

RESOLUTION NO. 12 - 2025

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF VALPARAISO,
INDIANA GRANTING NACHO BUSINESS LLC, AN ASSESSED VALUATION
DEDUCTION (TAX ABATEMENT) FOR TANGIBLE REAL PROPERTY UNDER
INDIANA CODE 6-1.1-12.1**

WHEREAS, Pursuant to Resolution No. 5-2010, as confirmed by Resolution No. 7-2010 and Resolution 20-2024, the Common Council of the City of Valparaiso, Indiana (the "City"), designated certain areas located within the City as economic revitalization areas (an "ERA");

WHEREAS, Resolution No. 5-2010 remains in full force and effect;

WHEREAS, NACHO BUSINESS LLC (the "Company") filed with the Common Council a Statement of Benefits Real Property Improvements ("FORM SB-1/Real Property") dated September 8, 2025 proposing real property improvements, more specifically the construction of a new 80,000 s.f. office and manufacturing facility to accommodate the expansion and relocation of Sensit Technologies ("Tenant"), at a cost of \$6,700,000 (the "Project") and estimated to be completed on or prior to **October 2026** and to be fully assessed on or prior to **January 1, 2027**;

WHEREAS, The Company submitted said **FORM SB-1/Real Property** (see Exhibit A) to the Common Council as the designating body prior to the completion of construction, renovation, redevelopment or installation of real property improvements related to the Project for which the Company desires to request an assessed valuation deduction;

WHEREAS, The Company's real property located in the City (parcel **64-10-29-221-001.000-029**) is within the boundaries of an ERA, and therefore the Common Council may make a determination pursuant to IC 6-1.1-12.1-3(b) based upon the evidence as to whether Company shall be allowed an assessed valuation deduction.

NOW, THEREFORE, BE IT RESOLVED that the actions of the Common Council of the City of Valparaiso, Indiana are based upon the evidence as presented by the **Company** and **Tenant** and upon review of the FORM SB-1/Real Property and upon the following findings and determinations pursuant to IC 6-1.1-12.1-3(b), such that:

- (1) The Project estimated value is reasonable for a project of its nature;
- (2) The estimated number of individuals who will be employed or whose employment will be retained can reasonably be expected to result from the construction, renovation, redevelopment or installation of real property improvements related to the Project;
- (3) The estimated annual salaries of those individuals who will be employed or whose employment will be retained can reasonably be expected to result from the construction, renovation, redevelopment or installation of real property improvements related to the Project; and

FILED
OCT 16 2025
KAREN M. MARTIN
AUDITOR PORTER COUNTY

- (4) The totality of the benefits is sufficient to justify an assessed valuation deduction on the Project.

BE IT FURTHER RESOLVED that the Common Council acknowledges that the Project is located within a designated allocation area of the Valparaiso Redevelopment District, more specifically the Consolidated Allocation Area.

BE IT FURTHER RESOLVED that the Common Council hereby grants an assessed valuation deduction (Tax Abatement) from tangible real property **limited** to a cost of **\$6,700,000** to be completed by **October 2026** for full assessment by **January 1, 2027** for an abatement period of **seven (7) years** to the Company, being **NACHO BUSINESS LLC**, in accordance with IC 6-1.1-12.1-3(c) and IC 6-1.1-12.1-17(b) as it relates to the Project.

BE IT FURTHER RESOLVED that assessed valuation deduction(s) (Tax Abatement) from tangible real property shall be applied only to the Company's qualified real property improvements to be located on parcel **64-10-29-221-001.000-029** in the City.

BE IT FURTHER RESOLVED that the Common Council hereby grants an assessed valuation deduction (Tax Abatement) of real property with an abatement schedule provided below pursuant IC 6-1.1-12.1-17(b) consistent with the above abatement period as it relates to the Project.

