	8743 07/17/2025	
SubTotal APV Number 7199							42817.36		
SubTotal Appropriation 4445020323.000							372981.68		
**Appropriation 4445020327.000 RDC TIF - DOWNTOWN HOUSING /PARKING									
**APV Number 7179									
07/09/2025	7179	NIPSCO		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	301 LINCOLNWAY 5/29-6/27	1818.09	8738 07/09/2025	
SubTotal APV Number 7179							1818.09		
**APV Number 7181									
07/09/2025	7181	NITCO		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	PARKING GARAGE INTERNET /PHONE 7/1-7/31	186.06	8740 07/09/2025	
SubTotal APV Number 7181							186.06		
**APV Number 7200									
07/09/2025	7200	EVAPAR		4445020327.000	RDC TIF - DOWNTOWN HOUSING/PARKING	BELT FOR PARKING GARAGE GENERATOR	51.60	8770 07/17/2025	
SubTotal APV Number 7200							51.60		
SubTotal Appropriation 4445020327.000							2055.75		
SubTotal Fund Number 4445							1292406.11		
**Fund Number 4651 RDC GENERAL									
**Appropriation 4651020304.000 RDC GENERAL - OPERATIONS SUPPORT									
**APV Number 7201									
07/09/2025	7201	AIM		4651020304.000	RDC GENERAL - OPERATIONS	SREDEVELOPMENT ASSN OF INDIANA ANNUAL DUES	125.00	8761 07/17/2025	
SubTotal APV Number 7201							125.00		

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
**APV Number 7202									
07/09/2025	7202	BURKE, COSTANZA & CARBERRY, LLP		4651020304.000	RDC GENERAL - OPERATIONS	707 CENTER ST SUPPORT	337.50	8750 07/17/2025	
SubTotal APV Number 7202							337.50		
**APV Number 7203									
07/09/2025	7203	CITY OF VALPARAISO		4651020304.000	RDC GENERAL - OPERATIONS	CITY STAFF REIMB SUPPORT	525000.00	8741 07/17/2025	
SubTotal APV Number 7203							525000.00		
**APV Number 7218									
07/09/2025	7218	DEBRA MELCIC		4651020304.000	RDC GENERAL - OPERATIONS	FEDEX DELIVERY FOR BOND SUPPORT PAYMENTS	34.85	8774 07/17/2025	
SubTotal APV Number 7218							34.85		
SubTotal Appropriation 4651020304.000							525497.35		
**Appropriation 4651020305.000 RDC GENERAL - INITIATIVES									
**APV Number 7204									
07/09/2025	7204	LITTLE FREE LIBRARY LTD.		4651020305.000	RDC GENERAL - INITIATIVES	2025 NEIGHBORHOOD GRANT -BERKLEY LFL	619.02	8766 07/17/2025	
SubTotal APV Number 7204							619.02		
**APV Number 7205									
07/09/2025	7205	NEW TECH CORP		4651020305.000	RDC GENERAL - INITIATIVES	SIDEWALK PACKAGE #3	162913.82	8748 07/17/2025	
07/09/2025	7205	NEW TECH CORP		4651020305.000	RDC GENERAL - INITIATIVES	SIDEWALK PACKAGE #3	209695.00	8748 07/17/2025	
SubTotal APV Number 7205							372608.82		
**APV Number 7206									
07/09/2025	7206	TIMBERBRIDGE CONDOMINIUMS ASSOCIATION, INC.		4651020305.000	RDC GENERAL - INITIATIVES	2025 NEIGHBORHOOD GRANT -TIMBERBRIDGE LIGHTING	3001.00	8764 07/17/2025	
07/09/2025	7206	TIMBERBRIDGE CONDOMINIUMS ASSOCIATION, INC.		4651020305.000	RDC GENERAL - INITIATIVES	2025 NEIGHBORHOOD GRANT -TIMBERBRIDGE LIGHTING	5181.00	8764 07/17/2025	

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Date: 07/10/2025 01:08:11 PM

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
**Appropriation 4653020009.000 RDC GRANT - LINC/CAMP ROUNDY									
**APV Number 7199									
07/09/2025	7199	AMERICAN STRUCTUREPOINT, INC.		4653020009.000	RDC GRANT - LINC/CAMP ROUNDY	PROF SVCS 1/1/25-1/31/25	9482.05	8743 07/17/2025	
07/09/2025	7199	AMERICAN STRUCTUREPOINT, INC.		4653020009.000	RDC GRANT - LINC/CAMP ROUNDY	PROF SVCS 5/1/25-5/31/25	8107.86	8743 07/17/2025	
07/09/2025	7199	AMERICAN STRUCTUREPOINT, INC.		4653020009.000	RDC GRANT - LINC/CAMP ROUNDY	PROF SVCS 8/1/24-10/31/24	1238.38	8743 07/17/2025	
SubTotal APV Number 7199							18828.29		
SubTotal Appropriation 4653020009.000							18828.29		
**Appropriation 4653020010.000 RDC GRANT - TOD TRAIL TO DOWNTOWN									
**APV Number 7187									
07/09/2025	7187	DLZ INDIANA, LLC		4653020010.000	RDC GRANT - TOD TRAIL TO DOWNTOWN	PROF SVCS 5/10-6/13	1889.28	8749 07/17/2025	
SubTotal APV Number 7187							1889.28		
SubTotal Appropriation 4653020010.000							1889.28		
SubTotal Fund Number 4653							20717.57		
*** GRAND TOTAL ***							2842508.25		

CITY OF VALPARAISO REDEVELOPMENT COMMISSION								
JUNE 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 6/1/2025		\$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
Fund #	REVENUE							
4445	Revenue (Taxes)	\$4,722,964.89	\$0.00	\$0.00	\$0.00			\$4,722,964.89
4445	Interest Income	\$7,483.52	\$0.00	\$0.00	\$0.00			\$217,625.02
4445	Parking Garage EV Chargers	\$578.70	\$0.00	\$0.00	\$0.00			\$4,044.36
4445	Transfer In	\$0.00	\$0.00	\$0.00	\$0.00			\$913,867.84
4445	Miscellaneous	\$0.00	\$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	\$0.00	\$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	\$7,483.52	\$0.00	\$0.00			\$217,625.02
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	\$64,615.90	\$0.00	\$0.00			\$124,297.90
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	\$0.00	\$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	\$29,829.59	\$0.00			\$247,255.00
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		\$4,731,027.11	\$72,099.42	\$29,829.59	\$0.00	\$0.00	\$0.00	\$9,559,078.18
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	\$1,120,374.00	\$0.00	\$0.00	\$0.00			\$1,857,340.74
4445	School Challenge Grants	\$0.00	\$0.00	\$0.00	\$0.00			\$78,726.67
4445	Professional Studies	\$0.00	\$0.00	\$0.00	\$0.00			\$18,031.45
4445	Professional Services	\$6,661.25	\$0.00	\$0.00	\$0.00			\$48,542.85
4445	Utility Improvements	\$11,150.00	\$0.00	\$0.00	\$0.00			\$11,150.00
4445	ValpoNet	\$979.75	\$0.00	\$0.00	\$0.00			\$7,931.40
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	\$164,304.69	\$0.00	\$0.00	\$0.00			\$2,456,117.00
4445	Eastside (Memorial Drive)	\$2,500.00	\$0.00	\$0.00	\$0.00			\$2,500.00
4445	Workforce Housing Initiatives	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Journeyman TOD	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Environmental Protection	\$1,025.50	\$0.00	\$0.00	\$0.00			\$12,987.00
4445	Bus Service Expenses	\$3,086.87	\$0.00	\$0.00	\$0.00			\$3,886.87
4445	Grants Match	\$89,398.06	\$0.00	\$0.00	\$0.00			\$405,759.61
4445	Vale View	\$0.00	\$0.00	\$0.00	\$0.00			\$20,256.81
4445	Downtown Housing/Parking	\$7,483.44	\$0.00	\$0.00	\$0.00			\$272,529.52
4651	Unappropriated	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Operations Support	\$0.00	\$1,539.97	\$0.00	\$0.00			\$12,550.03
4651	Initiatives	\$0.00	\$120,026.00	\$0.00	\$0.00			\$160,461.10
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	\$12,217.82			\$87,918.67
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		\$1,406,963.56	\$121,565.97	\$0.00	\$12,217.82	\$0.00	\$0.00	\$7,486,495.06
Fund Balances: 6/30/2025		\$10,390,590.54	\$6,435,818.45	\$149,147.91	-\$117,861.08	\$210,301.00	-\$6,500,000.00	\$17,067,996.82
*OVERALL FUND BALANCE INCLUDES MONEY INVESTED AT TRUST INDIANA								

July 10, 2025

Mr. George Douglas
Director of Development
City of Valparaiso
166 Lincolnway
Valparaiso, IN 46383

via email: gdouglas@valpo.us

Re: Eastside Campus Master Plan 2.0
Project No. 22M023.A

Dear George,

Thank you for giving Browning Day the opportunity to submit our proposal of professional planning services to the City and Redevelopment Commission. We look forward to restarting and re-engaging on the master planning of land along the SR 49 corridor and the former youth sports campus. This letter outlines our process and understanding of how we will manage this project and will be our master agreement for the scope and schedule. This document will serve as a Letter of Agreement between the City of Valparaiso Redevelopment Commission (Client) and Browning Day (Architect). Client can provide alternate contracting mechanism (Professional Services Agreement or similar) if desired.

