RESOLUTION NO. 18-3

RESOLUTION OF THE CITY OF VALPARAISO REDEVELOPMENT COMMISSION APPROVING A FORM OF ECONOMIC DEVELOPMENT AGREEMENT WITH VALE VIEW, LLC

WHEREAS, there has been presented to this Redevelopment Commission for its consideration an Economic Development Agreement in the form of Exhibit A attached hereto (the "Economic Development Agreement"); and

WHEREAS, pursuant to the Economic Development Agreement, the Redevelopment Commission and the City of Valparaiso, Indiana (the "City") would, subject to the procedures required by law, provide certain incentives to Vale View, LLC (the "Developer") in return for the Developer's commitment to make certain investments in the City; and

WHEREAS, the Redevelopment Commission desires to induce the Developer to make such investment and create jobs in the City on the terms set forth in the Economic Development Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE VALPARAISO REDEVELOPMENT COMMISSION AS FOLLOWS:

Section 1. The Redevelopment Commission hereby approves the Economic Development Agreement substantially in the form attached hereto, with such changes as the President of the Redevelopment Commission shall approve, such approval to be evidenced by his execution thereof.

Section 2. This Resolution shall be in full force and effect from and after its passage.

ADOPTED AND APPROVED at a meeting of the City of Valparaiso Redevelopment Commission held on the 8th day of November, 2018.

CITY OF VALPARAISO REDEVELOPMENT COMMISSION

____

Trish Sarkisian

____

____

____

____

ATTEST:

Steve Summers

Executive Director

Exhibit A

(See attached form of Economic Development Agreement)

DMS 13504019v1

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 8 day of November, 2018, by and among the City of Valparaiso, Indiana (the "City"); the Valparaiso Redevelopment Commission (the "Redevelopment Commission"); and Vale View, LLC, an Indiana limited liability company (the "Company"),

WITNESSETH:

WHEREAS, the City desires to foster economic development within the City; and

WHEREAS, the Company has approached the City regarding the Company's construction and equipping of a housing project in the City, as more particularly described in Exhibit A attached hereto (the "Development"); and

WHEREAS, as part of the Development, the Company intends to make an investment in improvements with a development cost in the approximate amount of Six Million Dollars ($6,000,000.00), by not later than **December 31, 2019**, and to undertake the Development on a certain parcel of real property located within the City (the "Property") (see Exhibit B attached hereto for a legal description and a depiction detailing the location of the Property); and

WHEREAS, the Company has requested and, subject to compliance with various legal requirements and certain commitments by the Company, the City has offered certain economic development incentives and assistance from the City; and

WHEREAS, the City and the Redevelopment Commission (each, a "City Body" and, collectively, the "City Bodies") have determined that the completion of the Development is in the best interests of the citizens of the City, and, therefore, the City Bodies desire to take certain steps in order to induce the Company to complete the Development; and

WHEREAS, the completion of the Project results in the diversification of industry and the creation of at least **five (5)** new permanent full-time jobs in the City, having average wages of at least **$50,000.00 per year** by not later than **three (3) years** following the date of issuance of the Bonds;

WHEREAS, to stimulate and induce the development of the Property and the completion of the Development, the City Bodies have agreed, subject to further proceedings as required by law, to provide the economic development incentives and assistance described herein.

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

ARTICLE I. RECITALS

1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

ARTICLE II. MUTUAL ASSISTANCE

2.01 Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the City Bodies, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE III. PROJECT DEVELOPMENT

3.01 Property. The Company currently owns, and shall improve the Property described in Exhibit B attached hereto (which consists of approximately **.218 acres** generally located at **256 Franklin Avenue**, Valparaiso, Indiana), subject to the performance by the City Bodies of their respective obligations under this Agreement, by constructing the Development on such Property, as more particularly described in Section 3.02 hereof.

3.02 Project Description and Development; Job Creation. The Development will consist of the items and/or parameters set forth in Exhibit A attached hereto. The Company shall commence construction of the Development by no later than thirty (30) days following the successful procurement of all permits and other governmental approvals, and shall substantially complete construction of the Development by **December 31, 2019**, subject to permitted delays provided for in Section 3.03 hereof. Following completion, the Company anticipates that the Development will be assessed at the values set forth on Exhibit C, and based on such assessed value the City's current best estimate is that TIF Revenues (as defined in Section 4.02 hereof) will be generated in the amounts set forth on Exhibit C.

