### Floyd County Redevelopment Commission Tuesday July 19, 2022 10:57 AM

### 1. Call to Order

### 2. Roll Call of Members

Present: President Bob Woosley, Rich Boling, John Schellenberger, Brad Striegel, Jeff McCaffrey, Director of Redevelopment Donald Lopp, and Attorney Justin Endres. Donna Corbett and Administrative Assistant Teresa Plaiss were absent.

### 3. Approval of Minutes and Claims

Mr. Schellenberger made a motion to approve the minutes of June 29, 2022 as presented, seconded by Mr. Striegel. Motion carried by a vote of 5-0. There were no claims for approval.

### 4. Public Comment

No public was present.

### 5. Project Agrico

### a. Response from purchase offer

Mr. Lopp presented the Board with Resolution 2022-02 Resolution to purchase property; This Resolution authorizes the Board to purchase a 21.6-acre portion of the Mitch property, which adjoins Novaparke, for more than the appraised value.

Mr. Striegel made a motion to approve Resolution 2022-02 as submitted, seconded by Mr. Boling. Motion carried by a vote of 5-0.

Mr. Striegel made a motion to allow Mr. Lopp and Mr. Endres to draft a Purchase Agreement to support Resolution 2022-02 as adopted for the 21.6-acres, including the legal description for the property, seconded by Mr. Schellenberger. Motion carried by a vote of 5-0.

### 6. Project Geras

### a. Letter of intent - School Building

Mr. Lopp gave the Board an update on the Edwardsville School Building and property. Mr. Lopp stated the developer has been given approval for the 120 mixed- use units by the Plan Commission. The report has come back on the building stating it is salvageable. Mr. Lopp has phone conversation with a contractor from Cincinnati, who specializes in structural restoration of such buildings and has stated he will come, at no cost, look at the building and provide an estimate for the restoration.

### 7. Broadband TIF revised schedule

Mr. Stated the Ready Group has determined the Broadband personal property should bring in around \$26,000.00.

Mr. Lopp provided the Board with a draft schedule for the Broadband TIF. Mr. Lopp stated the Redevelopment Commission – Declaratory Resolution is complete, Plan Commission Resolution will be ready for approval on August 8, Commissioners Resolution August 16 and the Redevelopment Commission – Confirmatory Resolution will be set at the September 20 meeting.

### 8. Charlestown Road TIF schedule.

Mr. Lopp stated the schedule for the Charlestown Road TIF is a follows; Redevelopment Commission – Declaratory Resolution September 20, Plan Commission Resolution October 12, Commissioners Resolution October 18, Redevelopment Commission – Confirmatory Resolution November 15. The Floyd County Plan Commission will also require meeting in front of the New Albany Plan Commission.

### 9. Novaparke

### a. READI Grant and Schedule

Discussion and schedule updates.

### b. Change Orders E and B #3

Mr. Striegel made a motion to approve Change Order #3 with E&B for \$3,491.69, seconded by Mr. Schellenberger. Motion carried by a vote of 5-0.

### c. Building One and Two Update

Mr. Lopp updated the Board on the progress on buildings one and two.

**10. Adjournment:** With there being no further discussions, Mr. Schellenberger made a motion to adjourn, seconded by Mr. Boling. Motion carried. Recorded time of adjournment was 10:21 A.M. Next regular meeting will be August 16, 2022 at 10:00 A.M unless otherwise notified

Bob Woosley, President	Rich Boling, Vice President	
John Schollenberger, Member	Brad Striegel, Member	
Jeff McCaffrey, Member		

Teresa Plaiss Clerk

### MINUTES OF AN EXECUTIVE SESSION OF THE FLOYD COUNTY REDEVELOPMENT COMMISSION HELD ON July 19, 2022

An Executive Session of the Floyd County Department of Redevelopment/ Redevelopment Commission was called to order on July 19, 2022 at 10:00 A.M. in the Commissioner's Meeting room Pine View Government Building by Bob Woosley who chaired the meeting.

