

MINUTES OF THE MEETING

OF THE COMMON COUNCIL VALPARAISO, INDIANA

March 13, 2023

The Common Council of the City of Valparaiso, Indiana, met on Monday March 13, 2023 at 6:00 p.m. in City Hall. Councilmember Schmidt called the meeting to order. The Pledge of Allegiance was said. Present were Councilmembers Reed, Cotton, Schmidt, Pupillo, Anderson, and Costas. Councilmember Peterson and Mayor Murphy were absent.

MINUTES

Councilmember Cotton discussed the previous minutes. Attorney Patrick Lyp replied to his concerns.

MOTION: Councilmember Reed moved to adopt minutes of the February 27, 2023 meeting. Councilmember Cotton seconded the motion. Upon voice vote the motion passed with a 6-0 vote.

ORDINANCE NO. 12, 2023

AN ORDINANCE APPROPRIATING FUNDS IN THE MUNICIPAL EXCISE SURTAX FUND AND PROVIDING FOR PUBLICATION OF NOTICE

Councilmember Reed moved that Ordinance No. 12, 2023 be read a second time by title and a third time in full and be considered for adoption and the opportunity be given for the offering of amendments. Councilmember Cotton seconded the motion. Deputy Clerk-Treasurer Kerr-Cook read the Ordinance.

Mike Jabo addressed the Council. The appropriation amount is \$500,000.00. The funds are available to match funds with the projects for street paving.

Public Hearing

Councilmember Schmidt announced Ordinance No. 12, 2023 requires a Public Hearing and presented Proof of Publication that at tonight's meeting the Council will hear comments on the appropriation of \$500,000 in the Municipal Excise Surtax Fund.

Seeing no one wishing to address the Council, Councilmember Schmidt declared the Public Hearing closed.

MOTION: Councilmember Reed moved to adopt Ordinance No. 12, 2023. Councilmember Cotton seconded the motion. The motion passed with a 6-0 voice vote.

ORDINANCE NO. 13, 2023

AN ORDINANCE APPROPRIATING FUNDS IN THE MUNICIPAL WHEEL TAX FUND AND PROVIDING FOR PUBLICATION OF NOTICE

Councilmember Reed moved that Ordinance No. 13, 2023 be read a second time by title and a third time in full and be considered for adoption and the opportunity be given for the offering of amendments. Councilmember Cotton seconded the motion. Deputy Clerk-Treasurer Kerr-Cook read the Ordinance.

Mike Jabo addressed the Council. The appropriation amount is \$40,000.00. The funds are for paving projects.

Public Hearing

Councilmember Schmidt announced Ordinance No. 13, 2023 requires a Public Hearing and presented Proof of Publication that at tonight's meeting the Council will hear comments on the appropriation of \$40,000 in the Municipal Wheel Tax Fund.

Seeing no one wishing to address the Council, Councilmember Schmidt declared the Public Hearing closed.

MOTION: Councilmember Reed moved to adopt Ordinance No. 13, 2023. Councilmember Cotton seconded the motion. The motion passed with a 6-0 voice vote.

Community Update

Attorney Patrick Lyp discussed the former gas station at 1307 Calumet and the issue residents have over the testing on Fair to make sure there are no contaminants in their property. This testing project is being done by IFA and is not a City project. There will be no pipes sticking out of the ground. The tests will be done now and again in the Spring of 2024. It would be irresponsible of the City to not allow this testing to be done.

Councilmember Cotton – He was responsible for the initial cleaning being done. He was glad that the brownfields were getting cleaned up. There is a need to determine to what extent a plume may be moving. If they determine it is limited to a certain perimeter, then the case can be closed. The concern became acutely problematic when the residents expressed concern about indemnification. They were told to hire an attorney and sue. There is no one to sue. Needing to test to determine the extent can be achieved. Expand the perimeter outside the immediate proximity of these residences. They can determine if the plume has migrated. Currently there is no surface level contamination. The IFA person has said they can take the garage down. Councilmember Cotton would rather see that than adverse consequences to the neighbors. He suggested doing horizontal boring rather than vertical. The objective can be met by expanding the perimeter. The ground can be cleaned out but they do not want to do it with people's life savings.

COUNCIL LIAISON

Councilmember Reed – The School Board meets Thursday at 6:00 pm. The application process for the new School board Member appointment has begun. Applications are due online or at the Clerk-Treasurers office by noon on April 21st.

Councilmember Costas – The Grand Gardner Hotel gave a presentation at the RDC meeting. Councilmember Cotton remarked he has asked for a copy of the presentation but has been told it is not available.

PUBLIC COMMENTS

Jeff Garns – 407 Fair. He presented a picture showing a drill set up in a front yard to do the drill testing that is proposed in his neighborhood. He understands this is not a City project. He is requesting suspension of the permit issued by the City. They had a public meeting. At that meeting they learned that testing in their yards was over reaching and could be detrimental to their property values. He asked if it is possible that IFA could have spread the contamination when they were doing the initial clean up at the site. He asked who is liable in the event of an accident. Is there a Certificate of Insurance naming the City and residents. What other technology could be used. If this testing is done from the City right of way, will they do independent testing and who will pay for it? The test holes are 91" apart. Mr. Morris told him 30' from the bore holes will be off limits to the residents.

Tom Kaiser – 409 Fair. He went to the County to see about the easement. He was told there was nothing recorded. He explained the type of easement or right-of-way determines what can be done in that easement. He questioned if the City has the legal right to transfer to IDEM.

Kevin Kleemann – 4207 Oak Grove Drive. Property owner at 406 Fair. He bought this property and is remodeling it for his mother to move in. He purchased this property approximately one year ago. It was not disclosed this testing was being done. He would like to know why he is being forced to allow this. At the public meeting there was no talk about an alternative. He asked how much IFA was given in a grant to do this work. When they were doing the initial cleaning, they made a mess of the neighborhood. He does remodeling and has to get permits. Permits are supposed to assure there is insurance and that inspections are done. He and his neighbors have been told no one can be within 30' of the drill holes.

Lisa Garns – 407 Fair. She provided the document where they were told they could not be within 30' of the drill holes. She says there has been no transparency on this project. She is the one who initiated the Public Meeting in July of 2022. Mr. Morris has admitted to her that they do not have a very good track record. He also said the real reason for this is to check off an administrative check box. This is for IFA to close the books. She has been told that if a homeowner finds contamination on their property they can recoup from the property owner where the contamination came from. In this case there is no one to go to. The property owner has passed away and the estate turned the property over to IFA because they could not afford the remediation.

Tom Davis – 56 Chicago. He is concerned about the lack of transparency and accountability of the Linc project. So far eight businesses have been lost. The Developer has been paid \$3 Million Dollars. \$17 Million has been set aside for a parking garage. The City keeps developing high end homes. Soon the Police, Firemen and Teachers will not be able to afford to live in Valparaiso.

The meeting adjourned at 6:57 p.m.

/s/ Holly Taylor, Clerk-Treasurer

RESOLUTION NO. 4, 2023**A RESOLUTION OF THE
COMMON COUNCIL OF THE CITY OF VALPARAISO, INDIANA,
APPROVING AN ORDER OF THE VALPARAISO PLAN COMMISSION
APPROVING A RESOLUTION OF THE CITY OF VALPARAISO,
INDIANA REDEVELOPMENT COMMISSION DECLARING AN AREA IN
THE CITY OF VALPARAISO, INDIANA, AS AN ECONOMIC
DEVELOPMENT AREA, APPROVING AN ECONOMIC DEVELOPMENT
PLAN FOR SAID AREA, AND REGARDING RELATED MATTERS**

WHEREAS, the City of Valparaiso, Indiana Redevelopment Commission (the “Redevelopment Commission”), did, on the 9th day of March, 2023, approve and adopt its Resolution No. 2023-3 entitled “A Resolution of the City of Valparaiso, Indiana Redevelopment Commission Declaring an Area in the City of Valparaiso, Indiana, as an Economic Development Area and Approving an Economic Development Plan for Said Area and Regarding Related Matters” (the “Declaratory Resolution”); and

WHEREAS, the Declaratory Resolution designates and declares an economic development area to be known as the “Grand Gardner Economic Development Area” (the “Economic Development Area”), designates the entire Economic Development Area as an allocation area pursuant to the provisions of I.C. § 36-7-14, as amended (the “Act”), and adopts an economic development plan for the Economic Development Area (the “Plan”); and

WHEREAS, on April 4, 2023, the City of Valparaiso Plan Commission (the “Plan Commission”) adopted and approved its resolution, a copy of which is attached hereto as Exhibit A, determining that the Declaratory Resolution and the Plan, conform to the plan of development of the City, and designated such resolution as the written order of the Plan Commission approving the Declaratory Resolutions and the Plan, as required by Section 16 of the Act (the “Plan Commission Order”); and

WHEREAS, Section 16 of the Act prohibits the Commission from proceeding until the Plan Commission Order is approved by the legislative body of the City; and

WHEREAS, the Common Council of the City (the “Common Council”) is the legislative body of the City and now desires to approve the Plan Commission Order in order to permit the Commission to continue to proceed with the redevelopment and economic development;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF VALPARAISO, INDIANA, AS FOLLOWS:

1. The Declaratory Resolution and Plan conform to the plan of the development of the City.
2. The Plan Commission Order is hereby approved, ratified and confirmed in all respects.