Approved Abatement Period Schedule:		
<i>Tangible real property improvements:</i>		
<i>a. To be constructed and placed into service by October 31, 2026;</i>		
<i>b. Construction as completed is limited to the following assessment date: January 1, 2027; and</i>		
<i>c. Real property construction during the period under section (a) above for the assessment dates identified under section (b) is limited to a cost of \$6,700,000.</i>		
Abatement Period	Deduction Percentage	Assessment Yr / Collection Yr
Year One (1)	100%	2027 / 2028
Year Two (2)	85%	2028 / 2029
Year Three (3)	71%	2029 / 2030
Year Four (4)	57%	2030 / 2031
Year Five (5)	43%	2031 / 2032
Year Six (6)	29%	2032 / 2033
Year Seven (7)	14%	2033 / 2034

BE IT FURTHER RESOLVED that having received the consent of the Company and in accordance with Indiana Code 6-1.1-12.1-14(b), as agreed upon in the Tax Abatement Agreement (see EXHIBIT B), and pursuant to Indiana Code 6-1.1-12.1-14 for each year the Company's real property tax liability is reduced by an assessed valuation deduction related specifically to the Project, the Company shall pay to the Porter County Treasurer a fee in the amount computed and determined by the Porter County Auditor pursuant to the provisions of subsection (c) of Indiana Code 6-1.1-12.1-14 (the "Imposed Fee") such that:

- (1) The Common Council hereby determines that fifteen percent (15%) shall be the percentage to be applied by the Porter County Auditor for purposes of STEP TWO of subsection (c) of Indiana Code 6-1.1-12.1-14;
- (2) Accordingly, for each year the Imposed Fee is payable by the Company, the Imposed Fee shall be equal to the lesser of One Hundred Thousand Dollars (\$100,000) or fifteen percent (15%) of the additional amount of real property taxes that would have been paid by the Company during that year if the deductions approved in this Resolution had not been in effect (i.e., 15% of the Company's real property tax savings attributable to a deduction from the assessed valuation from the Project; and
- (3) The Imposed Fee as collected shall be distributed to the City of Valparaiso Redevelopment Commission as a public entity established to promote economic development within the corporate limits of the City as determined by the Common Council as the designating body.

BE IT FURTHER RESOLVED that the final determination of the amount of assessed valuation deduction as applied to the Project for real property improvements shall be made by the appropriate Porter County or State of Indiana agency.

BE IT FURTHER RESOLVED that the Clerk-Treasurer of the City is hereby directed to file with the Office of the Porter County Auditor the following information as it applies to this Resolution and the approval of the Company's assessed valuation deduction in order to insure the application of an assessed valuation deduction as calculated by the Office of the Porter County Auditor, assuming an annual FORM C-1 is approved by the City Council and all required documents are filed in a timely manner:

1. The FORM SB-1/Real Property, as approved, properly completed and executed consistent with this Resolution and as signed and attested by the appropriate City officials;
2. A certified copy of this Resolution; and
3. A copy of the meeting minutes which approved this Resolution and the FORM SB-1/Real Property.

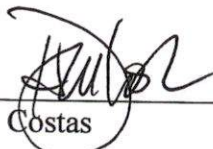
BE IT FURTHER RESOLVED that if any part, clause, or portion of this Resolution shall be adjudged invalid or unconstitutional, such invalidity or unconstitutionality shall not

affect the validity or constitutionality of this Resolution as a whole or any other part, clause, or portion of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and adoption by the City Common Council and upon the signature of the Mayor of the City as the executive of the City.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF VALPARAISO, INDIANA,

by a vote of 7 "Ayes" and 0 "Nays" of those Council members present on this day, **October 13, 2025**.



Jon Costas
Mayor

ATTEST:



Holly Taylor, Clerk-Treasurer


**STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS**

State Form 51767 (R6 / 5-25)

Prescribed by the Department of Local Government Finance

FILED

2027 PAY 2028

FORM SB-1 / Real Property

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-1.1.

This statement is being completed for real property that qualifies under the following Indiana Code (2025 one box):

- ☐ Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
☐ Residentially distressed area (IC 6-1.1-12.1-4.1)
☐ New agricultural improvement (IC 6-1.1-12.1-4)

INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area **BEFORE** to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the initiation of the redevelopment or rehabilitation of real property or a new agricultural improvement for which the person wishes to claim a deduction.
2. To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
3. A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
4. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed.