I. PROJECT DESCRIPTION

- A. Architect was previously under contract with Client in 2022-2023 to develop a master plan for the area shown in Attachment A. The effort was paused for a variety of reasons. Client now wishes to restart and re-engage architect in the planning effort for the area. Project areas are noted below:
 - 1. Approximately 150 acres just east of IN-49, between 400 N and 500 N
 - 2. Approximately 250 acres adjacent to the above site, which was formerly the proposed Sports and Recreation Campus, and is currently owned by the Client.

II. SCOPE AND PROCESS

- A. Phase 1: Discovery / Organization
 - 1. Phase 1 includes time to review the earlier efforts, and gather any new/existing data from the Client and publicly available resources. This could include the IN-49 Corridor Plan, existing parcels, utilities, contours, waterways, comprehensive plans, and other relevant base information.
 - 2. Upon reviewing and compiling the base maps and background information, Architect will meet with a selected group of stakeholders in a Kickoff Meeting and Worksession to learn more about the broader goals and objectives for this master plan.
 - 3. Outcomes from the worksession may include:
 - a. Goal statement.
 - b. Guiding principles.
 - c. Identify the range of uses envisioned (and prohibited).
 - d. Conceptual land planning diagrams of programmatic arrangements
 - 1) Circulation
 - 2) Building types
 - 3) Stormwater approach(es)
- B. Phase 2: Ideation / Visualization
 - 1. Architect will take the findings from Phase 1 and use those to inform preliminary conceptual plans and layouts.
 - 2. Following development of preliminary diagrams, concepts and precedent project imagery, Architect will share the initial concepts and diagrams in a public meeting to seek input. Architect will coordinate with client to determine the timing of this – before RDC meeting, Plan Commission meeting, or a separate open house.
 - 3. After the public meeting, Architect will hold a second stakeholder meeting (virtual) to review the early ideas and feedback from the community.
 - a. This is an important step along the way to make sure the team is headed in the right direction before going too far down the path.

4. Architect will aggregate feedback and outcomes of these meetings into a preferred conceptual/schematic level plan with 3D massing models to further illustrate the general building setbacks, heights, density and distribution across the proposed development area.
 5. Architect will work with the Client's municipal advisor, Cender Dalton, to begin testing program, pro forma and other appropriate financial assessments to validate the proposed plan.
 6. Architect will share the final conceptual plans and information in a stakeholder meeting (virtual) prior to moving into Phase 3 to ensure alignment of the vision.
- C. Phase 3: Present + Share Story / Documentation
1. This phase will involve the aggregation of the previously prepared materials into a cohesive redevelopment story/booklet with an Executive Summary, and supporting documentation of the process (stakeholder engagement feedback, conceptual iterations, refined plans, etc.)
 - a. Deliverables may include plan graphics over aerials, diagrams, block development models, up to three (3) renderings at bird's eye/aerial level.
 - b. Deliverable and graphic style will be similar to those shown in Attachment B.
 2. It is anticipated that the final document will be presented in person by Architect at an RDC or Plan Commission meeting.
- D. Meetings:
- | | |
|--|---------------------|
| 1. Kickoff mtg/Vision Worksession w/ Stakeholders (in-person) | 1 meeting |
| 2. Public input session (in-person) | 1 meeting |
| 3. Final Plan Presentation to RDC or Plan Commission (in-person) | 1 meeting |
| 4. Coordination call with core Client team (virtual) | bi-weekly/as needed |

III. PROJECT TEAM

- A. Drew Braley, PLA, will be the Principal-in-Charge responsible for the overall coordination of Architect's services.
- B. Tom Green, PLA, will be the Project Manager responsible for the overall project design and day-to-day coordination of project needs.
- C. Other members of the Architect's staff will be added to the team, as required, to complete the project.

IV. COMPENSATION

- A. Fees:
1. Architect proposes to provide the above scope of services for a lump sum fee of EIGHTY-TWO THOUSAND FIVE HUNDRED Dollars (\$82,500), excluding expenses, as noted below.
 - a. *The above total includes \$29,000 previously unbilled by Architect due to the pause.*
 2. Contingent additional service, if desired
 - a. Up to 90 second video of final project \$7,500 - \$10,000 (est. range)
 - b. Renderings requested by the Client beyond three (3) renderings in above scope of services \$3,000 per image
 3. Fees will be invoiced monthly based on a percentage complete.
 - a. Payments are due and payable within thirty (30) days after the date of Architect's invoice. Amounts unpaid thirty (30) days after the date of invoice shall bear interest at the rate of one percent per month (1%/month). The Client agrees that, with seven days' written notice, Architect may suspend services without liability if payment is not received within forty-five (45) days after the date of the Architect's invoice.

B. Reimbursable Expenses:

1. Reimbursable Expenses attributed to the project are an additional cost to our fee and will be invoiced at 1.10 times our direct cost.
2. Reimbursable Expenses may include, but not be limited to, the following:
 - a. Document printing and reproductions.
 - b. Travel, lodging, and parking expenses.
 - c. Delivery services.
 - d. Drone flights.
 - e. Distribution of electronic files outside the project team.
 - f. Other miscellaneous expenses incurred in the interest of the project.
3. We estimate reimbursable expenses to be \$3,000.

C. Additional Stipulations:

1. Browning Day maintains Professional Liability in the amount of Five Million Dollars (\$5,000,000.00).
2. Browning Day Services required beyond the scope of work outlined in this proposal, and pre-approved by the Client, will be provided on an hourly basis at hourly rates in effect when the work is performed.

Director	\$225
Senior Project Manager	\$200
Senior Architect	\$195
Senior Project Coordinator	\$195
Senior Landscape Architect	\$195
Senior Designer	\$195
Project Manager	\$190
Senior Interior Designer	\$160
Architect III	\$180
Landscape Architect III	\$180
Project Coordinator III	\$160
Designer III	\$160
BIM Manager	\$145
Architect II	\$145
Landscape Architect II	\$145
Architect I	\$140
Landscape Architect I	\$140
Project Coordinator II	\$135
Designer II	\$135
Project Coordinator I	\$125
Designer I	\$125
Executive Principal	\$330
Principal	\$255
Administrative	\$95
Drafter	\$70

*Subject to annual increase. Approved overtime will be invoiced at 1.5 times the hourly rates

V. SCHEDULE

- A. We anticipate the scope described under Part II above will take +/- 90-120 days, including Client reviews, with a target completion in late-October 2025. Following is a preliminary schedule for the project, based on the scope articulated above – dates are tentative and subject to change following further discussion with, and availability of, Client and stakeholders.

- | | |
|-----------------------------|-----------------------------|
| 1. Discovery / Organization | 3-4 weeks |
| a. Kickoff meeting | Late July/early August 2025 |
| 2. Ideation / Visualization | 6-8 weeks |
| a. Public meeting | Mid-September 2025 |
| 3. Present / Share Story | 4-5 weeks |
| a. Final Presentation | Mid-late October 2025 |

- B. We are ready to begin work within seven (7) days of written notice to proceed.

VI. ASSUMPTIONS, LIMITATIONS AND CLARIFICATIONS

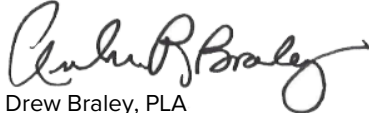
- A. Scope and deliverables noted above exclude the items noted below, but can be provided as an additional service if requested:
 1. Detailed architectural standards/design guidelines
 2. Creation of ordinances or overlay districts
 3. Legal review of documents; it is assumed if legal review is needed, this will be provided by Client's general counsel.
 4. Renderings beyond those noted above.
- B. Copyrights and Licenses: The Architect, and the Architect's consultants, shall be deemed the original authors and owners respectively of any materials produced under this Agreement and shall retain all common law, statutory and other reserved rights, including copyrights. The Client acknowledges that the Architect and the Architect's consultants have prepared said materials and agrees to limit use of same to this site-specific project only. The Client agrees to defend, indemnify, and hold harmless the Architect and the Architect's consultants from any causes of action, claims, losses, damages and expenses of any kind whatsoever, including reasonable attorney's fees resulting from the unauthorized reuse of the Architect's and the Architect's consultant's materials.
- C. Architect will coordinate with the Client's consultants, as required, upon Client's approval.
- D. Should any claims arise between the Client and Architect; the parties agree to submit such claim(s) to mediation, as a condition precedent to litigation. Mediation shall be conducted by and under the rules of Indiana A. D. R. Rule 2 in effect on the date of this Agreement. Should the parties fail to resolve the claim(s) through mediation, then the claims may be litigated before a private judge under Indiana A. D. R. Rule 6.
- E. The Architect may provide aerial observations of the project via drone flight as a reimbursable expense if/as requested in writing by the Client. Average cost for local drone flights is \$400 per flight. Additional costs may be incurred for flights beyond an hour radius of Architect's office.

This Proposal remains open for acceptance for thirty (30) days from date written above.

If you find this scope of work consistent with what we have discussed to date, please indicate your acceptance by returning a signed copy to our office. This will serve as the sole document representing the Agreement between Architect and the Client, unless Client desires to provide other contracting mechanism.

Sincerely,

BROWNING DAY



Drew Braley, PLA
Principal / Vice President of Landscape Architecture

DB/db

Attachments: General Terms and Conditions
Attachment A – Site Aerial
Attachment B – Rendering Examples

cc: Tom Green

ACCEPTED BY:

Signature

Date

Printed Name and Title

General Terms & Conditions

Access to Site: Unless otherwise stated, Browning Day shall have access to the site for activities necessary for the performance of our services.

Ownership of Documents: All documents produced by Browning Day under this Agreement shall remain the property of Browning Day and may not be used by the Owner for any other endeavor without the written consent of Browning Day.