3.03 Permitted Delays. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any permitted delay for which the Company or any of the City Bodies is entitled to delay its performance under this Agreement and (ii) the Company or such City Body anticipates that such permitted delay will cause a delay in its performance under this Agreement, then the Company or such City Body, as the case may be, agrees to provide written notice within twenty (20) days of acknowledgment of the delay to the other parties to this Agreement of the nature and the anticipated length of such delay.

ARTICLE IV. ECONOMIC DEVELOPMENT INCENTIVES

Economic Development Revenue Bonds. The Redevelopment Commission and the City shall each, subject to further proceedings required by law, cause the issuance of, in one or more series, economic development revenue bonds pursuant to IC 36-7-12 (the "Bonds"), in an amount sufficient to general net proceeds to the Developer of approximately **$704,000.00** for application by the Company solely to Project Costs (as defined in Exhibit D). The Bonds shall have a final maturity date not later than **December 31, 2043** (25) years from the date of issuance thereof, and shall bear interest at a rate not exceeding **3.75%** per annum if issued on a tax-exempt basis or **7%** per annum if issued on a taxable basis. At the option of the Company, the Bonds may be placed with a purchaser identified by the Company (with the Company providing such additional security beyond that pledged by the Commission in accordance with this Agreement). Alternatively, at the option of the Company, the Company shall purchase the Bonds. The Redevelopment Commission and the City shall not pledge to the repayment of the Bonds any tax revenues or other funds of the Redevelopment Commission or the City, except the TIF Revenues (as defined below). The Company acknowledges that the Bonds are not privately marketable unless purchased by the Company or a private lender that the Company identifies as willing to purchase the Bonds without additional security from the City. The Company hereby agrees that non-payment of the Bonds due to the inadequacy of the TIF Revenues shall not be deemed to be a default on the Bonds.

4.01 Pledge of TIF Revenues. It is currently contemplated that the estimated investment in the Development and resulting increases in assessed valuation of the real property on the parcel constituting the Property will generate estimated tax increment revenues in the amounts set forth on Exhibit C hereto (such tax increment revenues generated by the Development for a period of not more than **twenty-five (25) years**, the "TIF Revenues"). The Redevelopment Commission shall, subject to further proceedings required by law, cause **seventy percent (70%)** of the TIF Revenues to be pledged to the payment of the Bonds. In connection with such pledge, the City and the Redevelopment Commission will use their best efforts, subject to compliance with all procedures required by law (including approvals by the Common Council of the City and the Valparaiso Plan Commission) to create a separate tax increment financing allocation area consisting solely of the parcel on which the Development is located.

ARTICLE V. AUTHORITY

5.01 Actions. Each of the City Bodies represents and warrants that it has taken or will take (subject to further proceedings required by law and the Company's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable each of the respective City Bodies to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

5.02 Powers. The City Bodies represent and warrant that each has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform their respective obligations under this Agreement.

ARTICLE VI. GENERAL PROVISIONS

6.01 Indemnity; No Joint Venture or Partnership. The Company covenants and agrees at its expense to pay and to indemnify and save the City Bodies, and their officers and agents (the "Indemnitees") harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury or property damage resulting directly or indirectly from the Company's (and/or any affiliate's thereof) development activities with respect to the Development unless such claims, damages, demands, expenses or liabilities arise by reason of the intentional or negligent act or omission of the City Bodies, or other Indemnitees, in which case the City Bodies, to the extent permitted by law, shall indemnify and hold harmless the Company. However, nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between the City Bodies, and the Company or any affiliate thereof.

6.02 Time of Essence. Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.

6.03 Breach. Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall promptly notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

6.04 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of an ordinance or resolution of each of the City Bodies approving said amendment, as provided by law, and by the execution of said amendment by the parties or their successors in interest.

6.05 No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

6.06 Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

6.07 Indiana Law. This Agreement shall be construed in accordance with the laws of the State of Indiana.

6.08 Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the Company:

Vale View, LLC
Attn: Wayne Welter
3201 Parker Drive.
Valparaiso, Indiana 46383

With a copy to:

Burke, Constanza & Carberry
Attn: Margaret Williford
156 S. Washington St.
Valparaiso, IN 46383

To the City Bodies:

Valparaiso Redevelopment Commission
c/o Lauren Orchard, Economic Development Coordinator
166 Lincolnway
Valparaiso, Indiana 46383

With a copy to:

Patrick Lyp, General Counsel/Economic Development Director
City of Valparaiso Redevelopment Commission
162 Lincolnway
Valparaiso, IN 46383

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

6.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

6.10 Assignment. The rights and obligations contained in this Agreement may not be assigned by the Company or any affiliate thereof without the express prior written consent of each of the City Bodies (which shall not be unreasonably withheld); provided, however, that the Company may transfer all or a portion of its rights and obligations hereunder to an affiliate of the Company upon notice to but without the consent of the City Bodies, but any such transfer to an affiliate of the Company shall not have the effect of releasing the Company from its obligations hereunder.