SECTION 1 TAXPAYER INFORMATION					
Name of Taxpayer Nacho Business LLC (Operating company is Sensit Technologies LLC)					
Address of Taxpayer (number and street, city, state, and ZIP code) 555 Eastport Centre Drive, Valparaiso, IN 46383					
Name of Contact Person Tony Peuquet			Telephone Number (219) 465-7555		Email Address tonyp@chesterinc.com
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT					
Name of Designating Body City of Valparaiso Common Council					Resolution Number
Location of Property 3805 Bowman Drive, Valparaiso, IN			County Porter	DLGF Taxing District Number 029	
Description of Real Property Improvements, Redevelopment, or Rehabilitation (use additional sheets, if necessary) Office and manufacturing facility compriced of 20,000 sq ft of office space and 60,000 sq ft of warehouse/manufacturing space.					Estimated Start Date (month, day, year) Nov. 2025 Estimated Completion Date (month, day, year) Oct. 2026
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES FROM PROPOSED PROJECT					
Current Number 112	Salaries 6,700,000	Number Retained 112	Salaries 6,700,000	Number Additional 12	Salaries 720,000
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT					
			REAL ESTATE IMPROVEMENTS		
			COST		
			ASSESSED VALUE		
Current Values					
(+*) Plus Estimated Values of Proposed Project			6,500,000		
(-) Less Values of Any Property Being Replaced					
Net Estimated Values Upon Completion of Project			6,500,000		
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER					
Estimated Solid Waste Converted (pounds)			Estimated Hazardous Waste Converted (pounds)		
Other Benefits:					
SECTION 6 TAXPAYER CERTIFICATION					
I hereby certify that the representations in this schedule are true.					
Signature of Authorized Representative Tony Peuquet				Date Signed (month, day, year) 09/05/25	
Printed Name of Authorized Representative Tony Peuquet				Title MEMBER	

EXHIBIT B

TAX ABATEMENT AGREEMENT

Real Property

THIS TAX ABATEMENT AGREEMENT ("Agreement") is made and entered into as of the 13th day of **October 2025** ("Effective Date"), by the **Common Council of the City of Valparaiso** ("City"); and **NACHO BUSINESS, LLC** ("Applicant") and **Sensit Technologies** ("Tenant").

WITNESSETH:

WHEREAS, Applicant is the owner of real property at **3805 Bowman Drive, Valparaiso, Indiana** and identified by the Porter County Assessor as parcel **64-10-29-221-001.000-029** ("Facility");

WHEREAS, Applicant has submitted a completed Statement of Benefits forms for its real property tax abatement ("SB-1/Real Property"). See Exhibit A; and,

WHEREAS, the City, after due and careful consideration, has concluded that the Project (as defined below) is consistent with the overall vision for commercial/industrial development and job creation and specifically finds that it is in the best interest of the City and its inhabitants to approve the requested tax abatement.

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. The Project

1.1 The Project. Applicant will construct an **80,000± s.f.** building at its Facility for commercial use, specifically office and manufacturing operations, to accommodate the relocation and expansion of Sensit Technologies ("Tenant") as part of the overall project ("Project"). The Applicant commits to investing at least **\$6,700,000** (excluding land acquisition costs) in real property improvements. Such Project investments shall be of a quality, size, character and appearance substantially similar to Applicant's representations to the City. See Exhibit C.

1.2 Project Assessment. Applicant represents and commits that the real property improvements, once completed, will have a minimum gross assessment of no less than **\$5,442,500** excluding the assessed valuation on the preexisting real property ("Minimum Assessed Value"). In addition, Applicant has committed to hiring **12** new employees with anticipated collective additional annual salary of **\$720,000**. Applicant agrees to meet the job hiring and salary commitments within **4 years** of the execution of this Agreement.

1.3 Development of Project. The Applicant commits to commence the Project upon execution of this Agreement and agrees to complete the Project before **October 31, 2026** for full assessment by **January 1, 2027** ("Completion Date"). The term "complete" shall mean completion of construction and issuance of either final or temporary Certificate of Occupancy from the City of Valparaiso.

ARTICLE II. Tax Abatement

2.1 Tax Abatement: Subject to full compliance with the procedures required by law and to ongoing compliance by the Applicant for maintaining a tax abatement, the City will offer tax abatement on the Project for a term of **7 years** commencing **tax year 2027/payable 2028** (having a schedule of **100%, 85%, 71%, 57%, 43%, 29%, and 14%**).

2.2 Annual Information. During the term of the tax abatement and for a period of two (2) years thereafter, the City or its authorized agent may annually request information from the Applicant and Tenant concerning the nature of the Project, the approved capital expenditures for the Project, the number of full-time permanent positions retained and newly created by the Project, and the average wage rates or salaries (excluding benefits & overtime) associated with the positions. The Applicant and Tenant shall provide the City with adequate written evidence thereof within **30 days** of such request ("Annual Survey"). The City shall utilize this information and the information required to be filed by the Applicant and Tenant in the CF-1 Compliance Form to verify that the Applicant and Tenant has made reasonable efforts to substantially comply with SB-1 pursuant to IC 6-1.1-12.1-5.9 and with all commitments during the duration of the tax abatement.