Dispute Resolution: Any claims or disputes made during design, construction or post-construction between the Owner and Browning Day shall be submitted to non-binding mediation. The Owner and Browning Day agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators involved in this project, thereby providing for mediation as the primary method for dispute resolution between all parties.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Owner and Browning Day, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, Browning Day' total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause, shall not exceed \$50,000 or Browning Day' fee for this project, whichever is greater. Such causes include, but are not limited to, Browning Day' negligence, errors or omissions.

Billings/Payments: Invoices for Browning Day's services shall be submitted on a monthly basis and shall be payable within 30 days after the invoice date. If the invoice is not paid within 90 days, Browning Day may, without liability whatsoever to the Owner and after giving 7 days written notice, suspend services under this Agreement until all past due accounts have been paid. Payment of invoices shall not be subject to any discounts or set-offs by the Owner. An interest rate of 1.5% per month shall be charged on all past due accounts.

Opinion of Probable Construction Cost: The Owner understands that Browning Day has no control over the cost or availability of labor, equipment or materials, or over market conditions. Browning Day' opinion of probable construction cost is made on the basis of Browning Day's professional judgment and experience. Browning Day makes no warranty that the bids or the negotiated cost of the Work will not vary from Browning Day's opinion of probable construction cost.

Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or interest in this Agreement without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Browning Day shall not be considered an assignment for purposes of this Agreement.

Professional Liability Insurance: Browning Day is covered for professional liability by our practice policy. Any additional insurance required, in excess of our practice policy, will be a reimbursable expense.

Hazardous Materials: Both parties acknowledge that Browning Day's scope of services does not include any services related to the presence of any hazardous or toxic materials. Browning Day may, at its option and without liability for consequential or other damages, suspend performance of its services until the Owner retains appropriate parties to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Record Drawings: Since Record Drawings are based on unverified information provided by other parties, which Browning Day shall assume will be reliable, Browning Day cannot and does not warrant their accuracy.

Standard of Care: In providing services under this Agreement, Browning Day will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Browning Day makes no warranty as to its professional services rendered under this Agreement.

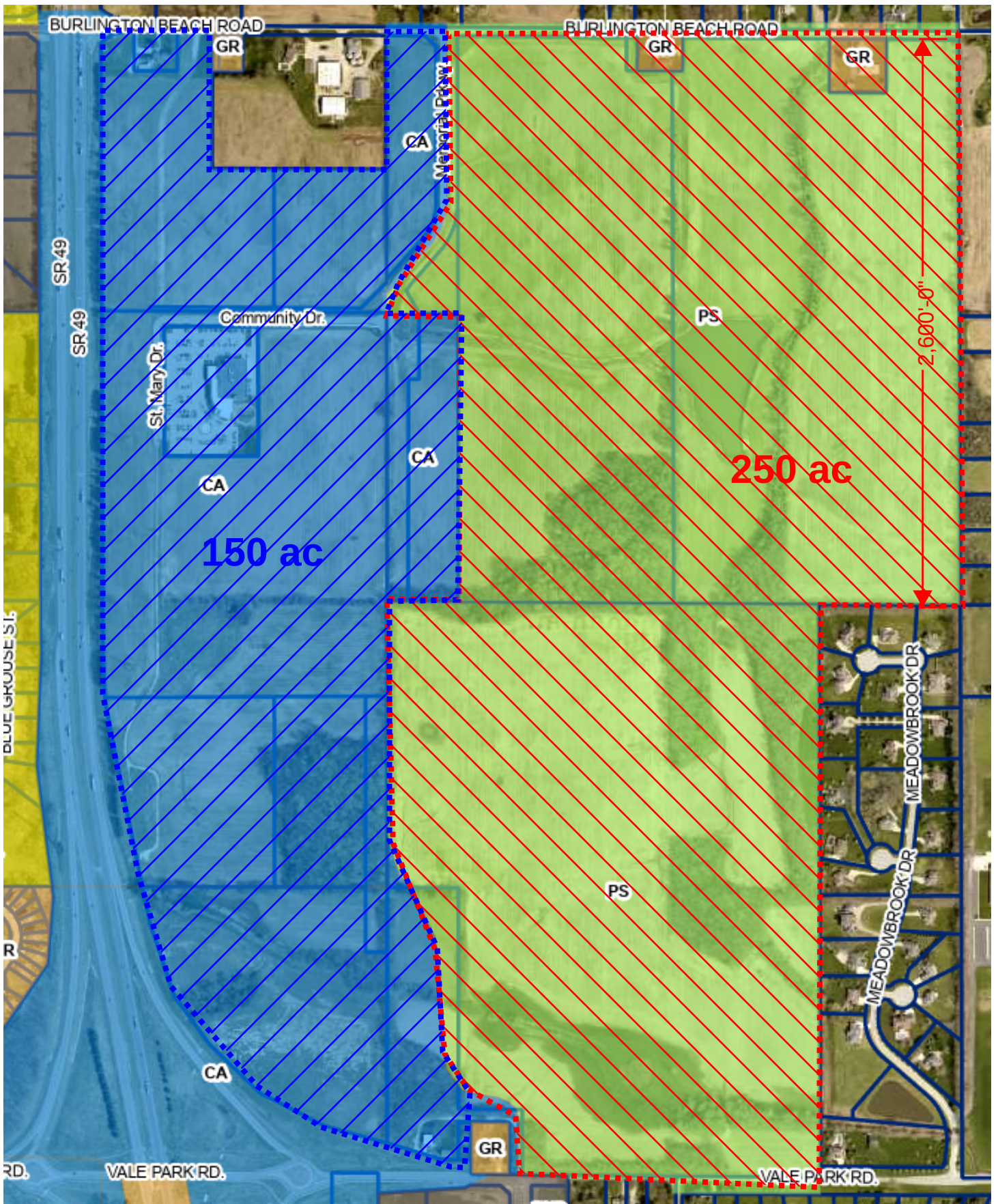
Professional Services Contingency and Betterment (Value Added): The Owner agrees that perfection is not attainable nor is it the "standard of care." Therefore, errors or omissions in the Construction Documents should be anticipated. A contingency fund or "reserve" shall be set aside by the Owner to cover additional construction costs due to possible errors or omissions.

The cost of correcting the error or omission shall be computed as the "premium" that must be paid to make the correction out of the normal construction sequence. The actual cost of the omitted component itself would have been required even if it had been included in the original documents; and therefore, it would not be part of the "premium."

Termination of Services: In the event of termination of this Agreement by either party, the Owner shall within 30 days of termination pay Browning Day for all services rendered and all reimbursable costs incurred by Browning Day up to the date of termination.

Consequential Damages: Neither the Owner nor Browning Day shall be liable to the other or shall make a claim for any incidental, indirect, or consequential damages arising out of or connect in any way to the Project or to this Agreement.

Applications on the Owner's Behalf: Browning Day shall assist the Owner in assembling the Owner's local permit application, State Plan Review application or other jurisdictional review applications as a reimbursable expense. This assistance is limited to assembling documents and submitting to the proper jurisdiction(s). Application and review fees shall be reimbursable expenses. Browning Day makes no warranty, implied or expressed, that such permit(s) will be granted. Meetings or presentations to authorities having jurisdiction are considered hourly reimbursable expenses and shall be subject to professional fees as such, per the terms noted in this Agreement.



↑
NORTH

Scale +/- 1"=600'



EXECUTIVE SUMMARY

PROJECT AREAS

The scope of this redevelopment plan consisted of two distinct areas as shown in Figure 1.

- **Area A** = "150 acres of existing downtown and a northern expansion
- Studied at both macro and micro levels of detail
- **Area B** = "1,800 acres of existing farmland and commercial development
- Studied at only a macro level of detail

STAKEHOLDER VISION & CHALLENGES

Working with a diverse team of stakeholders, the project team identified a series of statements tied to the overall vision for Areas A and B.

Vision for Area A:

- All roads lead to Area A
- Authentic celebration of railroad and agricultural histories
- Safer pedestrian experience and better traffic flow
- Vibrancy and activation of downtown through a variety of retail, specialty shops, mix of housing, hospitality and civic and cultural uses and experiences
- A place you never need to leave
- Integration of art

Vision for Area B:

- All roads still lead to Area A
- Interactive experiences / destination entertainment
- Connectivity of trails / open spaces
- Diversity of housing, and retail/mixed use opportunities
- Keep State Road 135 as a commercial corridor

Challenges for Area A:

- Parking, parking, parking...
- Infrastructure needs and costs
- Land acquisition process and costs
- Integration of experiences
- Community support of vision

Challenges for Area B:

- State Road 135
- Infrastructure needs and costs
- Land acquisition by developers before a plan is in place
- Overall project financing
- Community support of vision

HISTORY

From the beginning, the project team had a desire to learn about and honor the historic aspects of Bargarville. Through discussions with local historians, reading old articles, and reviewing historical photographs and comparing those to present-day structures, the team came to truly appreciate the history of the area. Additionally, an informal assessment of existing property ownership and existing buildings in the downtown core area helped identify those that may be priorities to retain and reuse, and others that had lower potential for reuse for any number of reasons.

PRECEDENTS

The project team came across several local and national precedents that have successfully redeveloped in rural communities with agricultural and/or railroad histories. The team shared those precedents with the stakeholder team and found several that resonated with them.

SCALE STUDIES

Another essential element and aspect for the project team to consider was the scale of the proposed conceptual plans and development areas. Initial thoughts from the Town were to do an extension of Baldwin with retail, which would have nearly doubled the length and quantity of retail in the area. Through a series of scale studies, the project team looked at successful examples in other local communities to understand the length and mix of uses in those areas. These guided the team and appropriately set expectations as concepts developed.