### Commission members present:

Robert Woosley
John Schellenberger
Brad Striegel
Jeff McCaffrey
Rich Boling

President Robert Woosley announced that this executive session had been properly advertised on July 19, 2022, including the purpose of the meeting, pursuant to I.C. 5-14-1.5-6.1 is as follows;

Section of Statute Referenced

Purpose of meeting

IC 5-14-1.5-6.1 (2)(D)

Discussion of Strategy with respect to Potential Real Estate acquisition or Lease

Following discussion for only the subject matters for which the meeting was called, the July 19, 2022 executive session of the Floyd County Redevelopment Commission Adjourned at 10:56 A.M/P.M.

Robert Woosley, President,

Floyd County Redevelopment Commission

Minutes approved by the Floyd County Redevelopment Commission on 16<sup>th</sup> day of August, 2022

Attest:

Secretary, Floyd County Redevelopment Commission

### REGISTER OF CLAIMS FOR FOYD COUNTY REDEVELOPMENT COMMISSION

## June 1, 2022 thru July 31, 2022

AMOUNT DISCRIPTION	843.75 Attorney Fees 1,125.00 Attorney Fees	
	\$ \$	
FUND NO.	4933	
VENDOR	Young, Lind, Endres & Kraft, LLC Young, Lind, Endres & Kraft, LLC	
# MIV	:	
DATE EII ED	5/31/2022 6/30/2022	

**TOTAL CLAIMS** 

1,968.75

\$

Signature of President

### AGREEMENT FOR PURCHASE OF REAL ESTATE

Floyd County Department of Redevelopment (a/k/a Floyd County Redevelopment Commission), ("Purchaser") agrees to purchase from Historic Landmarks Foundation of Indiana Inc. (the "Seller"), and the Seller agrees to sell to Purchaser, approximately 21.6 acres of real estate located in Georgetown, Floyd County, Indiana, and including those improvements attached thereto, (all referred to as the "Real Estate") for the sum of \_\_\_\_\_\_and No/100 (\_\_\_\_\_) dollars (the "Purchase Price"), subject to the following written terms and conditions:

### 1. PAYMENT.

The Purchase Price shall be paid in good funds on or before the date of closing.

- 2. <u>CONDITIONS OF OFFER.</u> In addition to other provisions of this Contract, the Purchaser's obligations hereunder are subject to satisfaction of the following conditions:
- 2.1 That any improvements pursuant to the terms of this Contract are to be located entirely within the bounds of the Real Estate and that there are no encroachments thereon and no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.
- 2.2 That marketable title to the Real Estate is conveyed to Purchaser subject only to:
- 2.2.1 taxes and assessments which the Purchaser agrees to assume and pay.
- 2.2.2 covenants, conditions, restrictions and easements, if any, set forth and of record in the office of the Recorder of Floyd County, Indiana, which said restrictions, covenants, conditions and/or easements would not prohibit Purchaser from using the Real Estate for its intended purpose;
- 2.2.3 liens, if any, which Purchaser may agree to pay under the terms of this Agreement; and
- 2.2.4 zoning ordinances and other governmental restrictions affecting the use of property for its intended purpose provided that no violations exist.