6.11 No Third Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party.

6.12 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and each of the City Bodies has approved or ratified this Agreement at public meetings.

6.13 Local Contractors, Suppliers and Vendors. Company acknowledges the use of local incentives for this Development and recognizes the benefits of utilizing local contractors and suppliers. The City Bodies strongly urges Company to maximize the employment opportunities of the citizens, and resources found within Northwest Indiana. As a material part of this Agreement, Company agrees that it will use commercially reasonable best efforts to employ price competitive contractors, suppliers and vendors located within Northwest Indiana (Lake and Porter counties) with respect to the Development and will additionally use such efforts to purchase materials and supplies from price competitive suppliers and vendors located within Northwest Indiana (Lake and Porter counties). Upon request, Company shall provide the City Bodies an accounting of the Development as to the: i) contractors and suppliers used; and, ii) "commercially reasonable best efforts" used by the Applicant.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF VALPARAISO, INDIANA

By:____________________________
Jon Costas, Mayor

VALPARAISO REDEVELOPMENT COMMISSION

By:____________________________
Robert Thorgren, President

Vale View, LLC

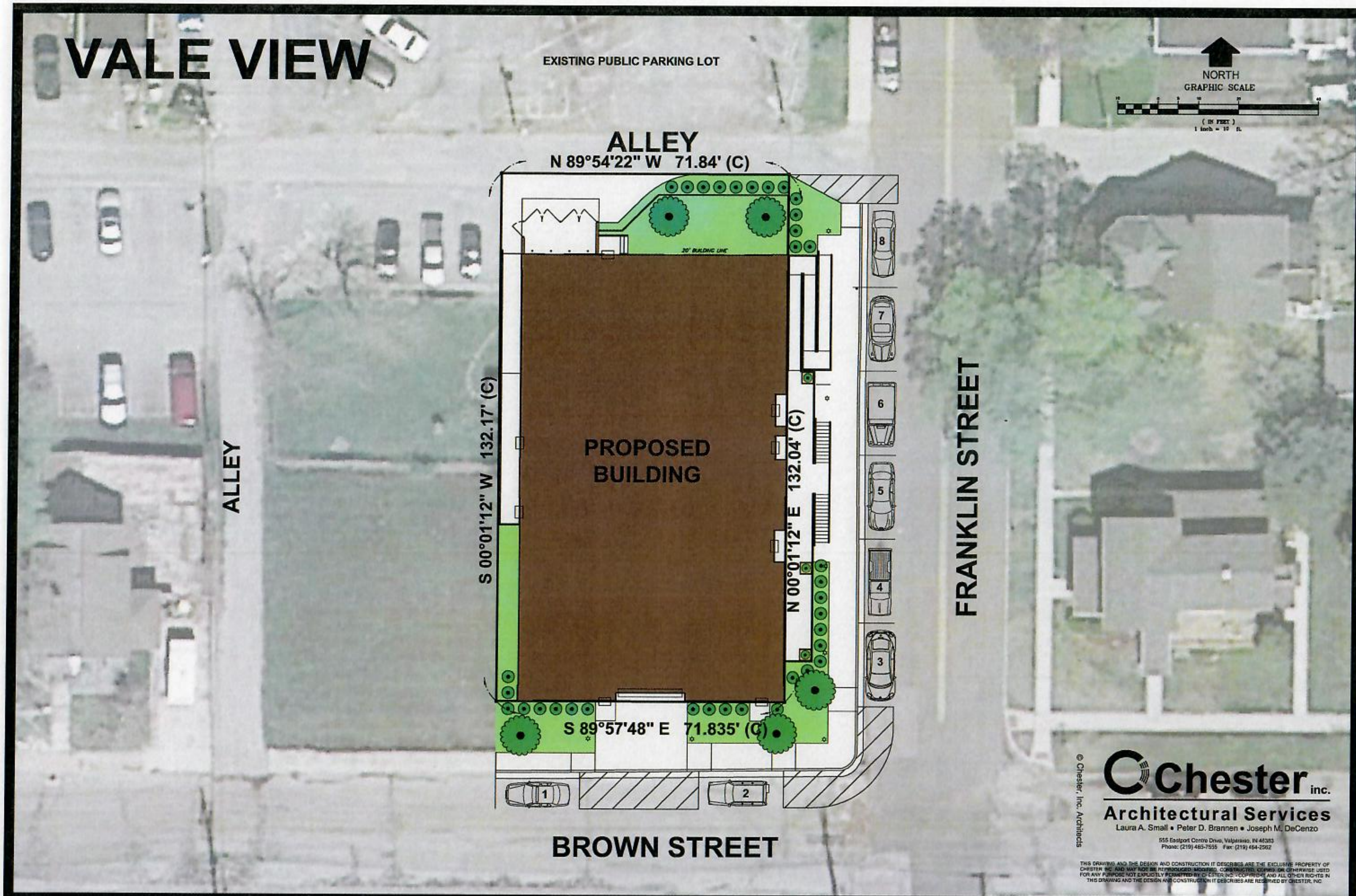
By:____________________________
Wayne Welter, Manager