2.3. Termination and Repayment.

A. Right to Terminate. The City, by and through the Council reserves the right to terminate the tax abatement deductions if it determines that the Applicant and/or Tenant has not substantially complied with all the commitments including, but not limited to, the commitments of **Sections 1.1 to 1.3 and 2.4 to 2.7**.

B. Notice of Termination and Repayment. In the event that the City determines that the tax abatement deductions should be terminated or that any of the tax abatement savings should be repaid, it will give the Applicant notice of such determination, including a written statement calculating the amount due from the Applicant, and will provide the Applicant with an opportunity to meet with the City's designated representatives to show cause why the abatement should not be terminated and/or the tax benefits repaid. Such notice shall state the names of the person with whom the Applicant may meet and will provide that the Applicant shall have **thirty (30) days** from the date of such notice to arrange such meeting and to provide its evidence concerning why the abatement termination and/or tax benefits repayment should not occur. If, after giving such notice and receiving such evidence, if any, the City determines that the abatement termination and/or tax benefits repayment action is proper, the Applicant shall be provided with written notice and a hearing before the Council before any final action shall be taken terminating the abatement and/or requiring repayment of tax benefits. If the Council adopts a resolution terminating the tax abatement and/or requiring repayment of tax benefits, the Applicant shall be entitled to appeal that determination to a Porter County Superior or Circuit Court. Applicant acknowledges that certain representations and commitments under this Agreement are being made by the Tenant, and that Tenant's failure to meet such representations and commitments may form the basis to take action under this Section 2.3(B). Tenant agrees to fully cooperate in any matter initiated by the City under this Section 2.3(B).

C. Time of Repayment. In the event that the City requires repayment of the tax abatement benefits as provided hereunder, it shall provide Applicant with a written statement calculating the

amount due ("Statement"), and the Applicant shall make such repayment to the City within thirty (30) days of the date of delivery of the Statement, unless such repayment has been stayed pending an appeal. If the Applicant does not make timely repayment, the City shall be entitled to all reasonable costs and attorneys' fees incurred in the enforcement and collection of the tax abatement savings required to be repaid hereunder.

D. Special Provision as to Default under Section 1.2. If, after completion of the Project or at any time during the term of the tax abatement, the Assessed Value of the Project, as determined by the Porter County Assessor, is greater than **ten percent (10%) below** the Minimum Assessed Value,¹ Applicant shall have the right, but not the obligation, to enter into a Payment in-lieu-of-Taxes ("PILOT") agreement with the City for the purpose of insuring full tax payments, as represented to the City, are paid during the term of the tax abatement. Absent entry of a PILOT agreement within sixty (60) days after notice is provided to the Applicant, the City may proceed under the terms of Section 2.3.

2.4 Responsible Business Practices and Submission Requirements. Under Valparaiso City Ordinance 6, 2025, projects receiving economic development incentives valued at \$350,000 or more shall adhere to Valparaiso City Ordinance 6, 2025, unless specifically exempted. Valparaiso City Ordinance 6, 2025 is attached as **Exhibit D** and considered part of this Agreement. Applicant acknowledges having reviewed Valparaiso Ordinance 6, 2025 and agrees to abide by its terms. Applicant is encouraged to work with the City's Director of Development and Building Commissioner to ensure compliance.

2.5 Community Engagement. Applicant and Tenant acknowledge, as a business within Valparaiso, their obligation (and that of their employees) to fully engage with the community and support groups, organizations, initiatives and institutions that contribute towards the betterment of Valparaiso. Such engagement and support may include, but is not limited to, financial contributions, volunteering of time, and/or participating in social, cultural, civic and religious events within Valparaiso. As a part of its annual filing of its CF-1, Applicant and Tenant shall include an overview outlining what actions the Applicant and Tenant and its employees have taken to satisfy its obligation.

2.6 Tax Abatement Fee. As provided by Indiana Code § 6-1.1-12.1-14, the City is imposing a **fifteen percent (15%)** fee on the tax abatement. Applicant consents to such fee.

2.7 Assessment Appeal Waiver. From the date this Agreement is executed until **December 31, 2034**, Applicant or any subsequent individual/entity that has or will receive any benefits from the granting of this tax abatement by the City, shall not challenge and/or appeal (and irrevocably waives its right to challenge and/or appeal) any Notice of Assessment as provided under Indiana Code § 6-1.1-15-1.