- 2.4 That possession of the Real Estate is delivered to Purchaser at closing.
- 2.5 <u>Financing Contingency</u>: Purchaser's obligations under this contract are specifically contingent upon Purchaser obtaining a firm unconditional written commitment for a municipal bond, mortgage or other satisfactory financing from a bank or other institutional lender in an amount equaling the Purchase Price at a rate which is satisfactory to Purchaser. Purchaser shall have sixty (60) days from the date of this Agreement to obtain such written commitment. ("Financing Contingency Date"). If Purchaser has not obtained such commitment within the above time period, either party may cancel this contract upon written notice to the other party after the expiration of the financing contingency date and all deposit monies shall be returned to Buyer and neither party shall have any further liability to the other. The financing contingency date may be extended with the consent of Seller, which consent shall not be unreasonably withheld or delayed.
- 3. <u>TAXES AND ASSESSMENTS</u>: The parties agree the taxes shall be prorated to the date of closing and Purchaser shall assume all subsequent taxes as they become due and payable.
  - 4. PRORATIONS. Rents, if any, shall be prorated to the day of closing.
- 5. <u>DEFAULT.</u> If Seller is unable to convey marketable title as required by this contract and the defect or defects are not waived by Purchaser, Purchaser shall have no obligation to complete the purchase as set out herein. In the event of default by either party, or breach of any of the terms herein stated, the non-defaulting party will have the right to seek whatever remedies the law provides, including, but not limited to, reasonable attorney's fees.
- 6. <u>CLOSING.</u> This transaction shall be closed within 30 days of Purchaser's approval of satisfactory financing. Closing shall occur at Young, Lind, Endres & Kraft, 126 W. Spring Street, New Albany, IN 47150.
- 7. <u>TITLE EVIDENCE</u>. Seller shall have no obligation to provide any title evidence. Should the Purchaser desire any evidence of title, the same shall be the Purchaser's responsibility. Seller shall, at closing, deliver to Purchaser a Warranty Deed on the real estate, free and clear of all liens and/or encumbrances, and with no exceptions, except those which are permitted hereunder, or which may be of record. Purchaser shall have no obligation to complete the purchase of the real estate should Seller be unable to deliver good and merchantable title.
- 8. <u>THE REAL ESTATE.</u> The Real Estate being approximately 21.6 acres is more fully described as follows:

### [NEED LEGAL]

SE 1/4 34-2-5 45.29Ac & NE/4 3-3-5 81.05Ac #06000-04 (22-02-00-300-005.000-002) & SW 1/4 35-2-5 18.09Ac #05500-53 (22-02-00-500-046.000-002) & NW 1/4 2-3-5 13.296Ac #06100-01 (22-02-00-200-071.000-002)

S W 1/4 S W 1/4 35-2-5 1.50 A 22-02-03-500-291.000-002

N 1/2 S E 1/4; 34-2-5; 0.05 Ac. 22-02-03-400-042.000-002

- 9. <u>ENTIRE CONTRACT</u>. This contract states the entire agreement and Seller and Purchaser is not and shall not be bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this contract. Any prior agreement between the parties is void and no longer in effect.
- 10. <u>HEADINGS</u>. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.
- 11. <u>COUNTERPARTS</u>. This Agreement, and any modifications, may be executed in one or more counterparts, including by facsimile, all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.
- 12. <u>MODIFICATIONS</u>. The terms of this Agreement may not be amended, waived, or terminated orally, but only by an instrument in writing signed by both Purchaser and Seller.
- 13. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of Indiana.
- 14. <u>BROKERS.</u> Seller and Purchaser represent and warrant to each other that there are no commissions due in connection with this transaction or the Real Estate, and neither Purchaser, nor Seller, have employed or are obligated to any other real estate agent or broker in connection with this transaction or the Real Estate, and each shall indemnify the other from and against any and all claims and liability for any such commissions, which indemnities shall survive the closing.

15. <u>SUCCESSORS</u>. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors/heirs and assigns.

### THIS IS A LEGAL BINDING CONTRACT. IF NOT UNDERSTOOD SEEK COMPETENT ADVISE PRIOR TO SIGNING.

Dated this	day of			2022.
	"Purchaser"  County of Floyd Floyd County R	~	_	
	Ву:	· · · · · · · · · · · · · · · · · · ·	(Seal)	
	Printed Name/P	resident		
ATTESTED BY:		,B		
	(Seal)			
Printed Name/Secretary	7			
	ACCEPTANO	CE OF OFFE	<u>R</u>	
The undersigned	Seller hereby acce	epts such offer	r this da	ay of July, 2022.
"Seller"			v	
Historic Landmarks For	undation of Indian	a Inc.		
STATE OF INDIANA COUNTY OF	) )SS: _)			

appeared Historic Landmarks Foundation of Indiana Inc. and acknowledges the execution of the foregoing as the free and voluntary act and deed for the use and purposes mentioned herein.