EXHIBIT A

DESCRIPTION OF DEVELOPMENT

Development will be a 4-story mixed use building with commercial use on the first floor and 12 residential units situated on the 2-4 floors. Development will be constructed consisted to the plan presented to the Valparaiso Board of Zoning Appeals on September 18, 2018. The Development will contain a minimum of 16 underground parking spaces for use by the Development residents.

Attached are plans prepared by Chester, Inc.


VALE VIEW
EXISTING PUBLIC PARKING LOT
NORTH
GRAPHIC SCALE
(IN FEET)
1 inch = 10 ft.
ALLEY
N 89°54'22" W 71.84' (C)
20' BUILDING LINE
PROPOSED
BUILDING
S 00°01'12" W 132.17' (C)
N 00°01'12" E 132.04' (C)
S 89°57'48" E 71.835' (C)
ALLEY
FRANKLIN STREET
BROWN STREET
1
2
3
4
5
6
7
8
Chester inc.
Architectural Services
Laura A. Small • Peter D. Brannen • Joseph M. DeCenzo
555 Eastport Centre Drive, Valparaiso, IN 46383
Phone: (219) 465-7555 Fax: (219) 464-2562
© Chester, Inc. Architects

VALE VIEW

FRANKLIN STREET (EAST) ELEVATION

Chester inc.
Architectural Services
Laura A. Small • Peter D. Brannen • Joseph M. DeCenzo
555 Eastport Centre Drive, Valparaiso, IN 46383
Phone: (219) 465-7555 Fax: (219) 464-2562