¹ The minimum assessed valuation shall be adjusted annually to allow for depreciation.

Article III. Additional Provisions

3.1 **Indemnity: No Joint Venture or Partnership.** The Applicant covenants and agrees at its expenses to pay and to indemnify and save the City, and their officers and agents, including the Economic Development Director ("Indemnitees") harmless of, from and against, any and all claims, damages, demands, expense and liabilities relating to bodily injury or property damage resulting directly or indirectly from the Applicant's (and/or any affiliate's thereof) activities with respect to the Project unless such claims, damages, demands, expenses or liabilities arise by reason for the negligent act or omission for the City or other Indemnitees or arise from the City's breach of this Agreement. The parties further agree that this Agreement does not constitute a joint venture or partnership.

3.2 **Amendment.** This Agreement can only be amended by the mutual consent of the parties to this Agreement.

3.3 **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.

3.4 **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.

3.5 **Indiana Law/Venue/Attorneys' Fees.** This Agreement shall be construed in accordance with the laws of the State of Indiana. Any action to enforce any provision of this Agreement shall be filed in the state courts of Indiana, Porter County. The successful party in any action to enforce this Agreement shall be entitled to reimbursement of court costs and attorney fees.

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

Applicant:

Tony Peuquet
555 Eastport Centre Drive
Valparaiso, In 46383

Tenant:

Steve Fullenkamp
851 Transport Drive
Valparaiso, IN 46383

To City:

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

With a Copy to:

City Attorney
c/o Sam Camp
166 W. 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.

3.7 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.

3.8 Recordation of Agreement. At the request of any party hereto, the parties hereby agree to execute and deliver the original of this Agreement or a Memorandum thereof in property form for recording in the appropriate property or governmental records.

3.9 Consent or Approval. Except as otherwise provided herein, whenever consent or approval of any party is required, such consent or approval shall not be unreasonably withheld.

3.10 Assignment. The rights and obligations contained in this Agreement may not be assigned by the Applicant without the express prior written consent of the Commission; provided, however, that the Applicant may assign its rights and obligations hereunder to an affiliate of the Applicant upon notice and consent of the City, but any such assignment to an affiliate of the Applicant shall not have the effect of releasing the Applicant from its obligations hereunder.

3.11 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.

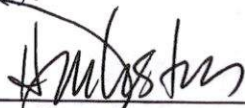
3.12 Authority. Each individual executing this Agreement represents that they possess the requisite authority to sign this Agreement.

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

Applicant:


~~Tony Penquet~~ Drew Penquet
Nacho Business LLC

City:


Jon Costas
Mayor, City of Valparaiso

Tenant:


Steve Fullenkamp
Sensit Technologies

City:

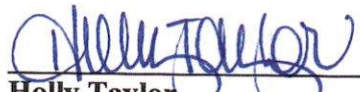

Holly Taylor
Clerk-Treasurer, City of Valparaiso

Exhibit C

SENSIT Technologies, LLC Nacho Business LLC

Application for Tax Abatement

SENSIT Technologies LLC (SENSIT) and Nacho Business LLC (Nacho) are entering into a business arrangement in which Nacho will construct and lease to SENSIT a purpose-built manufacturing facility at 3805 Bowman Drive in Eastport Centre. The proposed project will consist of 20,000 sq. ft. of office space and 60,000 sq. ft. of manufacturing/warehouse space.

Company History (SENSIT)

SENSIT is a leading supplier of gas detection and environmental monitoring equipment to the natural gas industry and first responders throughout the world. The company's products are critical to public safety and widely adopted by large utilities and local fire departments. In a market where reliability, calibration flexibility, and responsive service are essential, the company sets itself apart with a strong commitment to support and customer satisfaction. SENSIT has a long history of growth and follow through on our commitments for previous tax abatement projects.

Company History (NACHO)

Nacho Business is owned by the Peuquet family. The family has a long history in the area for business and development. Spanning over 3 generations the family has continued to be a good steward to the local community by bringing new businesses and employment to the area. The family is/has been involved in ownership of numerous business entities in Northwest Indiana with Valparaiso being its main headquarters. These include but not limited to:

- Chester Inc. – Architectural and General Contracting for commercial and industrial projects. Owner since 1979.
- Chester Inc. - Agriculture Services- grain/crop storage, irrigation pivots, and drying equipment. Owner since 1979.
- Chester Inc. – IT services. Sold stake in 2021.
- Inman's Recreation – bowling and recreation center. Owner since 1979.
- El Popular Food Manufacturing – chorizo sausage manufacturer. Sold stake in 2021.
- Eastport Centre Business Park - Partner in land development with Brown family from Michigan City. General contractor of over 80% of buildings in the park.
- Lot 1 – Airport Business Industrial Park. Shovel ready site. Owner.
- Nacho Holding Company – Development company with numerous long-term build-to-lease tenants throughout the United States.