Examples shared here are from recently completed Redevelopment Plan for the Town of Bargarville

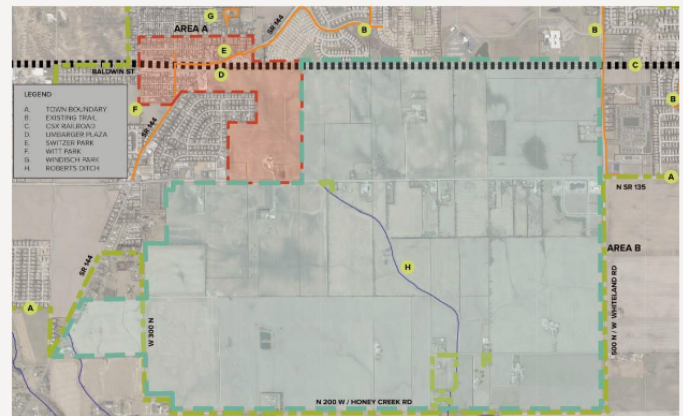


Figure 1 : Project Areas



Figure 2 : Precedent | Depot Park, Greenfield

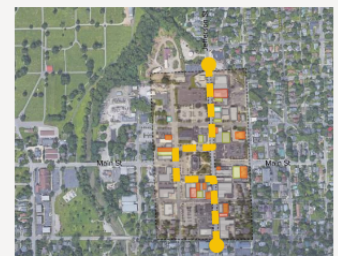
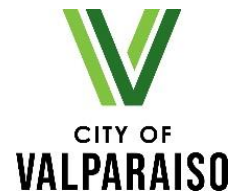


Figure 3 : Scale Study | Downtown Franklin

To: Valparaiso Redevelopment Commission – Art Advisory Committee
From: Maggie Clifton, Community Engagement Director
Subject: Noblewins at Kirchhoff Park
Date: June 30, 2025



Summary and Recommendation

The Valpo Parks rePLAY Initiative is underway as the city has invested \$10 million to go towards substantial legacy park improvements. Learn more about the rePLAY initiative [here](#).

Staff reached out to Parks Director Kevin Nupnau, to see if there was an opportunity for public art to be incorporated into the projects. Kirchhoff Park, one of Valpo's most historic parks at over 100 years old, is getting the most transformational upgrade (see below). **The Art Advisory Committee/Redevelopment Commission has the opportunity to support creative benches that would incorporate functional public art at Kirchhoff Park.**



Policy Analysis

[Noblewins](#) creates long-lasting outdoor seating using recycled materials, primarily retired wind turbine blades. Their products are designed as functional public art promoting creativity and sustainability. Staff participated in a virtual meeting to learn more about their products and how other communities have found success. See examples below.

Miamisburg, OH



New Haven, IN



Plantation, FL



Products are delivered directly to site, primed and ready for art installation. The city could work with partners to issue an RFP to select an artist for the designs, or we could involve the community and make the design more of an engagement opportunity.

Financial Analysis

Staff recommends funding one 'Acadia' and one 'Everglade' at Kirchhoff Park. The funds would come from the Commission's Public Art Account, within the General Fund.



Everglade



Acadia

The current public art balance is \$33,000. The proposal from Noblewins is \$13,533. This would leave funds available for artist stipends and future project considerations. The Redevelopment Commission would be recognized for supporting this purchase at the park.

Attachments

1. Noblewins Proposal

**Valparaiso, IN**

166 Lincolnway
Valparaiso, IN 46383
United States

Reference: 20250610-145907042

Quote created: June 10, 2025

Quote expires: July 3, 2025

Quote created by: Liz Hill

Account Executive

ehill@noblewins.com

Maggie Clifton

mclifton@valpo.us
219-462-1161

Kevin Nuppau

knuppau@valpo.us
219-462-5144

Products & Services

Image	Item & Description	Quantity	Unit Price	Total
	Acadia - Primed Bench comes primed and prepared for community artists to create their own custom mural design on-site.	1	\$5,995.00	\$5,995.00
	Everglade - Primed Bench comes primed and prepared for community artists to create their own custom mural design on-site.	1	\$7,975.00	\$7,975.00

One-time subtotal	\$13,970.00
Primed Discount	(\$1,397.00) 10.0% discount
Estimated Freight	\$960.00
Total	\$13,533.00

[Terms & Conditions](#)

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Maggie Clifton

mclifton@valpo.us

[sig/req/signer1]

Kevin Nuppnau

knuppnau@valpo.us

[sig/req/signer2]

Questions? Contact me



Liz Hill

Account Executive

ehill@noblewins.com

Noblewins

PO Box 16039

Rocky River OH 44116

United States

CHANGE ORDER

Change Order Number 2

Owner: City of Valparaiso

Project: DOWNTOWN STREETSCAPE IMPROVEMENTS - 2024

Owner's Name: City of Valparaiso
Board of Public Works and Safety
166 Lincolnway
Valparaiso IN, 46383

Contractor: Gariup Construction Co. Inc.

DESCRIPTION OF CHANGE:

Increase in Unit Prices for various pay items due to work
extending into 2025

REASON FOR CHANGE:

Additional Mobilization charge, plus wage and loss of production charges that
increase pay item bid prices.

Increase to Contract Amount

See Supporting Documents for increases to respective pay item

Change Order #2 Increase = \$41,267.47

Change Order Number 1

ORIGINAL CONTRACT PRICE \$ 2,099,700.00

CURRENT CONTRACT PRICE ADJUSTED BY
PREVIOUS CHANGE ORDER(S) \$ 2,127,300.00

NET INCREASE/~~DECREASE~~ IN CONTRACT
PRICE THIS CHANGE ORDER \$ 41,267.47

TOTAL ADJUSTED CONTRACT PRICE
INCLUDING THIS CHANGE ORDER \$ 2,168,567.47

~~This change order extends the time to complete the work by _____ calendar days, the
revised time for completion is _____ days.~~

This change order prepared by: Maxwell Rehlander, PE


(Engineer)

June 2nd, 2025
(Date)

The undersigned agree to the terms of the change order.

Gariup Construction Co., Inc.
(Name of Contractor)


(Contractor's Authorized Representative)

6/3/25
Date

Valparaiso Redevelopment Commission

Date

Valparaiso Board of Works Approval

Date

2024 Downtown Streetscape Improvements
City of Valparaiso, Indiana
Change Order #2 - 2025 Restart

BID ID	Item No.	Description	Bid Quantity	Unit	PROJECT TOTAL	
					Bid Price	Item Total
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 185,656.77	\$ 185,656.77
32	604-04741	INTEGRAL COLORED CONCRETE IN AMENITY ZONE (6' WIDTH)	1570	SF	\$ 20.00	\$ 31,400.00
33	604-04742	BRICK PAVERS	2673	SF	\$ 41.10	\$ 109,860.30
34	604-06070	SIDEWALK, CONCRETE	979	SYS	\$ 122.00	\$ 119,438.00
35	604-08086	CURB RAMP, CONCRETE	130	SYS	\$ 305.00	\$ 39,650.00
38	605-90726	CURB, CONCRETE, DEPRESSED	96	LFT	\$ 60.00	\$ 5,760.00
39	610-09108	PCCP FOR APPROACHES, 9 IN	117	SYS	\$ 146.00	\$ 17,082.00
40	618-97672	TRASH RECEPTACLE	5	EACH	\$ 2,520.00	\$ 12,600.00
43	622-03948	PLANTER	6	EACH	\$ 500.00	\$ 3,000.00
44	622-04648	TREE GRATE	8	EACH	\$ 5,655.00	\$ 45,240.00

Qty to Date	Remaining Qty	2025 Increase	Increase in Amount
N/A - Lump Sum		\$ 25,000.00	\$ 25,000.00
0	1570	\$ 1.40	\$ 2,198.00
522	2151	\$ 2.90	\$ 6,237.90
409.83	569.17	\$ 8.50	\$ 4,837.95
62.96	67.04	\$ 21.00	\$ 1,407.84
72.6	23.4	\$ 4.20	\$ 98.28
55.6	61.4	\$ 10.22	\$ 627.51
3	2	\$ 80.00	\$ 160.00
0	6	\$ 50.00	\$ 300.00
4	4	\$ 100.00	\$ 400.00

Sum of Pay Items = \$ 41,267.47

Original Contract Total =	\$ 2,099,700.00
CO #1 - Sanitary MH =	\$ 27,600.00
CO #2 - 2025 Restart =	\$ 41,267.47

Total Adj Contract Price including this CO = \$ 2,168,567.47



CONSTRUCTION

General Contractor + Construction Manager

May 15th, 2025

City Of Valparaiso
166 Lincolnway
Valparaiso, IN 46385
Attn: Max Rehlander

RE: Valparaiso Downtown Streetscape
Quote #6004 – Spring 2025 Price Increases

At the direction of the owner to pause certain scopes of work for the 2024 season and resume in the spring of 2025, below please find the cost increases for each associated item.

- 001 Mobilization and Demobilization - \$25,000.00
- 032 Integral Colored Concrete in Amenity Zone (6' Width) - \$1.40/SY
- 033 Brick Pavers - \$2.90/SF
- 034 Sidewalk, Concrete - \$8.50/SY
- 035 Curb Ramp, Concrete - \$21.00/SY
- 038 Curb, Concrete, Depressed - \$4.20/LFT
- 039 PCCP For Approaches, 9 IN - \$10.22/SY
- 040 Trash Receptacle - \$80.00/EA
- 043 Planter – \$50.00/EA
- 044 Tree Grate - \$100.00/EA

Clarifications:

1. Pricing is based on work being completed no later than July 31st 2025.
2. This quotation and all clarifications shall remain an integral part of any purchase/change order.
3. Work to be accomplished from 7:00 am to 3:30 pm, Monday to Friday, with the exception of holidays.
4. This quotation supersedes prior negotiations, representations or agreements, either written or oral.
5. Unless specifically noted otherwise, other work has not been included in this quote.
6. Proposal is based on free and clear access being provided at all times.
7. Proposal is valid for 7 calendar days and subject to revision thereafter.
8. Specifically excluded from our proposal is any/all work associated with discovery, handling, removing, etc. of any hazardous, toxic, or contaminated materials, and the owner shall indemnify and hold harmless the contractor for any liability, damage, claim, or action arising there from to the fullest extent permitted by law.
9. All cost associated with delays or inefficiencies shall be reimbursed at the applicable hourly rates.
10. Sales Tax has not been included.
11. Any alteration or deviation from the above specification involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.
12. The contractor shall not be liable for indirect loss or damage.