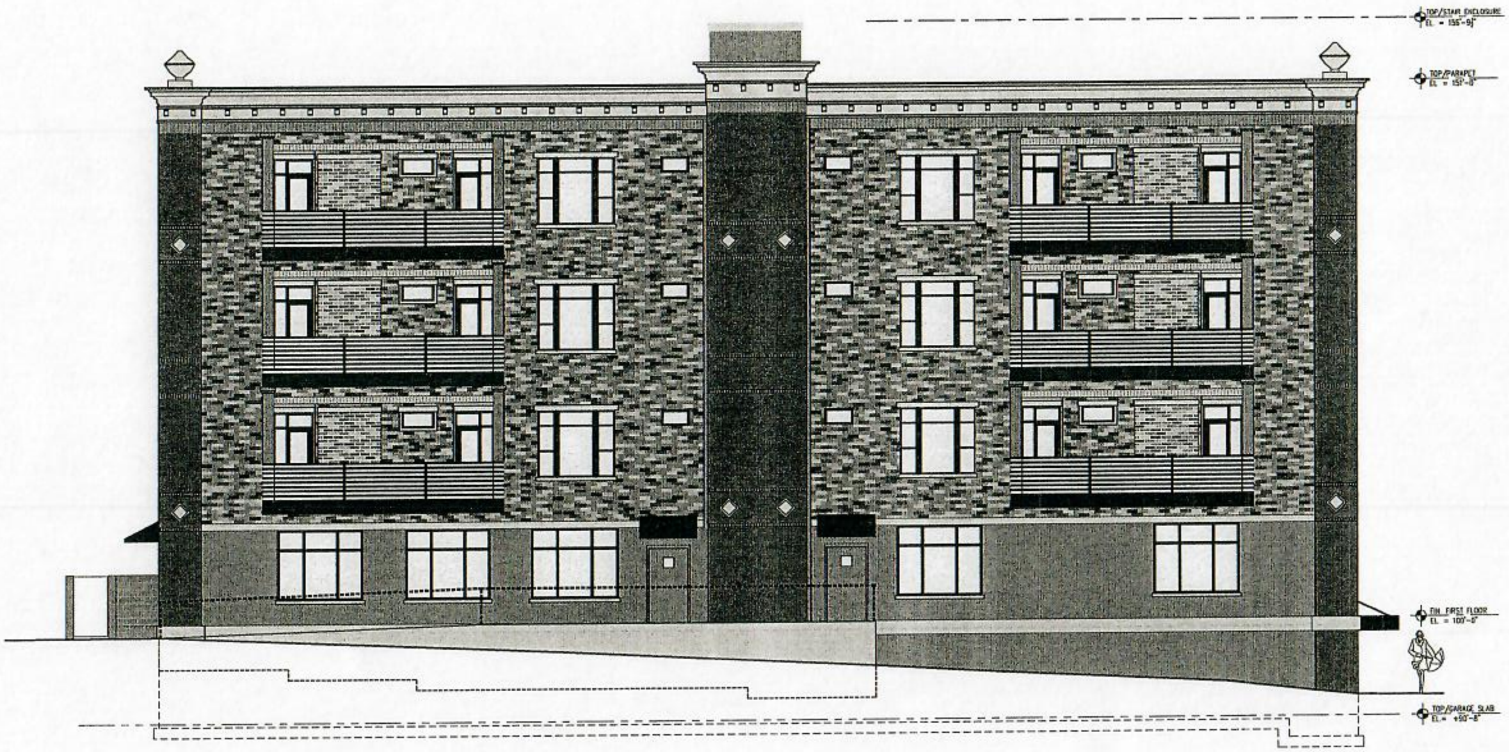
VALE VIEW

NORTH ELEVATION

SOUTH ELEVATION

Chester inc.
Architectural Services
Laura A. Small • Peter D. Brannen • Joseph M. DeCenzo
555 Eastport Centre Drive, Valparaiso, IN 46383
Phone: (219) 465-7555 Fax: (219) 464-2562

VALE VIEW



WEST ELEVATION

Chester inc.
Architectural Services
Laura A. Small • Peter D. Brannen • Joseph M. DeCenzo
555 Eastport Centre Drive, Valparaiso, IN 46383
Phone: (219) 465-7555 Fax: (219) 464-2562

EXHIBIT B

LEGAL DESCRIPTION

See Attached

Tiemens Land Surveying, Inc.
527 North Halleck Street, Suite E
DeMotte, Indiana 46310
Phone: (219) 987-2828
Email: dtiemens@netnitco.net

January 5, 2018

Re: City of Valparaiso

Legal Description:

Lot 8 and the East 6 feet of Lot 7, except the North 72 feet thereof, in Block 33, in the Original Town, now City, of Valparaiso, as per plat thereof, recorded in Deed Record "A", Page 13, in the Office of the Recorder of Porter County, Indiana.

Parcel Number 64-09-24-380-009-000-004

EXHIBIT C

ESTIMATED TAX INCREMENT FROM REAL PROPERTY

See Attached Cender & Company Consultant's Report

Dated October 8, 2018

VALPARAISO REDEVELOPMENT COMMISSION
Valparaiso, Indiana

CONSULTANT'S REPORT

$704,000*
CITY OF VALPARAISO, INDIANA
ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2018
(VALE VIEW PROJECT)

November 1, 2018

Cender & Company L.L.C.
233 E. 84th Drive, Suite 103 • Merrillville, IN 46410
Phone: 219•736•1800 Fax: 219•736•8465

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* Preliminary, subject to change.

VALPARAISO REDEVELOPMENT COMMISSION
Valparaiso, Indiana

CONSULTANT'S REPORT

$704,000*
CITY OF VALPARAISO, INDIANA
ECONOMIC DEVELOPMENT REVENUE BOND, SERIES 2018
(VALE VIEW PROJECT – 256 Franklin Street)

TABLE OF CONTENTS

* Preliminary, subject to change.