3. This Resolution shall be in full force and effect from and after its adoption by the Common Council and approval by the Mayor.

DULY PASSED on this ____ day of _____, 2023, by the Common Council of the City of Valparaiso, Indiana.

Presiding Officer

ATTEST:

Holly Taylor, Clerk-Treasurer

This resolution presented by me, the Clerk-Treasurer of the City of Valparaiso, Indiana, to the Mayor for his approval this ___ day of _____, 2023.

Holly Taylor, Clerk-Treasurer

This resolution signed and approved by me, the Mayor of the City of Valparaiso, Indiana, this ____ day of _____, 2023.

Matt Murphy, Mayor

EXHIBIT A

Plan Commission Order

See attached

RESOLUTION NO. 5, 2023

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
VALPARAISO, INDIANA, APPROVING CERTAIN AMENDMENTS TO THE PLAN
FOR THE CONSOLIDATED VALPARAISO REDEVELOPMENT AREA**

WHEREAS, the City of Valparaiso Redevelopment Commission (the "Redevelopment Commission") previously adopted and amended a Declaratory Resolution (the "Declaratory Resolution") establishing the Consolidated Valparaiso Economic Development Area (the "EDA") and designating certain parcels in the EDA as allocation areas, including the Consolidated Valparaiso Allocation Area (the "Existing Allocation Area") in the City, and approving an Economic Development Plan related thereto (the "Plan"); and

WHEREAS, on March 9, 2023, the Redevelopment Commission approved and adopted Resolution No. 2023-2 (the "Amending Resolution") amending the Declaratory Resolution to: (a) designate a portion of the EDA as a new allocation pursuant to Indiana Code 36-7-14-39 to be known as the "Journeyman Allocation Area" ("Journeyman Allocation Area") (including removing the parcels constituting Journeyman Allocation Area from the Existing Allocation Area as shown in the map, parcel list and boundary descriptions in Exhibits A and B of the Amending Resolution); and (b) designate certain taxpayers in the Journeyman Allocation Area as "designated taxpayers" for purposes of capturing incremental assessed value from depreciable personal property in the Journeyman Allocation Area; and

WHEREAS, the Redevelopment Commission submitted the Amending Resolution to the City of Valparaiso Plan Commission (the "Plan Commission") for its approval pursuant to IC 36-7-14-16; and

WHEREAS, on April 4, 2023, the Plan Commission issued its order approving the Amending Resolution;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Valparaiso, Indiana, as follows:

1. The Common Council hereby approves the amendments to the Plan as provided in the Amending Resolution, and hereby approves the order of the Plan Commission approving the Amending Resolution.

2. This Resolution shall be in full force and effect from and after its passage by the Common Council as required by law.

PASSED and adopted by the Common Council of the City of Valparaiso, Indiana on the 10th day of April, 2023.

Presiding Officer

Attest:

Holly Taylor, Clerk-Treasurer

Presented by me to the Mayor of the City of Valparaiso, Indiana on the _____ of April, 2023, at the hour of _____ pm.

Holly Taylor, Clerk-

Treasurer This resolution approved and signed by me on the _____ of

April, 2023.

Matthew R. Murphy, Mayor

RESOLUTION #6, 2023**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF VALPARAISO, PORTER COUNTY, INDIANA, ADOPTING A FISCAL PLAN FOR THE ANNEXATION OF PROPERTY KNOWN AS THE "FRANCISCAN ALLIANCE ANNEXATION"**

WHEREAS, the Common Council (the "Council") of the City of Valparaiso, Indiana (the "City") has investigated annexation of an area consisting of approximately 26.37 acres located outside of but contiguous to the City; and

WHEREAS, pursuant to IC 36-4-3-5.1, the legislative body of a municipality may, by ordinance, annex territory that is contiguous to the municipality, subject to certain limitations; and

WHEREAS, pursuant to Indiana Code §36-4-3-3.1 a fiscal plan must be prepared and adopted by resolution prior to such annexation; and

WHEREAS, the required fiscal plan, included as Exhibit C (the "Fiscal Plan") and attached hereto and made a part hereof, has been prepared and presented to the Common Council for consideration; and

WHEREAS, the Fiscal Plan has been reviewed and complies with the requirements of Indiana Code §36-4-3-13; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Valparaiso, Porter County, Indiana as follows:

SECTION 1. Incorporation of Recitals. The foregoing recitals (or "whereas clauses") are findings of fact by the Common Council and are incorporated into this Resolution by reference.

SECTION 2. Approval and Adoption of Fiscal Plan. The Common Council of the City hereby approves and adopts the Fiscal Plan attached hereto, made a part hereof, and marked as Exhibit C to this Resolution for the Franciscan Alliance Annexation.

SECTION 3. Effective Date. This Resolution shall be in full force and effect upon its passage by the Common Council and as provided by Indiana law.

SECTION 4. Severability. The sections, subsections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgement or decree of a court of competent jurisdiction, such unconstitutionally, invalidity, or unenforceability shall not affect any of the remaining sections, subsections, paragraphs, sentences, clauses, and phrases of this Ordinance.

PASSED by the Common Council of the City of Valparaiso, Indiana, by a ___ - ___ vote of all members present and voting on this ___ day of _____, 2023.

Matthew R. Murphy, Mayor

ATTEST:

Holly Taylor, Clerk-Treasurer

Presented by me to the Mayor of the City of Valparaiso, Indiana, this ____ day of _____, 2023 at the hour of ____ o'clock P.M.

Holly Taylor, Clerk-Treasurer

This Resolution approved and signed by me this ___ day of _____, 2023.

Matthew R. Murphy, Mayor

Exhibit A

LEGAL DESCRIPTION
FRANCISCAN ALLIANCE ANNEXATION

AN IRREGULARLY SHAPED PARCEL OF LAND OF APPROXIMATELY 26 ACRES CONTAINING TWO PROPERTIES LOCATED EAST OF STATE ROAD 49, SOUTH OF LAPORTE AVENUE, WEST OF EASTPORT CENTRE DRIVE AND NORTH OF LOTS 26-28 IN THE EASTPORT CENTRE FOR COMMERCE & INDUSTRY SUBDIVISION; SAID PARCEL IS LOCATED WITHIN SW ¼ OF SECTION 20, IN TOWNSHIP 35 NORTH, RANGE 5 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, AND IS MORE PARTICULARLY DESCRIBED AS:

PORTER COUNTY PARCELS 64-10-20-376-001.000-020 & 64-10-20-352-001.000-020

SAID FRANCISCAN ALLIANCE, INC. DEED FOR PORTER COUNTY PARCEL 64-10-20-376-001.000-020 IS DESCRIBED HEREIN PURSUANT TO A WARRANTY DEED, RECORDED ON OCTOBER 30TH, 2020, AS DOCUMENT NUMBER 2020-029286 IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA,

SAID FRANCISCAN ALLIANCE, INC. DEEDS FOR PORTER COUNTY PARCEL 64-10-20-352-001.000-020 ARE DESCRIBED HEREIN PURSUANT TO THREE WARRANTY DEEDS, ALL RECORDED ON JUNE 16TH, 2022, AS DOCUMENT NUMBERS 2022-013341, 2022-013342, 2022-013343 IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA.