WITNESS my hand and s	seal, t	this day of	, 2022.
My Commission Expires:		Notary Public	<i>a</i>
		Printed Name	
		Resident of	County, IN

### THIS INSTRUMENT PREPARED BY:

Justin E. Endres
YOUNG, LIND, ENDRES & KRAFT
126 W. Spring Street
New Albany, IN 47150
Ph: 812.945.2555

### **Draft Schedule**

### **Broadband TIF**

Redevelopment Commission – Declaratory	Completed
Resolution	
Plan Commission Resolution	August 8
Commissioners Resolution	August 16
Redevelopment Commission – Confirmatory	September 20
Resolution	

### Charlestown Road TIF

Redevelopment Commission – Declaratory	September 20
Resolution	
Plan Commission Resolution	October 12 **
Commissioners Resolution	October 18
Redevelopment Commission – Confirmatory	November 15
Resolution	

<sup>\*\* -</sup> Date is for Floyd County Plan Commission – will also require meeting in front of New Albany Plan Commission



### TIF ALLOCATION AREA REAL PROPERTY BASE NEUTRALIZATION WORKSHEET 2021 PAY 2022

State Form 56059 (R5 / 2-21)

PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE

NOTE: DO NOT INCLUDE PERSONAL PROPERTY VALUES.

County Jurisdiction	22-Floyd County Floyd County Government		_	
Allocation Code	T22010		_	
Allocation Area Name	Edwardsville-Highlander			
Form Prepared By:				
Name	Tina Wyrick		_	
Unit/Company	Floyd County Auditor's Office/Pro	perty Tax Manager	_	
Telephone Number	812-948-5465		_	
E-mail Address	twyrick@floydcounty.in.gov	·	_	*
1) 2020 Pay 2021 Base Ass	essed Value of Allocation Area		6,476,221	
	tal Assessed Value of Allocation Area		3,260,339	
profit and the comment of the commen	al) Assessed Value of Allocation Area (l	Line 1 + Line 2)		\$9,736,560
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	ssed Value of Allocation Area		9,736,560	
8	ssed Value Growth in Allocation Area D	ue	to allow the control of	
	or a Change in Tax Status	D.	616,800	
	ssed Value Decrease in Allocation Area	Due .	0	
to Demolition or a Cha	ssed Value Growth as a Result of		0	
Abatement Roll-Off in			0	
	ne Decrease Due to 2021 Pay 2022			
Appeals Settlements in	Allocation Area		0	
9) 2021 Pay 2022 Adjusted	Net Assessed Value of Allocation Area			
			1.	\$9,119,760
10) 2021 Pay 2022 Neutra	lization Factor (Line 9 / Line 3) (Rour	nd to Five Decimal Places)		0.93665
	ed Base Assessed Value of Allocation A ental Assessed Value of Allocation Are			\$6,065,952 \$3,670,608
	2 Tax Rate for the Allocation Area (Rou 2 Incremental Tax Revenue ((Line 12/10		1	1.6214 \$59,515
15) Actual 2020 Pay 2021 T	ax Rate for the Allocation Area			1.6214
2021 PAY 2022 BASE NE	UTRALIZATION FACTOR FOR AL	LOCATION AREA (LINE 10)	J	0.93665
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I, Jacqueline Wenning knowledge that the above baidentified above.	Auditor, of use assessed value calculation is full, true	Floyd and complete for the tax increment fina	County, certify to the nace allocation area	best of my
Dated (month, day, year)	7/26/2021			
				15217265
County Auditor (Signature)		County Auditor (	Printed)	
		OCAL GOVERNMENT FINANCE OF TIF BASE NEUTRALIZATION		
Allocation Area Name				
The base assessed value adju	ustment, as certified above, is approved l	by the Department of Local Government	Finance.	
		_		
Commissioner Department	of Local Government Finance	Date (month day we	pr)	



### United

## Change Order Details

Innovation Parkway Phase 2 & 3

Description

Prime Contractor

E&B Paving, Inc.