Once a copy of a change order is received, we will schedule the related work. Please call with any questions or concerns.

Sincerely,

GARIUP CONSTRUCTION CO., INC.
ANDREW GARIUP
PROJECT MANAGER

Phone: (219) 887-5233 • Fax: (219) 981-3679
Office: 3965 Harrison St., Gary, IN 46408 • Mailing: P.O. Box #64879, Gary, IN 46401
www.gariup.com

An Equal Opportunity Employer

CHANGE ORDER

Change Order Number 4

Owner: City of Valparaiso

Project: DOWNTOWN STREETSCAPE IMPROVEMENTS - 2024

Owner's Name: City of Valparaiso
Board of Public Works and Safety
166 Lincolnway
Valparaiso IN, 46383

Contractor: Gariup Construction Co. Inc.

DESCRIPTION OF CHANGE:

Following internal City discussion, the Contractor was directed to order a larger planter to be consistent with other planters in the downtown area.

REASON FOR CHANGE:

See above.

Increase to Contract Amount

Original planter material cost	=	\$1,523.04	for 6 planters
Larger sized planter material cost	=	<u>\$3,717.02</u>	
Difference =		\$2,193.98	or \$365.66/planter

Change Order Number 4

ORIGINAL CONTRACT PRICE \$ 2,099,700.00

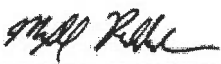
CURRENT CONTRACT PRICE ADJUSTED BY
PREVIOUS CHANGE ORDER(S) \$ 2,217,719.47

NET INCREASE/~~DECREASE~~ IN CONTRACT
PRICE THIS CHANGE ORDER \$ \$2,193.98

TOTAL ADJUSTED CONTRACT PRICE
INCLUDING THIS CHANGE ORDER \$ 2,219,913.45

~~This change order extends the time to complete the work by _____ calendar days, the
revised time for completion is _____ days.~~

This change order prepared by: Maxwell Rehlander, PE


(Engineer)

June 6th, 2025
(Date)

The undersigned agree to the terms of the change order.

Graevor Construction Co., Inc.
(Name of Contractor)


(Contractor's Authorized Representative)

06/09/25
Date

Valparaiso Redevelopment Commission

Date

Valparaiso Board of Works Approval

Date



NewPro Containers
16460 Southpark Dr.
Westfield IN 46074-8396
United States
(317) 733-8499

Bill To	Ship To
Andrew Gariup	Andrew Gariup
Gariup Construction Co., Inc.	Gariup Construction Co., Inc.
3965 Harrison St.	3965 Harrison St.
Gary IN 46406	Gary IN 46406
United States	United States
(219) 887-5233	(219) 887-5233
Andrew.gariup@gariup.com	Andrew.gariup@gariup.com

Estimate

Date	11/5/2024
Estimate #	QUO5322
Expires	12/5/2024
PO #	
Terms	PIA
Shipping Method	Freight
Shipping Code (2)	

Item	Item Code	Description	Options	Quantity	Inventory Detail	Units	Rate	Tax	Amount
MADISON 26 CAVIAR BLACK	A116594A	MADISON 26 CAVIAR BLACK		6		Ea	171.90	Yes	1,031.40
CG SAUCER ROUND 18 CAVIAR BLACK	A991894T	CG SAUCER ROUND 18 CAVIAR BLACK		6		Ea	27.00	Yes	162.00

Subtotal	1,193.40
Shipping Cost (Freight)	230.00
7.0%	99.64
Total	\$1,523.04



NewPro Containers
16460 Southpark Dr.
Westfield IN 46074-8396
United States
(317) 733-8499

Bill To	Ship To
Andrew Gariup	Carmen Arvia, PE
Gariup Construction Co., Inc.	City of Valparaiso Eng. Dept.
3965 Harrison St.	166 W. Lincolnway
Gary IN 46406	Valparaiso, IN 46383
United States	United States
(219) 887-5233	(219) 887-5233
Andrew.gariup@gariup.com	Andrew.gariup@gariup.com

Estimate

Date	11/5/2024
Estimate #	QUO5321
Expires	12/5/2024
PO #	
Terms	PIA
Shipping Method	Freight
Shipping Code (2)	

Item	Item Code	Description	Options	Quantity	Inventory Detail	Units	Rate	Tax	Amount
MADISON 34 CAVIAR BLACK	A118094A	MADISON 34 CAVIAR BLACK		6		Ea	441.75	Yes	2,650.50
CG SAUCER ROUND 23 CAVIAR BLACK	A999094T	CG SAUCER ROUND 23 CAVIAR BLACK		6		Ea	53.10	Yes	318.60

Subtotal	2,969.10
Shipping Cost (Freight)	504.75
7.0%	243.17
Total	\$3,717.02



Office: 3965 Harrison Street
Mailing: PO Box 64879
Phone: (219) 887-5233

Gary, IN 46408
Gary, IN 46401
Fax: (219) 981-3679

Letter of Transmittal

To: Carmen Arvia, PE
City of Valparaiso Eng. Dept.
166 W. Lincolnway
Valparaiso, IN 46383
Ph: (219)462-1161 x3332 Fax: (219)464-4273

Transmittal #: 100
Date: 10/31/2024
Job: 24-025 Valpo Downtown Streetscape

Subject: Planter Product Data

WE ARE SENDING YOU

- ☐ Attached ☐ Under separate cover via the following items:
☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples
☐ Copy of letter ☐ Change order ☐ Specifications ☒ Submittal

Document Type	Copies	Date	No.	Description
Submittal	1		329433-1 Rev 0	Planter Product Data

THESE ARE TRANSMITTED as checked below:

- ☒ For approval ☐ Approved as submitted ☐ Resubmit ___ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ___ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return ___ corrected prints
☐ For review and comment ☐ Other
☐ FOR BIDS DUE ☐ PRINTS RETURNED AFTER LOAN TO US

Remarks:

Copy To: AG/Field (Gariup Construction Co., Inc.)

Gariup Construction Co., Inc.

REVIEWED AND CHECKED BY: CS
SPEC NUMBER: 329433 - 1 - Planter - Product Data
DATE: 10/31/2024

Review is for general conformance with the contract documents only and does not include verification of dimensions or field conditions which are the responsibility of the Subcontractor, nor does it relieve Subcontractor from its responsibility for any deficiencies or inaccuracies that may exist, or from any departure or deviation from the requirements of the contract documents (which, in such case, must be submitted and approved as a formal Substitution Request prior to award of contract). This review further shall not relieve Subcontractor from responsibility for errors in product submittals or shop drawings, proper fitting of work or the necessity to furnish any work required to make for a complete installation which may not be indicated on product submittals or shop drawings when reviewed, or the responsibility to provide sufficient quantities of such items.

City of Valparaiso
Shop Drawing Review
Date: 11/4/2024 by MRR

- ☒ No Exception Taken
☐ Revise as Noted
☐ Revise and Re-submit
☐ Material Rejected

RDSAUC-23
Caviar Black

From: Gariup, Andrew (Gariup Construction Co., Inc.)

Signature: _____



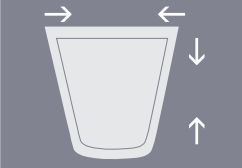
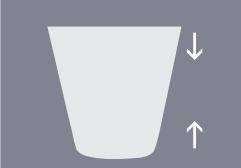
Tapered Tall

Features

- 100% recyclable
- Commercial grade, durable polyethylene
- Graffiti and UV resistant
- Double wall construction for added durability



Tapered Tall

Item	Dimensions			Saucer #	Grow Pot (Max)
					
Tapered Tall	16" / 10"	13.5" / 14.75"	16"	RDSAUC-10	10"
Tapered Tall	20" / 12.25"	17.5" / 18"	20"	RDSAUC-13	14"
Tapered Tall	26.5" / 16"	22.5" / 24.5"	26"	RDSAUC-18	21"
Tapered Tall	34" / 21"	29.25" / 32"	34"	RDSAUC-23	24"
Tapered Tall	48.25" / 29.5	39" / 45"	48"	N/A	38"