SAID ANNEXATION CONTAINS APPROXIMATELY 26.37 ACRES, MORE-OR-LESS.

Exhibit B
Annexation Area Map

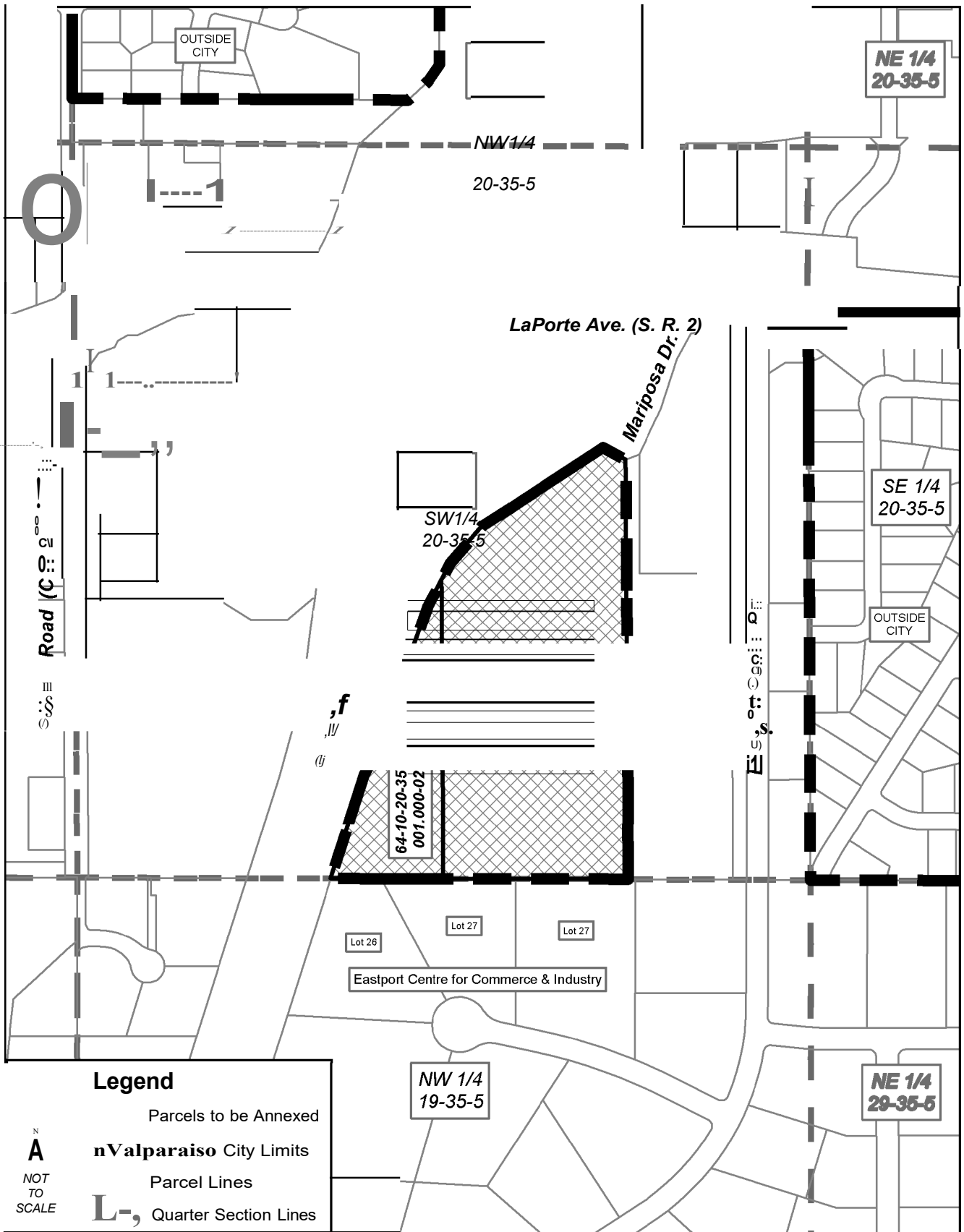


Exhibit C

CITY OF VALPARAISO

**ANNEXATION FISCAL PLAN
FRANCISCAN ALLIANCE ANNEXATION**

DATED
February 20, 2023

**CITY OF VALPARAISO
ANNEXATION FISCAL PLAN
FRANCISCAN ALLIANCE ANNEXATION**

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**CITY OF VALPARAISO
ANNEXATION FISCAL PLAN
FRANCISCAN ALLIANCE ANNEXATION**

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**CITY OF VALPARAISO
ANNEXATION FISCAL PLAN
FRANCISCAN ALLIANCE ANNEXATION**

INTRODUCTION

The following fiscal plan (the “Fiscal Plan”) is for the proposed annexation of two parcels to the east of the existing corporate limits on the southeast side of Valparaiso (the “Annexation Area”). The Annexation Area is adjacent to the City of Valparaiso (the “City”). The requirements of the code mandate the development and adoption of a written fiscal plan and the establishment of a definite policy by resolution of the City Council. The Indiana Code states that this fiscal plan must include and provide:

1. The cost estimates of planned services to be furnished to the territory to be annexed. The plan must present itemized estimated costs for each municipal department or agency;
2. The method or methods of financing the planned services. The plan must explain how specific and detailed expenses will be funded and must indicate the taxes, grants and other funding to be used;
3. The plan for the organization and extension of services. The plan must detail the specific services that will be provided and the dates the services will begin;
4. That planned services of a non-capital nature, including police protection, fire protection, street and road maintenance, and other non-capital services normally provided within the corporate boundaries will be provided within one (1) year after the effective date of annexation, and that they will be provided in a manner equivalent in standard and scope to those non-capital services provided in areas within the corporate boundaries regardless of similar topography, patterns of land use, and population density;
5. That services of a capital improvement nature, including street construction, street lighting, sewer facilities, water facilities, and stormwater drainage facilities, will be provided to the annexed territory within three (3) years after the effective date of the annexation in the same manner as those services are provided to areas within the corporate boundaries, regardless of similar topography, patterns of land use, and population density, and in a manner consistent with federal, state, and local laws, procedures, and planning criteria;
6. The estimated effect of the proposed annexation on taxpayers in each of the political subdivisions to which the proposed annexation applies, including the expected tax rates, tax levies, expenditure levels, service levels, and annual debt service payments in those political subdivisions for six (6) years after the effective date of the annexation;

7. The estimated effect the proposed annexation will have on municipal finances, specifically how municipal tax revenues will be affected by the annexation for six (6) years after the effective date of the annexation;
8. A list of all parcels of property in the annexation territory and the following information regarding each parcel:
 - A. The name of the owner of the parcel.
 - B. The parcel identification number.
 - C. The most recent assessed value of the parcel.
 - D. The existence of a known waiver of the right to remonstrate on the parcel.

This Fiscal Plan may include additional materials in connection with the foregoing. It was developed through the cooperative efforts of the City's various administrative offices and the City's financial advisor, Cender|Dalton Municipal Advisors. This Fiscal Plan is the result of an analysis of the proposed Annexation Area.

The Annexation Area is contiguous to the City for the purposes of Indiana Code 36-4-3-1.5, and there is a written Fiscal Plan, herein provided, that has been approved by the City Council.

AREA DESCRIPTION

Location, Area Size and Contiguity

The proposed Annexation Area is located on the east side of the existing corporate boundaries on the southeast side of the City. A map and legal description of the area to be annexed has been included in attached APPENDIX B.

The Annexation Area is approximately 25.5 acres. The perimeter boundary of the Annexation Area totals 4,560 lineal feet, 100% of which is contiguous to the existing corporate boundaries of the City.

Current Land Use

The Annexation Area consists of vacant, unplatted land, and agricultural land.

Zoning

Existing Zoning: OT – Office and Technology District

Proposed Zoning: Business Park (BP)

Current Population

The current population of the Annexation Area is estimated at zero (0), as there are no primary residences within the Annexation Area.

Real Property Assessed Valuation

The estimated net assessed valuation for land and improvements in the Annexation Area is \$279,700, which is prior to the tax exemption of these parcels. This represents the assessed

value as of January 1, 2022, for taxes payable 2023 prior to the tax exemption. It is also anticipated that Franciscan Alliance will be exempt from paying taxes on the properties held by it.