286 W. 300 N.

Anderson, IN 46012

Change Order

Pending

Status

Date Created

05/27/2022

Type

Design Error

Summary

CO #3 - Add sawcut item for SR-64 Widening shoulder full depth replacement.

Change Order Description

respectively. Due to lack of room on the South side, a smaller saw will have to be used which will require 2 days of work and a higher cost than the North side. Attached see E&B's pricing worksheet: 1) Total cost for South sawcut is \$1320 / day x 2 days = \$2640; 2) North sawcut cost is CO #3 adds a sawcut item for full depth cutting along the joint between the 4' shoulder and the driving lane for the SR-64 South and North widening. Sawcutting will be performed in two separate mobilizations for the South and North widenings totaling 1000 LF and 710 LF

\$825; 3) with bond and profit the grand total is \$3491.69. This yields a unit price of \$3491.69 / 1710 LF = \$2.04 / LF. When compared to the

INDOT Pay Item History database (attached), this unit price is found to be 12.7% higher than the weighted average price and lower than the highest unit price of \$3.04 / LF which is within acceptable limits.

\$6,439,800.00 Awarded Project Amount

\$6,588,013.36 Authorized Project Amount

\$3,491.69 Change Order Amount

\$6,591,505.05 Revised Project Amount

### New Items

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1 item					Total: \$3,491.69
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Change Order approved by:					
NACS CONT		6/1/22			
Thited Consulting		Date			
Cory Logsdon Digitally signed by		6/2/22			
E&B		Date			
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Floyd County		Date			

Innovation Parkway Phase 2 & 3



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Unit Tabs For Projects in All Districts : Pay Items added to contracts

Weighted Average	\$1.81	
Actual Amount	\$26,958.01	
Actual Quantity	14911.83	
No of Items	11	
No Units	1	