Optional Saucers



Caviar Black



Vintage Copper



Weathered Grey-Stone



Mocha



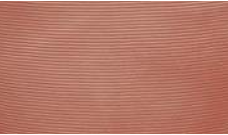
Old Bronze



Alpine White



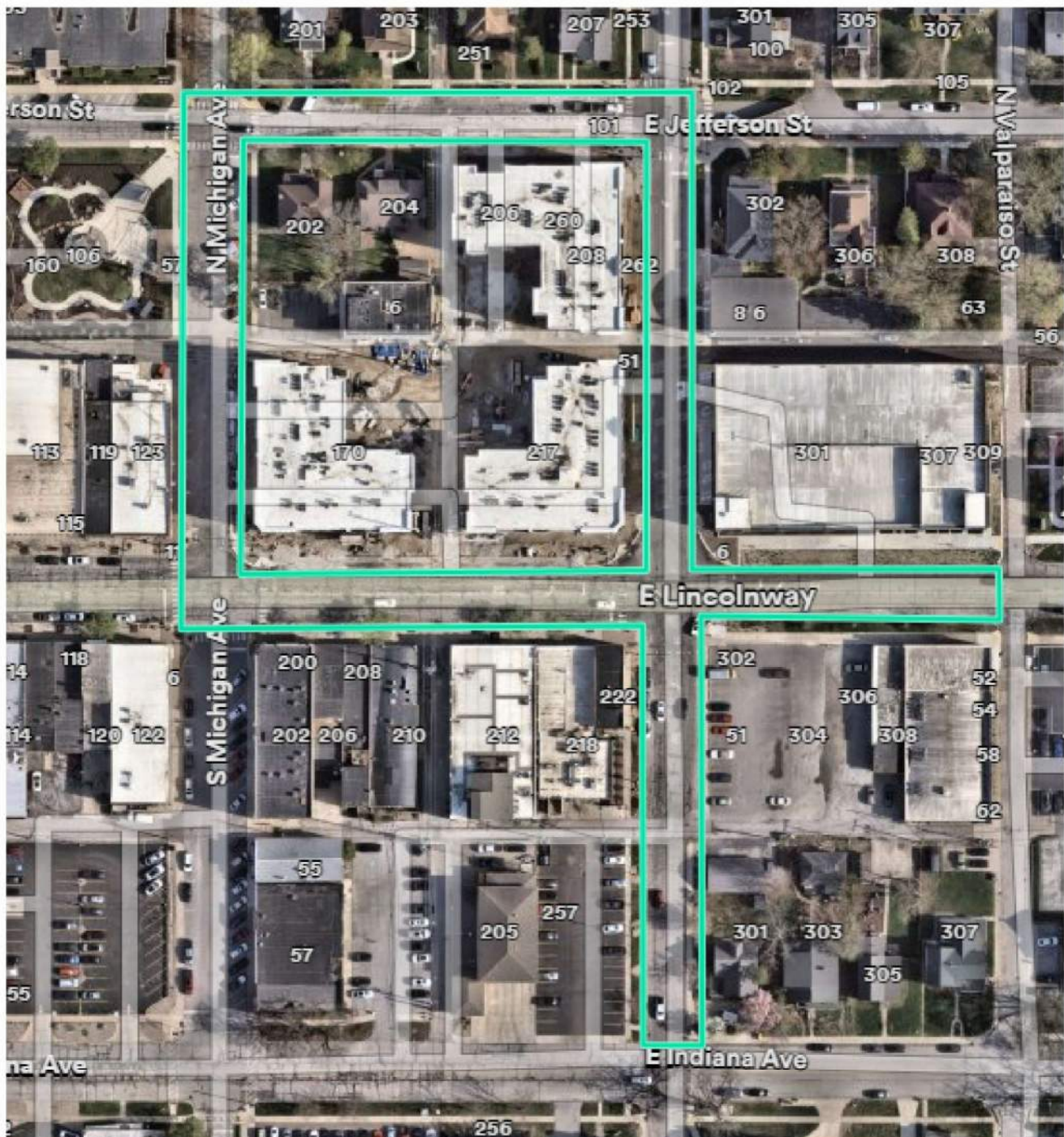
Weathered Terra Cotta



Rust



Proposed Repaving Limits



Sheet Title:

Proposed Repaving Limits -
Downtown Streetscape

Scale: 1" = 125' +/-

Drawn By: DSM

Date: 05/30/025

CITY OF VALPARAISO, IN
QUOTE TAB- REVISED SCOPE
ADDITIONAL PAVING SEGMENTS
Date: May 2025

1.5" Mill and Overlay

Location #1 (See Exhibit)

3" Mill and Overlay

Milestone

Rieth-Riley

Item No	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE Milestone	TOTAL Milestone	UNIT PRICE RR	TOTAL RR
1	Mobilization and Demobilization	1	lsum	\$ 9,500.00	\$ 9,500.00	\$ 18,500.00	\$ 18,500.00
2	Maintaining Traffic	1	lsum	\$ 17,500.00	\$ 17,500.00	\$ 18,500.00	\$ 18,500.00
3	Milling, Approach, 1.5"	300	sys	\$ 5.45	\$ 1,635.00	\$ 6.00	\$ 1,800.00
4	Milling, Asphalt, 1.5"	7,820	sys	\$ 2.65	\$ 20,723.00	\$ 2.00	\$ 15,640.00
5	Milling, Asphalt, 3.0"	1,000	sys	\$ 2.95	\$ 2,950.00	\$ 2.80	\$ 2,800.00
6	HMA Surface, Type B, 9.5mm	670	ton	\$ 76.00	\$ 50,920.00	\$ 78.00	\$ 52,260.00
7	HMA Surface, Type B, 12.5mm	170	ton	\$ 74.00	\$ 12,580.00	\$ 69.50	\$ 11,815.00
8	Joint Adhesive, Surface	3,710	lft	\$ 0.55	\$ 2,040.50	\$ 1.20	\$ 4,452.00
9	HMA for Approaches, Type B	30	ton	\$ 130.00	\$ 3,900.00	\$ 120.00	\$ 3,600.00
10	HMA for Patching, Type B	30	ton	\$ 120.00	\$ 3,600.00	\$ 100.00	\$ 3,000.00
11	Curb, Concrete	0	lft	\$ 45.00	\$ -	\$ 55.00	\$ -
12	Sidewalk, Concrete, 4"	30	sys	\$ 62.00	\$ 1,860.00	\$ 108.00	\$ 3,240.00
13	Curb Ramp, Concrete	0	sys	\$ 175.00	\$ -	\$ 211.46	\$ -
14	Casting, Adj. to Grade	25	ea	\$ 200.00	\$ 5,000.00	\$ 65.00	\$ 1,625.00
15	Water Valve, Adj. to Grade	9	ea	\$ 80.00	\$ 720.00	\$ 100.00	\$ 900.00
16	Line, Thermopl., Solid, Yellow, 4in	2,160	lft	\$ 0.85	\$ 1,836.00	\$ 0.90	\$ 1,944.00
17	Line, Thermopl., Solid, White, 4in	1,680	lft	\$ 0.85	\$ 1,428.00	\$ 0.90	\$ 1,512.00
18	Line, Thermopl., Crosswalk, Piano Key, 24in	1,115	lft	\$ 7.00	\$ 7,805.00	\$ 7.00	\$ 7,805.00
19	Line, Thermopl., Solid, White, 24in Stop Bar	235	lft	\$ 6.15	\$ 1,445.25	\$ 6.15	\$ 1,445.25
20	Message Marking, Lane Indication Arrow	9	ea	\$ 130.00	\$ 1,170.00	\$ 130.00	\$ 1,170.00
21	Message Marking, ONLY	3	ea	\$ 140.00	\$ 420.00	\$ 140.00	\$ 420.00
22	Message Marking, ADA Symbol	1	ea	\$ 300.00	\$ 300.00	\$ 350.00	\$ 350.00
23	Grooving for Pavement Markings	2,825	lft	\$ 0.80	\$ 2,260.00	\$ 0.85	\$ 2,401.25
24	Signal Cable, Roadway Loop, Cooper, 1C/14 Ga	3,080	lft	\$ 1.00	\$ 3,080.00	\$ 1.00	\$ 3,080.00
25	Sawcut for Roadway Loop and Sealant	1,120	lft	\$ 16.00	\$ 17,920.00	\$ 16.00	\$ 17,920.00
26	Detector Housing, Remove & Replace	3	ea	\$ 2,600.00	\$ 7,800.00	\$ 2,600.00	\$ 7,800.00
27	Sidewalk, Concrete, Remove	30	sys	\$ 20.00	\$ 600.00	\$ 14.50	\$ 435.00
28	Curb, Concrete, Remove	0	lft	\$ 19.00	\$ -	\$ 12.00	\$ -
E Lincolnway, Michigan Ave, Jefferson St and Morgan Blvd construction total =					\$ 178,992.75		\$ 184,414.50

SUPPLEMENTAL AGREEMENT NO. 3

This Supplemental Agreement No. 3 is made and entered into on June _____, 2025, by and between City of Valparaiso, Indiana acting by and through the Board of Public Works & Safety, hereinafter referred to as the “LPA” and DLZ Indiana, LLC 900 Ridge Road, Suite L, Munster, Indiana 46321, hereinafter referred to as the “CONSULTANT”.

WITNESSETH

WHEREAS, the LPA and the CONSULTANT did on September 30, 2021, enter into an agreement, did on August 11, 2023, enter into Supplemental Agreement No. 1, and did on October 13, 2023, enter into Supplemental Agreement No. 2, for the preparation of construction documents for the construction of improvements including proposed trail design for the Transit Parking Lot to Downtown Multi-use Trail, and,

WHEREAS, the LPA has modified the original alignment to avoid the portion of land that CSX Railroad claims ownership of and to utilize the recently reconstructed trail crossing of the CSX/CF&E Railroad along Napoleon Street, and,

WHEREAS, the CONSULTANT has determined that additional work is required to complete the Project Management and IDEM Construction Stormwater General Permit (formerly Rule 5) due to the extended schedule, and,

WHEREAS, the CONSULTANT has determined that additional work is required to complete the Topographic Survey Data Collection due to the recently reconstructed trail crossing of the CSX/CF&E Railroad along Napoleon and the demolition of the building at 256 Brown Street, and,

WHEREAS, the CONSULTANT has determined that additional work is required to complete the Railroad Coordination Services, Environmental Document Preparation (NEPA), Trail Design and Plan Development, Trail Lighting Design, Utility Coordination Services, Boardwalk Design and Plan Development, Right of Way Services, due to the modification of the original alignment and,

WHEREAS, the CONSULTANT has determined that less effort was required to complete the Custom Trail Signing, Structural Study, Public Outreach/Stakeholders Meetings, and Public Hearing, and,

NOW THEREFORE, the LPA and CONSULTANT desire to amend the above referenced Agreement by the following:

I. Replace the last sentence of Section IV in its entirety as follows:

The maximum amount payable under this Contract shall not exceed **\$649,785.00**

II. Replace Item A.8. of Appendix “A” as follows:

8. Deliverables:

- a. 28 LPA coordination meetings.
- b. Provide assistance in drafting the Local Quarterly Reports through the ITAP or RTIP reporting system.