NON-CAPITAL SERVICES

Cost of Services

The current standard and scope of non-capital services being delivered within the City and the Annexation Area were evaluated by each municipal department to determine the personnel and equipment necessary to provide such non-capital services in a manner equivalent in standard and scope to services that are currently provided within the existing City's municipal boundary.

The City will provide all non-capital services to the Annexation Area within one (1) year after the effective date of the annexation in a manner equivalent in standard and scope to those non-capital services provided to areas within the City regardless of topography, patterns of land use, and population density.

Police Protection

The Porter County Sheriff's Department currently provides police protection and law enforcement services to the specific Annexation Area parcels; however, the Valparaiso Police Department patrols along Eastport Center Drive. All non-capital services of the Valparaiso Police Department ("VPD") will be made available in the Annexation Area within one (1) year of the effective date of this annexation and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the City.

The City of Valparaiso Police Department's primary purpose is the prevention of crime. The department consists of four (4) divisions including administration, community relations, patrol and investigations. The administration division consists of a police chief, assistant police chief and captain of patrol. The investigations division consists of six (6) detectives, combining for over 80 years of law enforcement. The VPD patrols within the boundaries of the City on a daily basis and responds to all alarm calls. In addition, the VPD provides other services such as detection and apprehension of offenders, traffic control, and preservation of civil order. The VPD does not distinguish between different areas of the City. The same services are provided throughout the City. Due to the location and character of the Annexation Area, the City does not anticipate needing to hire additional officers, but does anticipate a very small increase in fuel as a result of the annexation. The Police Department's budget within the City's General Fund will fund any additional costs.

Fire Protection

The Annexation Area is currently served by the Washington Township Volunteer Fire Department ("WTVFD"); however, the Valparaiso Fire Protection Territory is under agreement to respond to the area as it is a fully staffed department. The WTVFD currently serves each parcel located within Washington Township; approximately 29.5 square miles of homes and industries and more than 4,500 residents.

Upon Annexation, the parcels located within the Annexation Area will transition to be served solely by the Valparaiso Fire Protection Territory ("VFPT"). The VFPT currently serves each parcel located within the corporate City limits of Valparaiso and Center Township;

approximately 30 square miles of homes and industries and more than 80,000 residents. The VFPT provides fire protection, emergency medical response, hazardous materials response, technical rescue and fire prevention services to citizens within the City limits and Center Township.

Street Maintenance

There are no dedicated streets and county roads in the Annexation Area, which, if present, would have been maintained by Porter County. The parcels will access Eastport Center Drive, which is within the boundaries of the City of Valparaiso. All non-capital services of the Street Division of Valparaiso Public Works will be made available in the Annexation Area within one (1) year of the effective date of this annexation and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the City.

The Street Division of Valparaiso Public Works includes responsible for the maintenance of more than 165 miles of streets and 140 cul de sacs, including:

- Patching, resurfacing, and sealing roadways, public parking areas, and alleys.
- Plowing snow and providing salt for city streets, parking lots, and alleys.
- Maintaining necessary detours and road closures.
- Providing any necessary assistance to police, fire, and EMS during emergency calls.

The Street Division of Valparaiso Public Works is also responsible for issuing dumpster permits and providing street sweeping through the use of two (2) street sweepers. Currently, the City has approximately 165 miles of streets. The City does not anticipate additional operating costs for supplies, repairs and maintenance, snowplowing and salting as a result of the annexation. The Local Road and Street and Motor Vehicle Highway Funds will fund any additional costs if any were to arise.

Trash Collection and Recycling

Two regional waste haulers currently provide solid waste disposal to the Annexation Area. It is anticipated that Franciscan Alliance will pay a private waste hauler for waste disposal.

Storm Water and Drainage

Storm water and drainage facilities throughout the Annexation Area will be consistent with the City's current storm water and drainage system throughout the City. All non-capital services of Valparaiso City Services will be made available in the Annexation Area within one (1) year of the effective date of this annexation and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the City.

Parks

There are currently 17 parks within City limits. Amenities found in the parks include baseball diamonds, basketball courts, boats, disc golf courses, picnic areas, play fields, playgrounds, restrooms, skate parks, tennis courts, and pavilions. Rogers-Lakewood Park, one of Valparaiso's premier facilities, is a 122-acre park featuring various outdoor activities such as hayrides, discovery camps, boating, fishing, and hiking as well as six 6 shelters for rental.

The centerpiece of Downtown Valparaiso, Central Park Plaza, has the outdoor Porter Health Amphitheater for concerts and other special events as well as a splash pad. The William E. Urschel Pavilion, a 135' long by 85' wide open air pavilion, is used year-round, hosting a number of events in the summer and transforming into a refrigerated ice rink in the late fall that lasts through early spring. The Indiana Beverage Activity Building houses year-round restrooms, a rentable lobby area, conference room, and warming area with a view of the rink.

It is anticipated that no additional parks will be added as a result of the annexation, therefore there will be no additional costs to the City.

Street Lighting

Porter County does not provide streetlights in the Annexation Area. It is not anticipated that the City will provide streetlights to the Area.

Governmental Administrative Services

The City does not anticipate that the addition of the Annexation Area will result in a demand for Governmental Administrative Services that cannot be met by the existing staffing of the City's offices, agencies and departments. All non-capital services of the administration of the City will be made available in the Annexation Area on the date the annexation becomes effective and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the City.

The Governmental Administrative Services of the City included, but are not limited to, the services provided by the following:

- City Administrator
- Clerk-Treasurer's Office
- City Council
- Engineering Department
- Human Resources Department
- Planning Department
- Project and Facility Management Department
- Building Department
- Community Engagement Department
- Code Enforcement Division
- Economic Development

CAPITAL IMPROVEMENTS

Cost of Services

The Annexation Area was evaluated to determine the services and facilities required to provide the same type of services in the same manner as services that are currently provided within the existing City's corporate limits.

The City will provide the following capital services to the Annexation Area no later than three (3) years after the effective date of the annexation in the same manner as those capital services provided to areas within the City regardless of topography, patterns of land use, and population density and in a manner consistent with federal, state and local laws, procedures

and planning criteria. It is currently assumed that the annexation will be effective as soon as practically possible, but no later than December 31, 2023.

Water Service

The Annexation Area's water services are not currently served by the Valparaiso Water Department, but will serve the Annexation Area after annexation. Any extensions in service are anticipated to be provided within six (6) years of the date of Annexation and are to be borne by the property owners. It is anticipated that the City will incur nominal additional costs related to the provision of water service in the Annexation Area.

Wastewater Service

The Annexation Area's wastewater services are not currently served by the Valparaiso Wastewater Department, but will serve the Annexation Area after annexation. Any extensions in service are anticipated to be provided within six (6) years of Annexation and are to be borne by the property owners. It is anticipated that the City will incur nominal additional costs related to the provision of wastewater service in the Annexation Area.

Storm Water and Drainage

Storm water and drainage facilities throughout the Annexation Area will be consistent with the City's current storm water and drainage system throughout the City. The future development in the Annexation Area will follow the storm water plan approved by the City, and any associated storm water and drainage costs will be borne by the property owners. All capital storm water services of the City will be extended to the Annexation Area within six (6) years of the effective date of this annexation in the same manner as those services are provided to areas inside the corporate limits and in a manner consistent with federal, state and local laws, procedures and planning criteria. Any additional storm water costs will be funded by the monthly stormwater fee, which is currently \$400.00 in 2023 for Nonresidential Properties with areas greater than 160,000 square feet.

Street Construction

The Annexation Area will not include new roadway infrastructure, but will connect to Eastport Center Drive. All capital services of the Valparaiso Street Department, including evaluation and construction services, will be extended to the Annexation Area within three

(3) years of the effective date of this annexation in the same manner as those services are provided to areas inside the corporate limits and in a manner consistent with federal, state and local laws, procedures and planning criteria. New roadway infrastructure associated with future subdivisions within the Annexation Area are the responsibility of developers and property owners.

Sidewalks

In general, construction and reconstruction of sidewalks is not the responsibility of the City. Sidewalks are typically initially installed by developers as part of a subdivision. Currently, there is a mix of areas within the City with and without sidewalks. All capital services of the City will be extended to the Annexation Area within three (3) years of the effective date of this annexation in the same manner as those services are provided to areas inside the corporate limits and in a manner consistent with federal, state and local laws, procedures and planning criteria.