Project 1

Founded in 1980, SENSIT operated in rural Union Township until 2003 at which time, through the help of a property tax abatement provided by the City of Valparaiso, the company was able to build a 16,500 sq. ft. facility in Eastporte Centre. At the time SENSIT employed 30 people with a payroll of \$1.3 million. That project had a projection to add 10 employees and payroll of \$400,000 over the next five years. Actual results were an increase to 45 employees and a payroll of \$2.1M by 2010 when it came time to expand the building.

Project 2

In 2010, having run out of manufacturing space in the original facility, again with the assistance of a property tax abatement provided by the City of Valparaiso, SENSIT expanded their facility through the addition of 11,000 sq. ft. of manufacturing/warehouse space. That project had a projection to add an additional 10 employees and \$400,000 of payroll. Actual results were an increase to 73 employees with a payroll of \$3.55M by 2016 when the company found itself in need of additional office space.

Project 3

In 2016, with the growth of customer support personnel, SENSIT was out of office space. Once again, through the assistance of a property tax abatement provided by the City of Valparaiso, SENSIT was able to add 2,800 sq. ft. of office space and 7,600 sq. ft. of parking space to support the growing employee count. This project had a commitment to add 10 employees and payroll of \$500,000. Actual results have been a growth to 122 employees with a payroll of \$6.7M.

Proposed Project

SENSIT's original facility through the three projects has 24,000 sq. ft. of manufacturing/warehouse space and 7,200 sq. ft. of office space. Additionally, in 2022, due to a lack of space, SENSIT leased an additional 32,000 sq. ft. of warehouse/manufacturing space in Valparaiso. Desiring to consolidate operations back into one building, SENSIT has explored opportunities throughout Northwest Indiana including Merrillville, Portage, Michigan City. The desire is to remain in Valparaiso as we have a long history of commitment to the City and the City has been good to us. The proposed building with 20,000 sq ft of office and 60,000 sq ft of manufacturing/warehouse space will provide adequate space to thrive and grow for the next 10+ years as we continue to expand our product line to meet the growing needs of our customers and employees.

With this project we expect to add a minimum of 12 employees and \$720,000 of additional payroll.

Ownership of Property

The building will be owned by Nacho and leased to SENSIT under a 10-year lease with a 10-year option. The sole tenant is SENSIT.

Cost and Tentative Timetable

Pending approval of the tax abatement, securing financing, and all other necessary planning and approvals, we would like to break ground in December 2025 with completion in October 2026. The projected cost of this project is \$6.5M.

Purpose of Requesting Tax Abatement

The commitment to build this size of building, more than doubling our office space and adding over 10,000 sq ft of manufacturing space and entering into a 10 year commitment for the facility is a significant investment for the Company. The Company will incur significant expenses to move from our existing facilities. The abatement will provide additional resources to allow those funds to be invested into additional people, equipment, and development of new products.

H&M



INTERVIEW COMPANY

DATE RECEIVED

Ochester Inc.
Architectural Services
1400 E. Superior • Suite 110 • Chicago
Illinois 60605
Tel: 312/321-1100

**A NEW BUILDING FOR
NACHO BUSINESS**

[illegible]

Exhibit D

Ordinance #6, 2025

Responsible Business Practices and Submission Requirements for Projects Receiving Economic Incentives from the City of Valparaiso

WHEREAS, for the same sound exercise of fiduciary duty the Common Council of Valparaiso, Indiana (the "Council") saw fit to pass Ordinance No. 06, 2016 establishing adherence to "Responsible Bidding Practices and Submission Requirements" for contractors submitting bids to perform construction work on public works projects, this Ordinance is to ensure Recipients approved by the City to receive taxpayer subsidized economic incentives on construction projects are responsible businesses.

WHEREAS, the Council is authorized to approve various economic incentives to support and encourage economic development in the City;

WHEREAS, development in the City remains robust and on a growth trajectory indicative of continued utilization of economic incentives; and

WHEREAS, the Council has determined that establishing criteria to enhance its ability to identify responsible businesses applying for economic incentives will promote the City's economic health and welfare, public safety, robust workforce development, jobs for local workers, and is in the public interest of local taxpayers.