EXHIBIT D

VALPARAISO REDEVELOPMENT COMMISSION
Valparaiso, Indiana

Schedule of New Improvements and Estimated Assessed Value
Vale View Project - 256 Franklin Street

Assessment Year	Collection Year	Type of Business	Square Footage	Assessed Value Per Sq. Ft.	Estimated Assessed Value	Land	2% (3) AV Improvement	3% (3) AV Improvement	Total AV
2020	2021	Multi-family Housing Commercial Development	36,015	$ 85.00 (1)	$ 3,061,275 (2)	$ 280,000	$ 2,295,956	$ 765,319	$ 3,341,275

(1) Used Thormahlen Investments LLC property on 202 Lincolnway as a comparable property to estimate the assessed value. This property has an assessed value of $78 per square foot of building space without market value adjustment and $87 per square foot with market value adjustment. We have estimated the Vale View Project, a 16 unit unit of high-end residential rental units at $85.00 per square foot.

(2) We have estimated land at $280,000, which is similar to the assessed value of the Thormahlen Investment LLC property.

(3) We have assumed that 75% of development will be assessed as 2% rental property and 25% of the development will be assessed as other property, subject to the lower of the actual property tax rate or the 3% tax cap rate.

EXHIBIT E

VALPARAISO REDEVELOPMENT COMMISSION

Valparaiso, Indiana

Schedule of New Real Property (Land and Improvements) Estimate of Assessed Valuations -
and Estimated Tax Increment Revenues
Vale View Project - 256 Franklin Street

	Fully Assessed Jan. 1, xxxx		(Rounded to $100) Estimated Assessed Valuation of Real Property												Less:			
				New Improvements		Estimated Assessed Valuation	Total Tangible Property Net Assessed	Estimated Gross	Effective Tax	Ref. Tax	Estimated Real Property	Estimated Referendum	Total Real Property	Estimated Base Assessed	Potential Captured Assessed	Estimated Tax	Accumulated Tax
Project Year	Assessment Year	Collection Year	Land	2% Property	3% Property	Deductions:	Valuation	Tax Rate	Rate (1)	Rate (2)	Taxes	Taxes	Taxes	Valuation	Valuation	Increment	Increment
1	2020	2021	$ 280,000	$ 2,295,956	$ 765,319	$ -	$3,341,275	$2.3802	$2.0000	$0.6227	$ 69,735	$ 20,806	$ 90,541	$174,060	$ 3,167,215	$ 66,254	$ 66,254
2	2021	2022	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	132,508
3	2022	2023	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	198,762
4	2023	2024	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	265,016
5	2024	2025	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	331,270
6	2025	2026	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	397,524
7	2026	2027	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	463,778
8	2027	2028	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	530,032
9	2028	2029	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	596,286
10	2029	2030	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	662,540
11	2030	2031	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	728,794
12	2031	2032	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	795,048
13	2032	2033	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	861,302
14	2033	2034	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	927,556
15	2034	2035	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	993,810
16	2035	2036	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	1,060,064
17	2036	2037	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	1,126,318
18	2037	2038	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	1,192,572
19	2038	2039	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	1,258,826
20	2039	2040	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	1,325,080
21	2040	2041	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	1,391,334
22	2041	2042	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	1,457,588
23	2042	2043	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	1,523,842
24	2043	2044	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	1,590,096
25	2044	2045	280,000	2,295,956	765,319	-	3,341,275	2.3802	2.0000	0.6227	69,735	20,806	90,541	174,060	3,167,215	66,254	**1,656,350**
								TOTALS			$ 1,743,375	$ 520,150	$ 2,263,525			$ 1,656,350	

Notes:

(1) The circuit breakers applicable to Pay 2021 taxes for rental real property is 2.0 percent. The total tax rate of $2.3802 is net of the Valparaiso Community Schools Referendum Property Tax Rate of $.6221. The statutory circuit breaker percentage applies to gross assessed valuation before deductions NOT net assessed valuation. The taxpayers will be paying the 2% tax cap plus the Referendum Property Tax Rate of $.6221. The Redevelopment Commission's Vale View Allocation Area Fund will not be receiving the taxes from the Referendum Property Taxes, as those will be distributed directly to the Schools.