Street Lighting

Porter County does not provide streetlights in the Annexation Area. It is not anticipated that the City will provide streetlights to the Area.

FISCAL IMPACT

As a result of this annexation, the assessed value for the City will not increase for 2023, as the two parcels are owned by Franciscan Alliance, a non-profit organization and the parcels are tax exempt. As a result, there will not be any additional property tax revenues to the City.

It is assumed that the effective date of this annexation will be as soon as practically possible, but no later than December 31, 2023. The City will begin providing non-capital municipal services as the properties are developed and expect the provisions will begin within one (1) year after the effective date of the annexation, and it will begin providing capital municipal services within three (3) years after the effective date of the annexation.

It is anticipated that there will be minimal additional costs to the City as a result of the annexation. The additional costs are related to the Utilities. The causes of the anticipated increased costs are discussed on the prior pages, and a summary of the costs is demonstrated in APPENDIX A.

It is anticipated that the City will not realize any increase in its levy as a result of the annexation. It is also anticipated there will be no tax rate increase as a direct result of this annexation. If there is a shortfall in revenue from the annexation, the services described in this plan can be provided using funds on hand.

ASSUMED INDEBTEDNESS

As required by Indiana Code 36-4-3-10, the City will assume and pay any unpaid bonds or other obligations of Washington Township existing at the effective date of the annexation of the Annexation Area in the same ratio as the assessed valuation of the property in the Annexation Area bears to the assessed valuation of all property in Washington Township, as shown by the most recent assessment for taxation before the annexation, unless the assessed property within the City is already liable for the indebtedness.

There is no debt currently outstanding for Washington Township.

CITY OF VALPARAISO, INDIANA
Franciscan Alliance Annexation

ESTIMATED ASSESSED VALUE AND TAX RATE IMPACT
(Assumes first year of tax collections from Annexation Area is 2025 pay 2026)

| <u>Assessment Year</u> | <u>Estimated Net Assessed Value of Annex. Area (1)</u> | <u>Estimated Net Assessed Value of City (2)</u> | <u>Total Estimated Net Assessed Value of City (3)</u> | <u>Est. Property Tax Levy of City (4),(5)</u> | <u>Sub-total: Est. Property Tax Rate (6)</u> | <u>Estimated Net Assessed Value of Fire Territory (2)</u> | <u>Estimated Fire Territory Tax levy (4)</u> | <u>Sub-total: Est. Property Tax Rate (7)</u> | <u>Total Est. Property Tax Rate</u> |
|------------------------|--|---|---|---|--|---|--|--|-------------------------------------|
| 2022 Pay 2023 | \$ - | \$ 2,265,191,701 | \$ 2,265,191,701 | \$ 21,668,824 | 0.9566 | \$ 3,084,482,088 | \$ 8,573,379 | 0.2780 | 1.2346 |
| 2023 Pay 2024 | - | 2,333,147,452 | 2,333,147,452 | 22,318,889 | 0.9566 | 3,207,861,370 | 8,801,576 | 0.2780 | 1.2346 |
| 2024 Pay 2025 | - | 2,403,141,876 | 2,403,141,876 | 22,988,455 | 0.9566 | 3,336,175,823 | 9,036,618 | 0.2780 | 1.2346 |
| 2025 Pay 2026 | - | 2,475,236,132 | 2,475,236,132 | 23,678,109 | 0.9566 | 3,469,622,854 | 9,278,712 | 0.2780 | 1.2346 |
| 2026 Pay 2027 | - | 2,549,493,216 | 2,549,493,216 | 24,388,452 | 0.9566 | 3,608,407,767 | 9,528,069 | 0.2780 | 1.2346 |
| 2027 Pay 2028 | - | 2,625,978,012 | 2,625,978,012 | 25,120,106 | 0.9566 | 3,752,744,076 | 9,784,906 | 0.2780 | 1.2346 |
| 2028 Pay 2029 | - | 2,704,757,352 | 2,704,757,352 | 25,873,709 | 0.9566 | 3,902,853,837 | 10,049,448 | 0.2780 | 1.2346 |

- (1) It is expected that Franciscan Alliance will be exempt from paying property taxes in 2023 and forward.
- (2) Represents the assessed value for the City of Valparaiso and the Fire Protection Territory, and assumes a 3% overall assessed value growth per year.
- (3) Represents the net assessed value for the City, including the Annexation Area, with 3% growth, used to calculate the tax rate.
- (4) Represents the estimated property tax levy of the City and Fire Territory.
- (5) Assumes the City receives an automatic increase in its levy equal to its percentage increase in net assessed value, which would also include any increase as a result of the annexati
- (6) Based on the Estimated Property Tax Levy of the City divided by the Total Estimated Net Assessed Value of the City.
- (7) Based on the Estimated Fire Territory Tax Levy divided by the Estimated Net Assessed Value of the Fire Territory.

CITY OF VALPARAISO, INDIANA
Franciscan Alliance Annexation

PARCEL LIST

| <u>Parcel ID</u> | <u>Current Owner</u> | <u>2022 Pay 2023 Net Assessed Value</u> | <u>2023 Pay 2024 Net Assessed Value</u> |
|-------------------------------------|---------------------------|---|---|
| 64-10-20-352-001.000-020 | Franciscan Alliance, Inc. | \$ 49,400 | \$ 49,400 |
| 64-10-20-376-001.000-020 | Franciscan Alliance, Inc. | 230,300 | 230,300 |
| Less: Tax Exemption of both parcels | | <u>(279,700)</u> | <u>(279,700)</u> |
| | | <u>\$ -</u> | <u>\$ -</u> |

CITY OF VALPARAISO, INDIANA
Franciscan Alliance Annexation

ESTIMATED ANNUAL (RECURRING) AND NON-RECURRING (ONE-TIME) REVENUES: BY COLLECTION YEAR

| Construction Year | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | | | |
|--|--------|--------|-----------|-----------|-----------|-----------|---|------|---|
| Assessment Date (January 1, ____) | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | | | |
| Collection Year (Fiscal Year) | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | | | |
| Parcels First Assessed (Estimated): | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| 6-Year Development Period | | | | | | | | | |
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | | | |
| <u>Annual (Recurring) Revenues</u> | | | | | | | | | |
| Property Tax Revenue | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | |
| Water Revenue ⁽¹⁾ | - | - | - | 9,138 | 9,138 | 9,138 | | | |
| Sewer Revenue ⁽²⁾ | - | - | - | 10,182 | 10,182 | 10,182 | | | |
| Stormwater Revenue ⁽³⁾ | - | - | - | 4,800 | 4,800 | 4,800 | | | |
| Garbage Collection Fee Revenue | - | - | - | - | - | - | | | |
| Sub-Total Recurring (Annual) Revenue | \$ - | \$ - | \$ - | \$ 24,120 | \$ 24,120 | \$ 24,120 | | | |
| <u>Non-Recurring (One-Time) Revenues</u> | | | | | | | | | |
| Building and Inspection Permit Fees | \$ - | \$ - | \$ 33,500 | \$ - | \$ - | \$ - | | | |
| Sub-Total Non-Recurring (One-Time) Revenue | \$ - | \$ - | \$ 33,500 | \$ - | \$ - | \$ - | | | |
| TOTAL | \$ - | \$ - | \$ 33,500 | \$ 24,120 | \$ 24,120 | \$ 24,120 | | | |

⁽¹⁾ The Water rate listed is that of a 4" meter at 30,000 gallons consumption/month plus a 4" meter monthly service charge.

⁽²⁾ The Sewer rate listed is the flow rate of \$4.36/100 ft3 plus a 4" meter monthly charge.

⁽³⁾ The Stormwater rate listed is that of Nonresidential Property, area greater than 160,000 square feet, at \$400.00 per month.