	24290 Lines	5					25	Orig	Original Data	Act	Actual Data									
tract Pre	Pre Des NO	NO Work Type	Item No	Item Desc	Item Supp	Unit	Unit Price	Original Quantity	Original Amount	Actual Quantity	Actual Amount	Case	Dist	County	Route R Type	Route No	Letting Date	Des Award	Cont Award	Pald Amount
995	B 1296815	815 Bridge Replacement, Concrete	805-96014	Saw Cut Full Depth		Ŀ	\$2.50	0	\$0.00	2263	\$5,657.50	New	u.	Dekalb	-	69	02/18/2015	\$1,407,716	\$3,098,384	\$3,217,174
293	IR 9706420	420 Interchange Modification	805-96014	805-96014 Saw Cut Full Depth		5	\$3.04	10	\$0.00	164	\$498.56	New	1	Lake	SR	2	01/11/2012	\$9,583,694	\$10,364,676	\$11,201,947
293	IR 9706420	420 Interchange Modification	805-96014	805-96014 Saw Cut Full Depth		5	\$2.74	0	\$0.00	920	\$1,781.00	New	7	Lake	SR	2	01/11/2012	\$9,583,694	\$10,364,676	\$11,201,947
541	IR 0500304	304 Added Travel Lanes	805-96014	Saw Cut Full Depth		占	\$1.86	0	\$0.00	1781.5	\$3,313.59	New	u	Allen	SR	14	10/11/2012	\$8,263,250	\$12,520,544	\$14,159,780
541	IR 1296167	167 New Bridge, Other	805-96014	805-96014 Saw Cut Full Depth	Depth 1/2" X Wld	15	\$1.31	1°	\$0.00	209	\$795.17	New	u	Allen	SR	14	10/11/2012	\$1,691,321	\$12,520,544	\$14,159,780
968	R 0800265	265 Pavement Replacement	805-96014	805-96014 Saw Cut Full Depth		15	\$62.18	°	\$0.00	28	\$1,741.04	New	ш	Mlami	SR	124	10/09/2013	\$1,598,415	\$1,598,415	\$1,600,064
898	R 1006481	481 Intersection Improvement, Roun 805-96014 Saw Cut Full Depth	805-96014		Additional Depth S	15	\$1.44	0	\$0.00	3058.33	\$4,404.00	New	s	Jefferson	Sn	421	05/07/2015	\$2,491,756	\$2,491,756	\$2,166,221
101	R 0400228	228 HMA Functional Overlay on PCC 805-96014 Saw Cut Full Depth	805-96014		Saw Cut For Placen	5	\$1.25	°	\$0.00	2000	\$2,500.00	New	7	St. Joseph	Sn	31	02/06/2013	\$6,658,364	\$7,546,747	\$8,373,087
291	B 0800876	876 Bridge Replacement, Concrete		805-96014 Saw Cut Full Depth	Saw Cut Through X	15	\$0.48	°	\$0.00	2230	\$1,070.40	New	υ	Vigo	Sn	40	05/08/2014	\$2,131,061	\$9,751,000	\$9,684,153
703	R 1173303	303 Road Rehabilitation (3R/4R Stan	1 805-96014	805-96014 Saw Cut Full Depth		15	\$3.00	0	\$0.00	539	\$1,617.00	New	9	Marion	ST	1031	11/13/2014	\$1,825,888	\$1,826,888	\$1,862,211
383	R 12977	1297746 Bike/Pedestrian Facilities	805-96014	805-96014 Saw Cut Full Depth	Saw Cut Along Trai	占	\$2.25	0	\$0.00	1591	\$3,579.75	New	٦	Carroll	ST	1001	02/12/2014	\$419,351	\$419,351	\$465,410
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# REGISTER OF CLAIMS FOR FOYD COUNTY REDEVELOPMENT COMMISSION

## August 31 thru September 30, 2022

AMOUNT DISCRIPTION	157.50 Attorney Fees	573.75 Attorney Fees
	\$	\$
FUND NO.	4933	4933
VENDOR	Young, Lind, Endres & Kraft, LLC	Young, Lind, Endres & Kraft, LLC
CLAIM #	Н	2
DATE FILED	8/31/2022	9/30/2022

731.25

\$

Signature of Pre

**TOTAL CLAIMS** 

Signature of President

Marley

### Floyd County Redevelopment Commission Meeting

Pine View

Room 104

Tuesday, October 18, 2022

10:00 AM

- 1. Call to Order
- 2. Roll Call
- 3. Approval of Minutes and Claims
- 4. Public Comment
- 5. Novaparke
  - a. Market Analysis Presentation Matt Hall
- 6. TIF Funding and Allocation Update
  - a. TIF Allocation 2020-2022
  - b. TIF Allocation 2023
- 7. Highlander Point Fire Station Project
- 8. Broadband TIF updated schedule
  - a. Public Hearing November Meeting
- 9. Project Geras
  - a. Letter of Intent School Building
- 10. Adjournment

Microsoft Teams

Meeting ID: 254 895 121 173

Passcode: gcDygk

Download Teams | Join on the web

Or call in (audio only)

<u>+1773-917-3399,,381936646#</u> United States, Chicago

Phone Conference ID: 381 936 646#

### Floyd County Redevelopment Commission Tuesday October 18, 2022 10:00 AM

### 1. Call to Order

2. Roll Call of Members

Present: President Bob Woosley, Rich Boling (Remote), John Schellenberger, Brad Striegel (Remote), Jeff McCaffrey, Director of Redevelopment Donald Lopp, and Attorney Justin Endres, and Administrative Assistant Teresa Plaiss.