VALPARAISO REDEVELOPMENT COMMISSION
City of Valparaiso, Indiana

Estimated Debt Service Schedule:
Economic Development Revenue Bonds, Series 2018 ($704,000)
Vale View Project - 256 Franklin Street

Dated Date: 1/16/19

Bond Year	Collection Year	Date	Principal	Rate	Interest	Total	Capitalized Interest	Net Debt Service	Fiscal Total	70% of Available Tax Increment	Debt Service Coverage
0.5		07/15/19		3.75%	$ -	$ -	$ -	$ -			
1.0		01/15/20		3.75%	13,200.00	13,200.00	13,200.00	-	$ -	$ -	
1.5		07/15/20		3.75%	13,200.00	13,200.00	13,200.00	-			
2.0		01/15/21		3.75%	13,200.00	13,200.00	13,200.00	-		-	
2.5	2021	07/15/21	$ 10,000.00	3.75%	13,200.00	23,200.00		23,200.00			
3.0	2021	01/15/22	10,000.00	3.75%	13,012.50	23,012.50		23,012.50	46,212.50	46,378.00	100.36%
3.5	2022	07/15/22	10,000.00	3.75%	12,825.00	22,825.00		22,825.00			
4.0	2022	01/15/23	10,000.00	3.75%	12,637.50	22,637.50		22,637.50	45,462.50	46,378.00	102.01%
4.5	2023	07/15/23	10,000.00	3.75%	12,450.00	22,450.00		22,450.00			
5.0	2023	01/15/24	11,000.00	3.75%	12,262.50	23,262.50		23,262.50	45,712.50	46,378.00	101.46%
5.5	2024	07/15/24	11,000.00	3.75%	12,056.25	23,056.25		23,056.25			
6.0	2024	01/15/25	11,000.00	3.75%	11,850.00	22,850.00		22,850.00	45,906.25	46,378.00	101.03%
6.5	2025	07/15/25	11,000.00	3.75%	11,643.75	22,643.75		22,643.75			
7.0	2025	01/15/26	12,000.00	3.75%	11,437.50	23,437.50		23,437.50	46,081.25	46,378.00	100.64%
7.5	2026	07/15/26	12,000.00	3.75%	11,212.50	23,212.50		23,212.50			
8.0	2026	01/15/27	12,000.00	3.75%	10,987.50	22,987.50		22,987.50	46,200.00	46,378.00	100.39%
8.5	2027	07/15/27	12,000.00	3.75%	10,762.50	22,762.50		22,762.50			
9.0	2027	01/15/28	13,000.00	3.75%	10,537.50	23,537.50		23,537.50	46,300.00	46,378.00	100.17%
9.5	2028	07/15/28	13,000.00	3.75%	10,293.75	23,293.75		23,293.75			
10.0	2028	01/15/29	13,000.00	3.75%	10,050.00	23,050.00		23,050.00	46,343.75	46,378.00	100.07%
10.5	2029	07/15/29	13,000.00	3.75%	9,806.25	22,806.25		22,806.25			
11.0	2029	01/15/30	13,000.00	3.75%	9,562.50	22,562.50		22,562.50	45,368.75	46,378.00	102.22%
11.5	2030	07/15/30	14,000.00	3.75%	9,318.75	23,318.75		23,318.75			
12.0	2030	01/15/31	14,000.00	3.75%	9,056.25	23,056.25		23,056.25	46,375.00	46,378.00	100.01%
12.5	2031	07/15/31	14,000.00	3.75%	8,793.75	22,793.75		22,793.75			
13.0	2031	01/15/32	15,000.00	3.75%	8,531.25	23,531.25		23,531.25	46,325.00	46,378.00	100.11%
13.5	2032	07/15/32	15,000.00	3.75%	8,250.00	23,250.00		23,250.00			
14.0	2032	01/15/33	15,000.00	3.75%	7,968.75	22,968.75		22,968.75	46,218.75	46,378.00	100.34%
14.5	2033	07/15/33	15,000.00	3.75%	7,687.50	22,687.50		22,687.50			
15.0	2033	01/15/34	16,000.00	3.75%	7,406.25	23,406.25		23,406.25	46,093.75	46,378.00	100.62%
15.5	2034	07/15/34	16,000.00	3.75%	7,106.25	23,106.25		23,106.25			
16.0	2034	01/15/35	16,000.00	3.75%	6,806.25	22,806.25		22,806.25	45,912.50	46,378.00	101.01%
16.5	2035	07/15/35	16,000.00	3.75%	6,506.25	22,506.25		22,506.25			
17.0	2035	01/15/36	17,000.00	3.75%	6,206.25	23,206.25		23,206.25	45,712.50	46,378.00	101.46%
17.5	2036	07/15/36	17,000.00	3.75%	5,887.50	22,887.50		22,887.50			
18.0	2036	01/15/37	17,000.00	3.75%	5,568.75	22,568.75		22,568.75	45,456.25	46,378.00	102.03%
18.5	2037	07/15/37	18,000.00	3.75%	5,250.00	23,250.00		23,250.00			
19.0	2037	01/15/38	18,000.00	3.75%	4,912.50	22,912.50		22,912.50	46,162.50	46,378.00	100.47%
19.5	2038	07/15/38	18,000.00	3.75%	4,575.00	22,575.00		22,575.00			
20.0	2038	01/15/39	19,000.00	3.75%	4,237.50	23,237.50		23,237.50	45,812.50	46,378.00	101.23%
20.5	2039	07/15/39	19,000.00	3.75%	3,881.25	22,881.25		22,881.25			
21.0	2039	01/15/40	19,000.00	3.75%	3,525.00	22,525.00		22,525.00	45,406.25	46,378.00	102.14%
21.5	2040	07/15/40	20,000.00	3.75%	3,168.75	23,168.75		23,168.75			
22.0	2040	01/15/41	20,000.00	3.75%	2,793.75	22,793.75		22,793.75	45,962.50	46,378.00	100.90%
22.5	2041	07/15/41	20,000.00	3.75%	2,418.75	22,418.75		22,418.75			
23.0	2041	01/15/42	21,000.00	3.75%	2,043.75	23,043.75		23,043.75	45,462.50	46,378.00	102.01%
23.5	2042	07/15/42	21,000.00	3.75%	1,650.00	22,650.00		22,650.00			
24.0	2042	01/15/43	22,000.00	3.75%	1,256.25	23,256.25		23,256.25	45,906.25	46,378.00	101.03%
24.5	2042	07/15/43	22,000.00	3.75%	843.75	22,843.75		22,843.75			
25.0	2043	01/15/44	23,000.00	3.75%	431.25	23,431.25		23,431.25	46,275.00	46,378.00	100.22%
		TOTALS	$ 704,000.00		$ 392,268.75	$ 1,096,268.75	$ 39,600.00	$ 1,056,668.75	$1,056,668.75	$1,066,694.00	