CITY OF VALPARAISO, INDIANA
Franciscan Alliance Annexation

ESTIMATED NON-CAPITAL (RECURRING) AND CAPITAL (NON-RECURRING) COSTS: BY FISCAL YEAR

| Fiscal Year (January 1 to December 31): | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
|---|---------------|---------------|---------------|---------------|---------------|---------------|
| | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> | <u>Year 6</u> |
| <u>Non-Capital (Recurring) Costs</u> | | | | | | |
| Administrative Services | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Building and Planning Services | - | - | - | - | - | - |
| Garbage Collection Services | - | - | - | - | - | - |
| Police Protection ⁽¹⁾ | - | - | - | - | - | - |
| Fire Protection and Emergency Services ⁽¹⁾ | - | - | - | - | - | - |
| Street and Road Maintenance ⁽¹⁾ | - | - | - | - | - | - |
| Snowplowing and Salting ⁽¹⁾ | - | - | - | - | - | - |
| Street Lights | - | - | - | - | - | - |
| Water Service | - | - | - | 9,138 | 9,138 | 9,138 |
| Wastewater Service | - | - | - | 10,182 | 10,182 | 10,182 |
| Storm Water Drainage | - | - | - | 4,800 | 4,800 | 4,800 |
| Sub-Total: Non-Capital (Recurring) Costs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| <u>Capital (Non-Recurring) Costs</u> | | | | | | |
| Administrative Services | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Building and Planning Services | - | - | - | - | - | - |
| Garbage Collection Services | - | - | - | - | - | - |

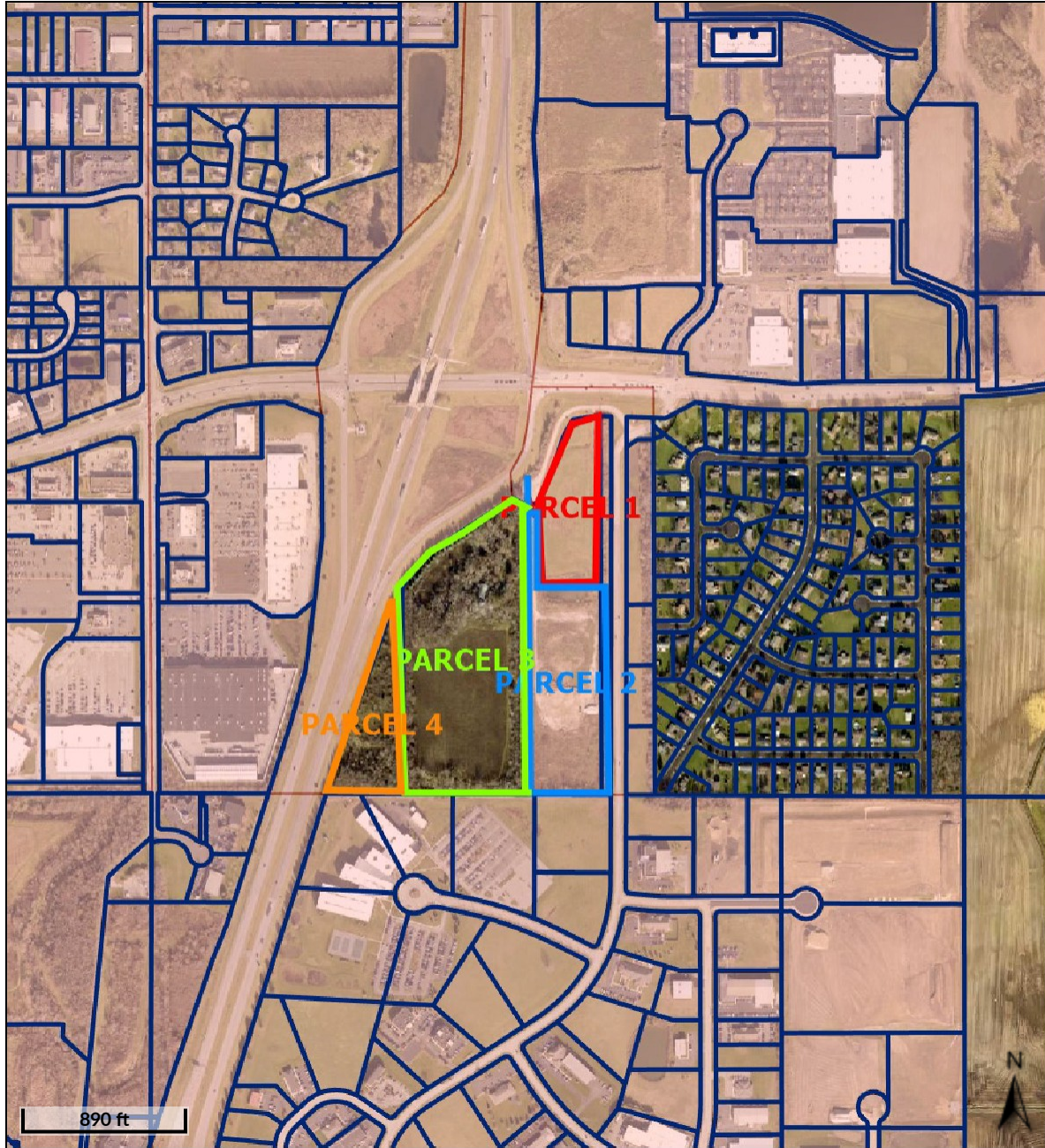
CITY OF VALPARAISO, INDIANA
Franciscan Alliance Annexation

ESTIMATED REVENUES AND COSTS: BY FISCAL YEAR

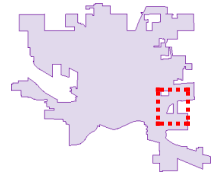
| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
|---|---------------|---------------|------------------|------------------|------------------|------------------|
| Construction Year: | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
| Assessment Date (January 1, ____): | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
| Collection Year (Fiscal Year): | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
| | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> | <u>Year 6</u> |
| <u>Revenues</u> | | | | | | |
| Annual (Recurring) | \$ - | \$ - | \$ - | \$ 24,120 | \$ 24,120 | \$ 24,120 |
| Non-Recurring (One-Time) | - | - | 33,500 | - | - | - |
| Subtotal | \$ - | \$ - | \$ 33,500 | \$ 24,120 | \$ 24,120 | \$ 24,120 |
| <u>Costs</u> | | | | | | |
| Non-Capital (Recurring) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital (Non-Recurring) | - | - | - | - | - | - |
| Subtotal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Net Impact (Revenues less Costs) | \$ - | \$ - | \$ 33,500 | \$ 24,120 | \$ 24,120 | \$ 24,120 |
| Revenue to Cost Ratio: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

EXHIBIT A




MAP OF PROPOSED ANNEXATION AREA



Overview



Legend

-  Parcels
-  Street Names
-  Annexations

Date created: 11/28/2022
Last Data Uploaded: 11/27/2022 1:07:10 PM

Developed by  **Schneider**
GEOSPATIAL

APPENDIX B

LEGAL DESCRIPTION OF PROPOSED ANNEXATION AREA

PARCEL 1:

64-10-20-352-001.000-020

PARC IN W1/2 SW LYING SE OF RD 49 20-35-5 5.2A DITCH DR409 P333

PARCEL 2:

64-10-20-376-001.000-020

W1/2 E1/2 SW S of RD 2 EX PARS SLD 20-35-5 20.956A DITCH

ORDINANCE NO.: 15-2023**AN ORDINANCE OF THE COMMON COUNCIL OF THE
CITY OF VALPARAISO, PORTER COUNTY, INDIANA,
ANNEXING CERTAIN REAL ESTATE TO THE CITY OF
VALPARAISO, INDIANA (THE “FRANCISCAN ALLIANCE
ANNEXATION”)**

WHEREAS, the City of Valparaiso, Porter County, Indiana (“City”), in accordance with Indiana Code 36-4-3-5.1, wishes to annex an area consisting of approximately 26.37 acres located outside of but contiguous to the City, more particularly described on Exhibit A attached hereto and incorporated herein (“Annexed Territory”); and

WHEREAS, in accordance with Indiana Code §36-4-3-5.1(e), on or about April 10, 2023, the Common Council held a duly noticed public hearing regarding the Annexed Territory; and

WHEREAS, the Common Council has determined, in accordance with Indiana Code §36- 4-3-5.1, the petition requesting a super voluntary annexation is signed by 100% of the owners of land within the Annexed Territory; and

WHEREAS, in accordance with Indiana Code §36-4-3-1.5, the Common Council has determined that the Annexed Territory is contiguous as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the existing boundaries of the City; and

WHEREAS, on or about April 10, 2023, and prior to holding the above-referenced public hearing, in accordance with Indiana Code §36-4-3-3.1 and §36-4-3-12, the Common Council adopted by resolution a written fiscal plan for the Annexed Territory; and

WHEREAS, on or about January 3, 2023, the City’s Plan Commission at a public meeting considered the initial zoning of the Annexed Territory; and

WHEREAS, on or about January 3, 2023, the City’s Plan Commission voted of 7-0 to favorably recommend the Annexation Territory be assigned the zoning district Business Park (BP); and

WHEREAS, the Common Council finds that the annexation and initial zoning of Business Park (BP) of the Annexed Territory pursuant to the terms and conditions of this Ordinance is in the best interest of all owners of land in the Annexed Territory, is fair and equitable, and should be accomplished; and

WHEREAS, the Common Council now desires to annex the Annexed Territory.