III. Replace Item B.2. of Appendix "A" as follows:

2. The CONSULTANT shall initiate, coordinate, and attend up to six (6) meetings with the CSX and CF&E Railroads.
 - a. The purpose of these meetings will be to discuss the trail crossing at Napoleon Street and the CSX Railroad.
 - b. Discussions will include the safety elements the railroad will require at the crossing and other crossing improvements (flashers, cross bucks, fencing, and/or track replacement).

IV. Replace Item C.15. of Appendix "A" as follows:

The CONSULTANT shall complete an Additional Information Document (AI) to the Level 2 Categorical Exclusion approved by INDOT on November 20, 2023, to satisfy State and Federal environmental documentation requirements. The environmental services shall include the appropriate level of Section 106 consultation and documentation for INDOT/FHWA approval under the Minor Projects Programmatic Agreement (MPPA). The environmental compliance services shall consist of the following work elements:

15. Project Management: This task includes all file management, subconsultant management, review of project budget, and general project management activities associated with the preparation of the AI.
16. Prepare preliminary resource information about the project and project area including supporting maps and photographs (aerial and ground).
17. Update the approved Red Flag Investigation using the current INDOT template, including IDEM Virtual File Cabinet Data review.
18. Complete USFWS IPaC consultation.
19. Update the Section 106 MPPA Submittal and submit to INDOT for review. It is assumed that involved areas are previously disturbed, and that subconsultant services are not required.
20. Perform environmental studies, resource impact calculations, etc.
21. Prepare a Draft AI, for INDOT for review and comment.
22. Revise the Draft AI based upon INDOT comments and submit the AI for INDOT approval.
23. Approved AI distribution.
24. Complete and upload a revised Environmental Commitments Database Spreadsheet.

The above-described environmental compliance services shall be performed in accordance with the Procedural Manual for Preparing Environmental Documents (INDOT, 2008), the Indiana Categorical Exclusion Manual (INDOT/FHWA-IN, 2021), the Indiana Cultural Resource Manual (2014) and other guidance and/or procedures for compliance issued by INDOT and FHWA.

25. Deliverables:

- a. A pdf copy of the environmental document and/or other studies will be transmitted to INDOT for review/approval
- b. A pdf copy and two copies of all hard-copy and electronic correspondence related to the project if specifically requested to do so by LPA. Otherwise, the CONSULTANT shall maintain a full record of such correspondence for subsequent review by LPA at their discretion.

V. Replace D.2. of Appendix “A” as follows:

1. Provide topographic mapping for the approximate limits listed below and indicated in **Exhibit A**:

Trail	Approx. Length, ft
Along TOD Parking Lot	320
Along South Side of CSX RR	740
Along Napoleon Street	580
Along North Side of Indiana Avenue	340
Along South Side of Indiana Avenue	340
Behind Demolished 256 Brown Street Building	130
Along Reconstructed CSX RR Crossing	80

The survey width will be 25 feet each side of the proposed trail alignment. Where the proposed trail is along the existing roadway, the limits will be from the centerline of the roadway to the 15 feet beyond the apparent right of way line, where buildings do not exist. The mapping will include feature such as curbs, pavements, sidewalks, traffic poles, outline of landscape areas, outline of wooded areas, and trees over 3” in diameter.

VI. Replace Item E.2. of Appendix “A” as follows:

2. The CONSULTANT will revise the Location Control Route Survey Plat for recordation in accordance with Title 865 I.A.C. 1-12 (Rule 12). This revision to the plat is necessary because the alignment was modified from the previously recorded Location Control Route Survey Plat. The plat will display alignment monumentation and reference ties to those monuments as well as coordinate values for random control and alignment point for the entire project. The CONSULTANT will record this plat in the Porter County Recorder’s Office.
3. **Deliverables:**
- a. Recorded Location Control Route Survey Plat.

VII. Add Items G.2.a.vi. and G.2.a.vii. of Appendix “A” as follows:

- vi. Stage 3 Plan Resubmittal (due to alignment modification) – To City and INDOT for Review
- vii. Final Tracings

VIII. Add Items G.2.b.vi. and G.2.b.vii. of Appendix “A” as follows:

- vi. Stage 3 Plan Resubmittal
- vii. Final Tracings

IX. Replace Item H.6. of Appendix “A” as follows:

6. Revise the lighting design and lighting level calculations due to the alignment modification.
7. **Deliverables:**
- a. The CONSULTANT shall submit electronic deliverables to LPA and INDOT in accordance with INDOT Design Manual and Appendix C – Schedule.

X. Replace Item L.11. of Appendix “A” as follows:

11. Coordinate with IDEM and Client to revise the IDEM Construction Stormwater General Permit due to alignment modifications.

12. **Deliverables:**

- a. Erosion Control Plan Sheets, Details, and Quantity Table, as necessary.
- b. Permanent Erosion Control plan showing the location, dimensions, and construction details.
- c. Erosion Control Report including project area maps, floodplain/floodway maps, soil type map and necessary project descriptions.
- d. Permit application form and monitor progress once permit is submitted to Porter County Soil and Water Conservation District and IDEM and provide additional information that may be required to secure permit.

XI. Replace Item M.1. of Appendix “A” as follows:

1. Send revised plans to utilities to verify the alignment modification doesn’t change work plans.

2. **Deliverables:**

- a. Letters, notices, and completed utility certification form.

XII. Replace Item O.2. of Appendix “A” as follows:

2. Revise the boardwalk design and plans due to the alignment modification.

3. **Deliverables:**

- a. The CONSULTANT shall submit electronic deliverables to LPA and INDOT in accordance with INDOT Design Manual and Appendix C – Schedule.

XIII. Add Item R.2.d. of Appendix “A” as follows:

- d. Revise legal descriptions and transfer documents for 2 parcels affected by the alignment modification. The descriptions shall be prepared and certified by a land surveyor registered in the State of Indiana.

XIV. Add Item U.34. of Appendix “A” as follows:

34. No additional Public Involvement will be required due to the alignment modifications required to avoid the portion of land that CSX Railroad claims ownership of and to utilize the recently reconstructed trail crossing of the CSX/CF&E Railroad along Napoleon Street.

XV. Add Items B.7. and B.8. of Appendix “C” as follows:

7. Stage 3 Resubmittal within 152 days prior to the new Ready for Contracts (RFC).
8. Final Tracings within 30 days prior to the new RFC Date.

XVI. Add Item D.1. of Appendix “C” as follows:

1. Completed Additional Information Document to the Level 2 Categorical Exclusion approved by INDOT on November 20, 2023 within 210 days following notice to proceed of Supplemental Agreement #3.

XVII. Replace Item F. of Appendix “C” as follows:

- F. The Letting date for this project is anticipated to be on November, 5 2026 based on a notice to proceed on June, 27 2025. The revised schedule is shown graphically in Exhibit B.

XVIII. Replace Item A.1. and A.2. of Appendix “D” in its entirety as follows:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed **\$649,785.00** unless a modification of this agreement is approved in writing by the LPA.
2. The CONSULTANT will be paid for the work performed under Appendix “A” of this Agreement on a Lump Sum basis in accordance with the following schedule, except as noted in the items below:

	Design Phase Items	Estimated Amounts
a.	Project Management	\$48,000.00
b.	Railroad Coordination Services	\$37,700.00
c.	Environmental Document Preparation (NEPA)	\$43,300.00
d.	Topographic Survey Data Collection	\$20,000.00
e.	Location Control Route Survey Plat	\$7,900.00
f.	Geotechnical Services	\$20,700.00
g.	Trail Design and Plan Development (including Regulatory Signing)	\$173,100.00
1.	Trail Alignment Analysis	\$11,400.00
2.	Trail Aesthetic Report	\$21,700.00
h.	Trail Lighting Design	\$24,100.00
i.	Custom Trail Signing	\$0.00
j.	Structural Study	\$2,250.00
k.	Pavement Design	\$14,200.00
l.	IDEM Rule 5 Permit	\$7,000.00
m.	Utility Coordination Services	\$24,800.00
	Sub Total	\$456,150.00

	As Necessary Design Phase Items	Estimated Amounts
n. & o.	Retaining Wall or Boardwalk Design and Plan Development, As Necessary	\$83,200.00
p.	Public Outreach/Stakeholder Meetings – 2 Meetings, As Necessary	\$0.00
q.	Public Hearing, As Necessary	\$0.00
q2.	Limited Phase II Environmental Site Assessment	\$32,100.00
	Sub Total	\$115,300.00

	Right of Way Phase Items	Estimated Amount
r.	Right of Way Services	\$26,735.00
1.	Title Research (4 parcels @ est. \$450.00/parcel=\$1,800.00)*, As Required	
2.	Title Research Update (4 parcels @ est. \$233.00/parcel=\$932.00)*, As Required	
3.	R/W Engineering (4 parcels @ \$3,500.00/parcel=\$14,000.00), As Required	
4.	R/W Engineering Revision (2 parcels @ \$2,200.00/parcel=\$4,400.00)	
5.	R/W Staking (4 parcels @ \$500.00/parcel=\$2,000.00), As Required	
6.	Early Assessment Right of Way Cost Estimate (Est. 4 parcels @ \$138.00/parcel=\$552.00), As Required	
7.	Appraisal Problem Analysis (Est. 4 parcels @ \$255.00/parcel=\$1,020.00), As Required	
8.	Contingency, As Required, including cost-to-cure estimates, rate schedule changes, changes to appraisal type, etc.= \$2,031.00 (Approximately 10%)	
	Sub Total	\$26,735.00

	Bid and Construction Phase Items	Estimated Amount
s.	Bid Phase Services, Pre-Construction Conference, Construction Phase Office Services and Utility Coordination during project construction, Hourly Rate *	\$51,600.00
	Sub Total	\$51,600.00

	Total	\$649,785.00
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* Items A.2.f. and A.2.s. will be invoiced on an hourly rate basis, as defined below, and/or as reimbursable/Subconsultant Items. Items A.2.r.1.-A.2.r.7. will be invoiced on an unit cost basis. The amounts are estimated only, and the final amount shall not exceed their respective amounts, without prior written approval from the LPA, in accordance with Section VI, paragraph 6 of this Agreement and/or a subsequent approved amendment to the Agreement.