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

SECTION 1. This Ordinance No. 6, 2025 entitled "Responsible Business Practices and Submission Requirements for Projects Receiving Economic Incentives," is enacted and shall read as follows:

I. Application and Process

- (a) This ordinance shall apply to all projects seeking City provided economic development incentives valued in the amount of \$350,000.00 or more ("Projects"), including but not limited to property tax abatement, tax increment financing, tax credit, tax deduction, tax exemption, a grant, loan, or loan guarantee (collectively "Economic Incentives").
- (b) Commencing with Projects described in subsection (a) above, the Council shall require, unless a Project is specifically exempted, the contractor and subcontractors performing construction and/or redevelopment for the Recipient of economic incentives described above to accept certain reasonable conditions for Responsible Bidding in the same way, as though they were bidding on a City project as specified in Municipal Code § 35.85.
- (c) In determining whether to exempt a Project from certain conditions outlined in Section II(a), the Council will consider in each case, among any other factors it deems relevant, whether these conditions would be helpful in assuring an adequate supply of skilled labor for the Project, whether requiring these conditions is necessary in view of a recipient's prior contracting history and history of cooperation with the City or labor organizations, as well as

whether requiring these conditions will have a positive or negative effect on the economic viability of the Project. The Council may exempt certain conditions required under Section (II)(a) in its sound discretion.

- (d) Unless exempted by the Council, all conditions shall be completed after final Council action on the Economic Incentives Agreement. The reasonable conditions required will be noted under item "G" ("Other limitations or conditions (specify)") of page two (2) of State Form SB-1 (Statement of Benefits Personal Property or Statement of Benefits Real Estate Improvements).
- (e) The process for managing, tracking, and verifying documents submitted under this Ordinance shall be established by the Council with the cooperation of the Mayor and Building Commissioner.
- (f) Definitions.

(1) "Contractor" shall be defined pursuant to Municipal Code § 150.01(D) and Indiana Code § 22-11-3.1-1.

II. Requirements

- (a) Prior to approving any Economic Incentives that qualify under Section I(a), the Council shall require certain reasonable conditions be accepted by the Recipient to help ensure workplace safety, the proper classification of workers and that price competitive local suppliers, contractors, and laborers are given an opportunity to participate in the proposed Project. The specific conditions will be inserted in the approved Economic Incentives Agreement. Absent an exemption granted pursuant to Section I, reasonable conditions shall include, but are not limited to the following items being submitted by the Recipient prior to the commencement of the Project:

(1) The names and addresses of all contractors and the subcontractors of contractors, including independent contractors, who will perform work on the Project;

(2) A copy of the Indiana Secretary of State's on-line records for the Project contractors and subcontractors dated within sixty (60) days of the submission of said document showing that the Project contractor/subcontractor is in existence, current with the Indiana Secretary of State's Business Entity Reports, and eligible for a certificate of good standing;

(3) A list identifying all former business names of all Project contractors and subcontractors;

(4) Evidence of a written plan for drug testing, that covers all employees of the Project contractors/subcontractors who will perform work that meets or exceeds the requirements set forth in IC 4-13-18-5 or IC 4-13-18-6;

(5) Proof of any professional or trade licensing required by law for any trade or specialty area in which the Project contractor or subcontractor will perform work; and disclosure of any

suspension or revocation within the previous five (5) years of any professional or trade license held by the Project contractors and subcontractors, or of any director, officer, or manager employed by the Project contractors and subcontractors;

(6) Any determinations by a governmental court or agency for violations of federal, state, or local laws including, but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), or federal Davis-Bacon and related Acts within the last five (5) years;

(7) A statement from each contractor and subcontractor that individuals who will perform work on the Project will be properly classified as either (i) an employee or (ii) an independent contractor, under all applicable state and federal laws and local ordinances;

(8) Evidence from each Project contractor and subcontractor of participation in apprenticeship training programs, approved by and registered with the United States Department of Labor Office of Apprenticeship or successor organization, applicable to the work to be performed on the Project; and evidence that all apprenticeship programs have graduated at least five (5) apprentices in each of the past five (5) years for each of the construction crafts the contractor or subcontractor will perform on the project. Evidence of graduation rates is not required for apprenticeable crafts dedicated exclusively to the transportation of material and equipment to and from the project worksite. Requests for exemption or waiver of this subsection (8) by Project contractors and subcontractors whose principal place of business is located in Lake, Porter, or LaPorte County and who are hired for the purpose of satisfying the requirement of subsection (10) below shall be considered favorably;