NOW, THEREFORE BE IT ORDAINED by the Common Council of the City of Valparaiso, Porter County, Indiana, as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are findings of fact by the Common Council and are incorporated into this Ordinance by reference.

Section 2. Contiguity. The petition requesting super voluntary annexation for the Annexed Territory is signed by 100% of the owners of land within the Annexed Territory and is contiguous to the City boundaries as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the existing boundaries of the City.

Section 3. Annexed Territory. The real estate containing approximately 26.37 acres more or less more particularly described in Exhibit A attached hereto and incorporated herein, is hereby annexed to and declared part of the City of Valparaiso, Porter County, Indiana.

Section 4. Councilmatic District. The Annexed Territory is hereby assigned City Council District No. 1 and shall become a part thereof immediately upon the effective date of this Ordinance.

Section 5. Zoning. Upon the effective date of this Ordinance, the Annexed Territory shall be classified for zoning purposes Business Park (BP) District.

Section 6. Effective Date. This Ordinance shall be in full force and effect upon its passage by the Common Council and as provided by Indiana law.

Section 7. Severability. The sections, subsections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining sections, subsections, paragraphs, sentences, clauses, and phrases of this Ordinance.

DULY PASSED AND ADOPTED this 24th day of April, 2023, by the Common Council of the City of Valparaiso, Porter County, Indiana, having been passed by a vote of _____ in favor and _____ opposed.

Matthew R. Murphy, Mayor

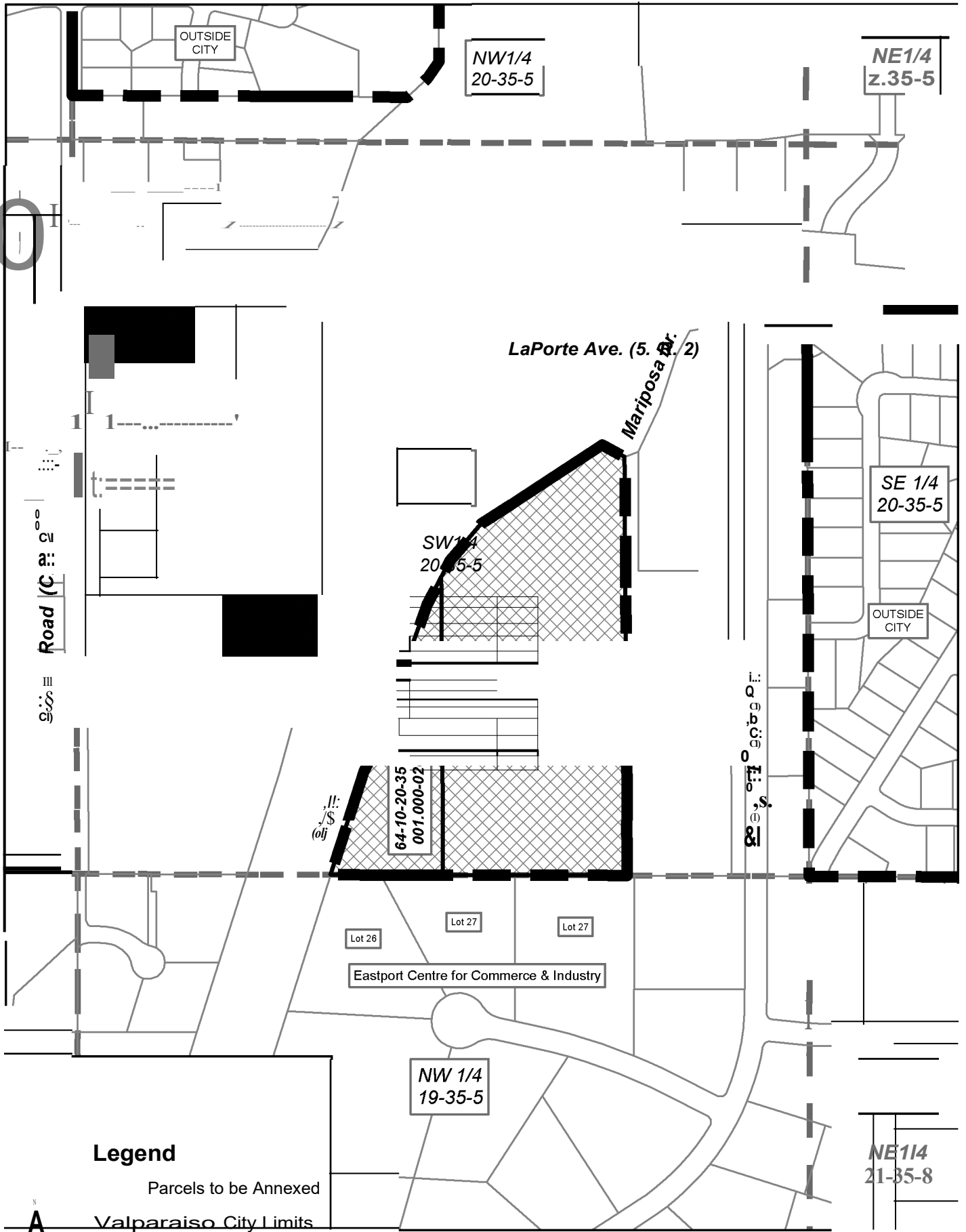
ATTEST:

Holly Taylor, Clerk-Treasurer

Presented by me to the Mayor of the City of Valparaiso, Indiana, this _____ day of _____, 2023 at the hour of _____ o'clock p.m.

Holly Taylor, Clerk-Treasurer

Exhibit A-1



Legend

Parcels to be Annexed

Valparaiso City Limits

Parcel Lines

L-, Quarter Section Lines

NOT TO SCALE

EXHIBIT A-2
LEGAL DESCRIPTION

AN IRREGULARLY SHAPED PARCEL OF LAND OF APPROXIMATELY 26 ACRES CONTAINING TWO PROPERTIES LOCATED EAST OF STATE ROAD 49, SOUTH OF LAPORTE AVENUE, WEST OF EASTPORT CENTRE DRIVE AND NORTH OF LOTS 26-28 IN THE EASTPORT CENTRE FOR COMMERCE & INDUSTRY SUBDIVISION; SAID PARCEL IS LOCATED WITHIN SW ¼ OF SECTION 20, IN TOWNSHIP 35 NORTH, RANGE 5 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, AND IS MORE PARTICULARLY DESCRIBED AS:

PORTER COUNTY PARCELS 64-10-20-376-001.000-020 & 64-10-20-352-001.000-020

SAID FRANCISCAN ALLIANCE, INC. DEED FOR PORTER COUNTY PARCEL 64-10-20-376-001.000-020 IS DESCRIBED HEREIN PURSUANT TO A WARRANTY DEED, RECORDED ON OCTOBER 30TH, 2020, AS DOCUMENT NUMBER 2020-029286 IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA,

SAID FRANCISCAN ALLIANCE, INC. DEEDS FOR PORTER COUNTY PARCEL 64-10-20-352-001.000-020 ARE DESCRIBED HEREIN PURSUANT TO THREE WARRANTY DEEDS, ALL RECORDED ON JUNE 16TH, 2022, AS DOCUMENT NUMBERS 2022-013341, 2022-013342, 2022-013343 IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA.

SAID ANNEXATION CONTAINS APPROXIMATELY 26.37 ACRES, MORE-OR-LESS.