Note: Interest begins accruing on July 25, 2019.

VALPARAISO REDEVELOPMENT COMMISSION
City of Valparaiso, Indiana

Statement of Estimated Sources and Uses of Funds*:
Economic Development Revenue Bonds, Series 2018 ($704,000)
Vale View Project - 256 Franklin Street

Sources of Funds			
Bond Proceeds	$	704,000	*
Total	**$**	**704,000**	*
Uses of Funds			
Project Costs (1)	$	602,858	*
Capitalized Interest (gross funded)		39,600	*
Cost of Issuance		60,000	*
Miscellaneous		1,542	*
Total	**$**	**704,000**	*

* *Preliminary, subject to change.*

Note:
(1) Funds available for project infrastructure and economic development purposes.

EXHIBIT D

PROJECT COSTS

DMS 13226394v1

Chester inc
Real Estate & Development

555 Eastport Centre Drive
P.O. Box 2237
Valparaiso, IN 46384

Bus 219-465-7555
Fax 219-464-2562
www.chesterinc.com

September 4, 2018

Valparaiso Redevelopment Commission
Attn: Patrick Lyp
166 Lincolnway
Valparaiso, IN 46383

Vale View LLC is submitting an estimated cost summary for work to be completed on the Proposed Multi Use Residential Facility Development to be located at the corner of Brown Street and Franklin Streets in the Southwest corner of Valparaiso's vibrant downtown district. The reimbursement costs listed below will help cover the development infrastructure needs for this project to come to fruition.

Itemized cost breakdown:

1. Demolition of existing home and infrastructure ……………………….$44,850.00
2. Underground Parking Garage …………………………………….. $481,320.00
3. Drainage and Storm water Work ….………………….......................$28,108.00
4. Right of Way improvements …………………………………..….. $216,416.00
   a. Remove existing sidewalk
   b. Ramps and railings
   c. Install new curb and gutter
   d. Install new sidewalk
   e. Street lights
   f. Masonry Dumpster corrals
5. Brown Street Utility Extensions for Sewer and Water………………. $96,100.00
   a. Excavation and trenching/ haul off
   b. 229 L.F. 8" PVC
   c. Stone backfill
   d. 2 manholes and 3 sewer taps
   e. Asphalt replacement 3" + 1 ½"
6. Aspects of this project required by the UDO that extend the financial burden on developer ………………………………………………………… $554,128.00
   Note: All items below included because variances will be requested and may or may not be approved. Final Cost for variance items
   a. Masonry
   b. Enclosed Balconies
   c. Parapit walls on all sides of roof.
   d. Architectural bump outs and accents
   e. Landscaping
   f. Transparency

Tony Peuquet