(9) A written statement of any federal, state, or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the last five (5) years by the Project contractors and subcontractors;

(10) A written statement confirming the Recipient reviewed the Indiana Department of Administration's directory of certified MBE, WBE and IVOSB businesses in Lake, Porter and LaPorte counties, and assessed the capabilities and availabilities of these qualified local subcontractors for their Project;

(11) Other reasonable conditions that further the interest of the Council in ensuring workplace safety, the proper classification of workers and that price competitive local suppliers, contractors and laborers are given an opportunity to participate in the Project.

(b) Recipient may request a waiver from one or more of the Section II(a) requirements via written request, submitted timely to the Council with a detailed explanation for the request and reference to the specific item(s). The Council recognizes some of the unique economic conditions that currently impact the construction of apartments and residential developments. Limited reasonable waivers may be granted to the conditions provided in Section II(a)(8) for the construction of these projects upon a showing of good cause. Further, should conditions materially change from when the Economic Incentives Agreement is approved until the start of construction on the Project, the Recipient may request a waiver from one or more of the conditions established under Section II(a) via written request, submitted timely to the Council with a detailed explanation for the request and reference to the specific condition(s).

- (c) Consistent with the building permit process, the Building Commissioner shall not issue a building permit for the Project until the Recipient submits all documentation requested in the applicable Economic Incentives Agreement.
- (d) Recipient shall notify the Council of any changes to the list of Project contractors/subcontractors within five (5) business days of such change and shall provide the Council with the necessary documentation required under the applicable Economic Incentives Agreement within ten (10) business days of such change.
- (e) Upon request from the Council, Recipient will provide the information required in Section II (a) for any subcontractor not otherwise covered by Section II(a) within ten (10) business days.
- (f) Upon request from the Council, Recipient shall secure payroll information from any Project contractor/subcontractor and provide the information to the Council within five (5) business days of being requested. Recipient may redact any confidential information prior to providing payroll information to the City Council. Nothing in this provision shall limit the obligations of any Project contractors/subcontractors under the City's Anti-Payroll Fraud ordinance as provided under Municipal Code § 150.06.

III. Public Records

Except as otherwise provided by Indiana law, the documentation submitted pursuant to this Ordinance, including payroll records, are considered public records subject to review pursuant to the Indiana Access to Public Records Act.

IV. Termination and Repayment

Consistent with any Economic Incentive Agreement, the Council may terminate such agreement and require repayment of all or a portion of the Economic Incentives should the Recipient fail to comply with the requirements stipulated in Section II.

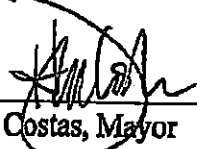
V. Severability

If any provision of this Ordinance is found to be invalid, the remaining provisions of this Ordinance shall not be affected by such a determination. These other provisions of this Ordinance shall remain in full force and effect with the invalid provision.

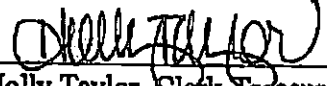
SECTION 2. It is hereby found and determined that all formal actions of this Council relating to the passage of this Ordinance were adopted in open meeting(s) of this Council and that all deliberations of this Council and its committees that resulted in such formal actions, were meetings open to the public, in compliance with all legal requirements and that the reading and adoption of this Ordinance complies with the City Code, as amended.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of adoption by the Common Council of the City of Valparaiso, Porter County, Indiana.

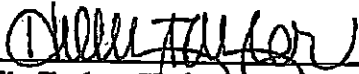
PASSED by the Common Council of the City of Valparaiso, Indiana by a 4-2 vote of all members present and voting on this 24th day of MARCH, 2025.


Jon Costas, Mayor

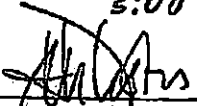
ATTEST:


Holly Taylor, Clerk-Treasurer

Presented by me to the Mayor of Valparaiso, Indiana, this 24th day of MARCH, 2025 at the hour of 7:19 o'clock P.M.


Holly Taylor, Clerk-Treasurer

This Ordinance was approved and signed by me this ~~24th~~ day of ~~MARCH~~, 2025 at the hour of ~~7:19~~ o'clock P.M. (10) 2nd APRIL
3:00


Jon Costas, Mayor