**FUNDING AGREEMENT BETWEEN THE CITY OF VALPARAISO AND
PRISONER AND COMMUNITY TOGETHER, INC. TO EMPLOY A COMMUNITY
RECOVERY CARE COORDINATOR**

This Funding Agreement (“Agreement”) is entered into by the **City of Valparaiso** by and through its Board of Public Works and Safety (“City”), and **Prisoner and Community Together, Inc.** (“PACT”) by and through its Board of Directors.

WHEREAS, every community, including Valparaiso, has been impacted by the effects of the opioid epidemic.

WHEREAS, PACT has been a provider of social services in Porter County since 1977 and through its Porter County Alcohol and Drug Offender Services (“PCADOS”) and Porter County Adult Court, has been on the forefront of addressing the many challenges created by the opioid epidemic.

WHEREAS, the City received funds as part of the national settlement with certain opioid manufacturers and distributors (“Funds”). The total amount awarded to the City was **One Million, One Hundred and Forty-Five Thousand, Eight Hundred and Fifty-Three and 48/100 Dollars** (\$1,145,853.48) divided between unrestricted (\$343,756.08) and restricted (\$802,097.40) funds. The Funds are payable to the City in varying amounts over seventeen years (2022 – 2038).

WHEREAS, PACT and others have recommended to the City that the most immediate need in Valparaiso is to employ a Community Recovery Care Coordinator (“CRCC”) for Valparaiso.

WHEREAS, the City agrees and is willing to work with PACT to fund the position, consistent with this Agreement.

WHEREFORE, the parties agree as follows:

1. **Employment of CRCC.** Consistent with the job description and other material attached as **Exhibit A**, PACT will employ a CRCC to assist City residents. Any changes to the job description and other material attached as **Exhibit A** must be approved by the Parties. At no point will the CRCC be an employee of the City. In addition, although it is understood that some of the CRCC work will have an indirect benefit for non-City residents, the primary focus of the CRCC shall be to assist City residents.

2. **Use of Funds/Invoice.** Upon employing a CRCC, PACT shall provide written

notice to the City's Clerk-Treasurer. At that time, the City will transfer **Sixty Thousand dollars**

(\$60,000) representing the total amount to be paid by PACT to the CRCC for the remainder of calendar year 2023. Starting in January 2024 and at three month intervals, PACT will provide the City with an Invoice requesting Funds for the subsequent three months. The City will process Invoices from PACT within 30 days.

3. **Additional Funds.** It is acknowledged that the City submitted a grant application to offset the cost of the CRCC for a two year period. If successful, the parties will work together to maximize the use of the Funds. In addition, PACT will further pursue other grant opportunities to sustain and perpetuate the CRCC position.

4. **PACT's Obligations.**

a. PACT will not use any Funds in a manner inconsistent with this Agreement. If any inconsistencies are discovered by PACT, such shall be immediately disclosed to the City.

b. PACT affirms its status as a non-profit in good standing with the state of Indiana. In the event PACT ceases to maintain good standing or federal tax-exempt status for any reason, PACT shall immediately notify the City and the City, in its sole discretion, may require immediate repayment of Funds disbursed to PACT.

c. PACT agrees to provide the City with sufficient information to facilitate the City's reporting obligations.

d. Each Invoice from PACT shall include the following: (a) the amount of Funds requested, (b) sufficient detail describing how the Funds will be used by PACT, (c) supporting documentation evidencing the expenditure of Funds, and (d) an accounting of all Funds issued for the previous Invoice with supporting documentation. At any time, the City, may request PACT provide additional information and records related to PACT's use of Funds. PACT agrees to comply with such requests within **thirty (30) days** of receipt of such requests and to otherwise work collaboratively with the City to ensure the City's compliance with all applicable laws or regulations related to the Funds.

5. **Public Records.** PACT understands that the City is subject to certain public records requests and transparency requirements. As such, PACT permits the City to publish this Agreement in a public manner. Further, if any information in this Agreement or in any other materials that PACT provides to the City either voluntarily or pursuant to this Agreement is considered by PACT to be confidential or contain sensitive information, PACT shall notify the City pursuant to the notice provisions under this Agreement of the confidential or sensitive information being provided and shall designate such material or information as "CONFIDENTIAL/SENSITIVE INFORMATION" when providing such material or information to the City. The City and PACT agree to work together in good faith to evaluate any material or information designated as confidential or sensitive before publishing such material or information

in a public manner. However, PACT acknowledges that some material or information it designates as confidential or sensitive may be subject to applicable state or federal law, and to the extent necessary under law, PACT agrees to cooperate with the City in complying with applicable law when publishing certain records. The City shall have the final authority to decide whether to publish any materials or information publicly if the City believes such publication is necessary to comply with applicable state and federal law.

6. **Assignment.** This Agreement and the rights of the Parties may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.

7. **Non-appropriation.** The sole source of the Funds shall be from the City's portion of the national settlement with certain opioid manufacturers and distributors. The City shall not be obligated to fund the Agreement from any other source. If the City does not receive sufficient Funds to satisfy all or part of the City's obligations under this Agreement, the City's obligation to provide the Funds to PACT shall be suspended unless and until such Funds are received by the City. Also, PACT understands and agrees to the City's disbursement of the Funds to PACT, as set forth in this Agreement, is contingent on the City's appropriation and disbursement of those Funds. PACT understands and agrees that the sole and exclusive decision as to whether or not disburse Funds to PACT lies within the discretion of the Fiscal Body.

8. **Remedies.**

- a. The City reserves the right to demand immediate repayment from PACT of any Funds the City determines were used for a purpose that does not meet the criteria of this Agreement.
- b. If, following the disbursement of Funds to PACT, the City determines PACT submitted any false, inaccurate, or misleading information, the City may demand immediate repayment from PACT of all Funds.
- c. Any other breach of this Agreement by PACT, including the use of Funds for any purpose other than as allowed under this Agreement, may, at the sole discretion of the City, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Funds. PACT must return all Funds to the City within **thirty (30) calendar days** after the City issues a demand for immediate repayment pursuant to this paragraph.

9. **Indemnity.** PACT shall indemnify and hold harmless, to the extent permitted by law, the City, its past, present, and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Indemnitees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities, including costs, reasonable fees, and expense of defense, arising

from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by PACT of any representations or warranties made within the Agreement ("Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of PACT in its performance under this Agreement or its use of Funds.

10. **Damages.** PACT agrees to indemnify, reimburse, and make whole the City for any penalties associated with any attempt to recoup the expended Funds, including interest and/or any other penalty provided by law.

11. **Notice.** Any notice required or permitted in this Agreement shall be given by either: (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested to the address listed in this Section 10, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

If to the City:

Mayor Matt Murphy
166 Lincolnway
Valparaiso, IN 46383

With copy to:

Patrick Lyp
City Attorney
166 Lincolnway
Valparaiso, IN 46383

If to PACT:

Sharon Mortensen
2056 S State Road 2
Valparaiso, IN 46385

Either Party may also specify in writing such other address as that Party would like to receive notice pursuant to this Section. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

12. **Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Indiana. Any legal suit, action, or proceeding arising out of or based upon this Agreement shall be instituted in the **state courts of Indiana – Porter County** and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court

that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

13. **Severability.** In case any provision of this Agreement shall be declared and/or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the Parties, and, if such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

14. **Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures and e-signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

15. **Entire Agreement.** This Agreement represents the entire agreement between the Parties regarding this subject matter, and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

16. **Waiver.** The City and/or PACT's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17. **Term/Termination.** This Agreement shall be in full force and effect upon signature by both Parties. The initial term of this Agreement shall be through **December 31, 2025. At that point, the Agreement shall renew automatically for successive one year terms until such time that the Funds are exhausted. Either Party, upon 90 days' notice may terminate this Agreement.** However, PACT's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

18. **Authority.** The City and PACT each warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

[Signature Page to Follow]

INTRODUCED and ACKNOWLEDGED by the **Valparaiso City Council** this _____ day of _____, 2023.

Matt Murphy, Mayor

Attest: _____
Valparaiso, Clerk Treasurer

INTRODUCED and APPROVED by the **Valparaiso Board of Public Works and Safety** this _____ day of _____, 2023.

Matt Murphy, Mayor

Attest: _____
Valparaiso, Clerk Treasurer

INTRODUCED and APPROVED by the Board of Directors, PACT this _____ day of _____, 2023.

Jay Birky, President

Sharon Mortensen, PACT Chief Executive Officer

Tammy O'Neill, Director, PACT