3. Approval of Minutes and Claims

Mr. Schellenberger made a motion to approve the minutes of July 19, 2022 and Claims, as presented, seconded by Mr. McCaffrey. Motion carried by a vote of 5-0.

### 4. Public Comment

No public was present.

### 5. Novaoarke

a. Market Analysis – Presentation – Matt Hall

Matt Hall and Evan Shepard with the Wheatly Group presented the Board a marketing analysis for Novaparke. Mr. Hall stated the plan that has been established for the development is right on tract.

There was discussion to draft an agreement with Root to manage the office leases at the Whistle Stop.

Mr. Schellenberger made a motion that Mr. Lopp and Attorney Endres finalize an agreement for Root to manage the Whistle Stop leases, seconded by Mr. McCaffrey. Motion passed by a vote of 5-0.

### 6. TIF Funding and Allocation 2023

- a. TIF Allocation 2020-2022
- b. TIF Allocation 2023

Mr. Striegel made a motion to accept the recommendations of Tim Barry with Crowe for the clean-up of the shortages to the revenue for the 2020 the 2022 TIF revenues and for the corrections of the projected allocations for 2023, seconded by Mr. Schellenberger. Motion carried by a vote of 5-0.

7. Highlander Point - Fire Station Project

Mr Lopp stated he and members of the Board wet with the Lafayette Fire Protection District on revising the Redevelopment Plan to include a new fire station in the Highlander Point area.

### 8. Broadband TIF updated schedule

a. Public Harding November Meeting

Information only

### 9. Project Geras

a. Letter of Intent - School Building

Information only.

10. Adjournment: With there being no further discussions, Mr. Schellenberger made a motion to adjourn, seconded by Mr. McCaffrey. Motion carried. Recorded time of adjournment was 11:28 A.M. Next regular meeting will be November 15, 2022 at 10:00 A.M unless otherwise notified

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Rich Boling, Vice President

John Schellenberger, Member

Brad Striegel, Member

Jeff McCaffrey, Member

Teresa Plaiss, Clerk

### Floyd County Redevelopment Commission Meeting

### Pine View

### Room 104

### Tuesday, November 15 2022

### 10:00 AM

- 1. Call to Order
- 2. Roll Call
- 3. Approval of Minutes and Claims
- 4. Public Comment
- 5. Public Hearing Broadband TIF
  - a. Adoption of Resolution 2022-03 Confirmatory
- 6. Make My Move Program Ryan Pike
- 7. Project Geras
  - a. Letter of Intent Developer
- 8. Novaparke
  - a. Contract- Co-work Space Management The Root
  - b. Approval Marketing Schedule Novaparke
  - c. Change Order Novaparke
  - d. Updated Schedule Novaparke
- 9. Redevelopment Plan Workshop
  - a. Date and Time
- 10. Adjournment

### Join on your computer, mobile app or room device

### Click here to join the meeting

Meeting ID: 247 933 336 623

Passcode: zbyw9k

### Download Teams | Join on the web

### Or call in (audio only)

<u>+1 773-917-3399,,279393966#</u> United States, Chicago

Phone Conference ID: 279 393 966#

# REGISTER OF CLAIMS FOR FOYD COUNTY REDEVELOPMENT COMMISSION

# October 1, 2023 thru November 14, 2022

DISCRIPTION	1,125.00 Attorney Fees	Financial Consultant Fees	
AMOUNT	1,125.00	3,895.88 F	
	٠	₹.	
FUND NO.	4933	4933	
VENDOR	Young, Lind, Endres & Kraft, LLC	Reedy - TIF	
CLAIM#	Н	2	
DATE FILED	10/31/2022	10/31/2022	

TOTAL CLAIMS

5,020.88

S

Signature of President

### **RESOLUTION NO. 2022-04**

RESOLUTION OF THE FLOYD COUNTY REDEVELOPMENT COMMISSION CONFIRMING RESOLUTION ENLARGING THE CERTAIN REDEVELOPMENT AREA AND ALLOCATION AREA IN FLOYD COUNTY, INDIANA, AND AMENDING AN ECONOMIC DEVELOPMENT PLAN FOR SAID AREA