Toll telephone calls, printing, mailing, FAX costs required for the permits enumerated hereinabove will not be reimbursable expenses and the costs thereof are included in the itemized costs as shown herein in Appendix "D", Section 2.

The cost of permit application/regulatory fees will be considered as a reimbursable expense.

The CONSULTANT shall not be paid for any services performed by the LPA or not required to develop this project.

- XIX. For those items listed as Hourly rate, DLZ shall be compensated on an hourly rate basis in accordance with the DLZ Standard Fee Structure included with this agreement as Exhibit C **plus annual standard cost of living adjustments in the range of 3%-5% as applicable.**
- XX. The total compensation to be paid to DLZ Indiana, LLC, as outlined in the original agreement will be an increase of **\$83,450.00** from **\$566,335.00** to **\$649,785.00** for services outlined in this Supplemental Agreement No. 3. All other conditions as set forth in the original Agreement dated September 30, 2021, Supplemental Agreement No. 1 dated August 11, 2023, and Supplemental Agreement No. 2 dated October 13, 2023, shall remain in full force, except as herein modified.

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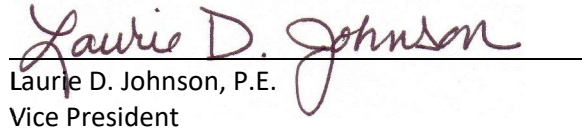
The undersigned attests, subject to the penalties for perjury, that he is the contract party, or that he is the representative, agent, member or officer of the ENGINEER that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 3

DLZ INDIANA, LLC

CITY OF VALPARAISO

BOARD OF PUBLIC WORKS & SAFETY

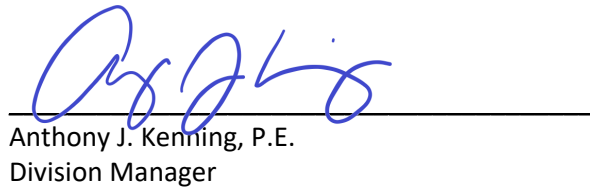

Laurie D. Johnson, P.E.
Vice President

By: Jon Costas, Mayor
(Name)

(Signature)

ATTEST:

President
(Title)


Anthony J. Kenning, P.E.
Division Manager

By: Katrina Spence-Smock
(Name)

(Signature)

Member
(Title)

By: Bill Oeding
(Name)

(Signature)

Member
(Title)

Exhibit B
City of Valparaiso TOD-Downtown Trail
Project Schedule

ID	Task Name	Duration	Start	Finish	Half 1, 2025	Half 2, 2025	Half 1, 2026	Half 2, 2026	Half 1, 2027	Half 2, 2027
1	Notice to Proceed	0 days	Fri 6/27/25	Fri 6/27/25		6/27				
2	Topographic Survey Pickup	10 days	Mon 6/30/25	Fri 7/11/25						
3	Alignment Modification	14 edays	Fri 7/11/25	Fri 7/25/25						
4	Railroad Coordination	213 edays	Mon 7/28/25	Thu 2/26/26						
5	LCRSP	14 edays	Mon 7/28/25	Mon 8/11/25						
6	NEPA	210 edays	Mon 7/28/25	Mon 2/23/26						
7	R/W Engineering Revision	30 edays	Mon 7/28/25	Wed 8/27/25						
8	Appraisal	75 edays	Thu 8/28/25	Tue 11/11/25						
9	Review Appraisal	50 edays	Wed 11/12/25	Thu 1/1/26						
10	Buying	147 edays	Fri 1/2/26	Fri 5/29/26						
11	IDEM CSGP Permit Update	213 edays	Mon 7/28/25	Thu 2/26/26						
12	Stage 3 Plan Resubmission	213 edays	Mon 7/28/25	Thu 2/26/26						
13	INDOT Review	31 edays	Fri 2/27/26	Mon 3/30/26						
14	Final Tracing Plans	92 edays	Tue 3/31/26	Wed 7/1/26						
15	Ready for Contracts	0 edays	Wed 8/12/26	Wed 8/12/26					8/12	
16	Letting	0 edays	Thu 11/5/26	Thu 11/5/26					11/5	
17	Tree Clearing	15 edays	Fri 12/4/26	Sat 12/19/26						
18	Construction	199 edays	Fri 3/19/27	Mon 10/4/27						
19										

Project: 2021-09 Valpo TOD_Do
Date: Thu 6/19/25

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement No. 1 is made and entered into on June _____, 2025, by and between City of Valparaiso, Indiana acting by and through the Board of Public Works & Safety, hereinafter referred to as the "LPA" and DLZ Indiana, LLC 900 Ridge Road, Suite L, Munster, Indiana 46321, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LPA and the CONSULTANT did on January 13, 2023, enter into an agreement for right of way acquisition services for the multi-use trail from Transit parking lot to Downtown , and,

WHEREAS, the CONSULTANT has determined that additional right of way is required resulting from a modification of the original trail alignment to avoid the portion of land that CSX Railroad claims ownership of. This additional right of way has resulted in changes to two (2) parcels that already have been secured. The revised number of parcels are shown below in Section III of this Supplemental Agreement # 1, and,

WHEREAS, the LPA has concurred with CONSULTANT's determination of additional work and requests the additional services not included in the original Agreement be performed by the CONSULTANT.

NOW THEREFORE, the LPA and CONSULTANT desire to amend the above referenced Agreement by the following:

I. Replace the first sentence of Section III TERM as follows:

The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2027.

II. Replace the last sentence of Section IV COMPENSATION as follows:

The maximum amount payable under this Contract shall not exceed **\$44,295.00**.

III. Revise Item A.1-2 of Appendix "D" in its entirety as follows:

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed **\$44,295.00**, unless a Supplemental Agreement is approved in writing by the LPA.
2. The CONSULTANT will be paid for the work performed under the applicable Sections A, B, C and D of Appendix "A" of this Agreement, except as provided for in Section 3 of this Appendix, in accordance with the following schedule:

Description	Estimated Cost
Right of Way Early Assessment (5 @ Est. \$140.00 ea.) * = \$700.00	
Right of Way Management (4 @ \$1,275.00 ea.) * = \$5,100.00	
Right of Way Management (2 @ \$1,405.00 ea.) * = \$2,810.00	
Appraisal Problem Analysis (0 @ Est. \$260.00 ea.) * = \$0.00	
Appraisal Services (4 @ Est. \$2,000.00 ea.) * = \$8,000.00	
Appraisal Services (1 @ Est. \$2,205.00 ea.) * = \$2,205.00	
Appraisal Review Services (5 @ Est. \$1,000.00 ea.) * = \$5,000.00	
Appraisal Review Services (1 @ Est. \$1,110.00 ea.) * = \$1,110.00	
Buying Services (4 @ Est. \$2,075.00 ea.) * = \$8,300.00	
Buying Services (2 @ Est. \$2,320.00 ea.) * = \$4,640.00	
Buying Review Services (4 @ Est. \$350.00 ea.) * = \$1,400.00	
Buying Review Services (2 @ Est. \$385.00 ea.) * = \$770.00	
As Required cost-to-cure estimates, rate schedule changes, appraisal type changes, etc. = \$4,260.00 (Approx. 10%)	
Total Not-to-Exceed Fee	\$44,295.00

*Unit prices shown are estimates only. Actual amounts to be invoiced will be based on actual subconsultant's invoices, in accordance with actual services provided, and based on the approved INDOT rate schedule effective at the time of performance of services.

- IV. The total compensation to be paid to CONSULTANT, as outlined in the original agreement will decrease from **\$46,860.00 to \$44,295.00**, a decrease of **\$2,565.00** for services outlined in this Supplemental Agreement No. 1. All other conditions as set forth in the original Agreement dated January 13, 2023 shall remain in full force, except as herein modified.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1.

CONSULTANT:

LPA:

DLZ INDIANA, LLC

**CITY OF VALPARAISO
BOARD OF PUBLIC WORKS & SAFETY**



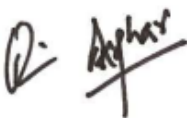
Laurie D. Johnson, P.E.
Vice President

By: Jon Costas, Mayor
(Name)

(Signature)

ATTEST:

President
(Title)



Qasim Asghar
ROW & Utilities Department Manager

By: Katrina Spence-Smock
(Name)

(Signature)

Member
(Title)

By: Bill Oeding
(Name)

(Signature)

Member
(Title)