WHEREAS, the Floyd County Redevelopment Commission (the "Commission"), as the governing body for the Floyd County Redevelopment Department (the "Department"), pursuant to Indiana Code § 36-7-14, as amended (the "Act"), on May 17, 2022, adopted a resolution (the "Declaratory Resolution") designating an area known as the Broadband Economic Development Area (the "Economic Development Area"), as an economic development area pursuant to Section 41 of the Act and designated all of such area (the "Allocation Area"), as an allocation area pursuant to Section 39 of the Act; and

WHEREAS, the Declaratory Resolution also approved an economic development plan for the Economic Development Area (the "Plan"); and

WHEREAS, on November 15, 2022, following a public hearing, the Commission adopted its resolution No. 2022-01 confirming the Declaratory Resolution and confirming the original Plan; and

WHEREAS, the Commission submitted the Resolution, Amended Plan and supporting data to the Floyd County Area Plan Commission, and pursuant to Section 16 of the Act, the Floyd County Advisory Plan Commission, on August 8, 2022, adopted Resolution No. 2020-01 (the "Plan Commission Order") determining that the Resolution and the Plan conform to the plan of development for the County and approving the Resolution and the Plan; and

WHEREAS, pursuant to Sections 16 and 41 of the Act, the Board of Commissioners of Floyd County, Indiana, on September 6, 2022, adopted Resolution No. FCR-2020-15 which approved the Declaratory Resolution, the Amended Plan and the Plan Commission Order; and

WHEREAS, the Commission has received the written orders of approval as required by Section 17 (a) of the Act; and

WHEREAS, pursuant to Sections 17(a) and 17(b) of the Act, and Indiana Code § 5-3-1, the Commission caused to be published and filed a Notice of Public Hearing with respect to the Declaratory Resolution; and

WHEREAS, pursuant to Section 17(c) of the Act, the Commission also filed with each taxing unit located wholly or partially within the Allocation Area and the Expanded Area a copy of the Notice of Public Hearing and a statement disclosing the tax impact of the area; and

WHEREAS, at the hearing (the "Public Hearing") held by the Commission on November 15, 2022 the Commission heard all persons interested in the proceedings and considered any written

remonstrance's that were filed and all evidence presented; and

WHEREAS, the Commission now desires to take final action determining the public utility and benefit of the proposed development projects for the Economic Development Area and modifying and confirming the Declaratory Resolution, in accordance with Section 17 of the Act.

NOW, THEREFORE, BE IT RESOLVED by the FLOYD COUNTY REDEVELOPMENT COMMISSION, as the governing body of the Floyd County Redevelopment Department, as follows:

- 1. The Commission hereby confirms the description of the Economic Development Area described in this Amendatory Resolution.
- 2. Pursuant to Section 39(b), as amended, the allocation provision set forth in the Declaratory Resolution shall apply to all of the Economic Development Area, and the allocation area shall expire on the date which is twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues derived from the allocation area.
- 3. After considering the evidence presented at the Public Hearing, the Commission hereby confirms the findings, determinations, designations and approving and adopting actions contained in the Declaratory Resolution.
- 4. After considering the evidence presented at the Public Hearing, the Commission hereby finds and determines that it will be of public utility and benefit to proceed with the proposed projects set forth in the Amended Plan, and the Amended Plan is hereby approved in all respects.
- 5. After considering the evidence presented at the Public Hearing, the Commission hereby finds that the adoption of the allocation provisions under Section (39) will result in the generation of new property taxes which would not have been generated except for the adoption of the allocation area and use of tax increment revenues to support the development.
- 6. The Amendatory Resolution is hereby confirmed in all respects.
- 7. This Resolution constitutes final action, pursuant to Section 17(d) of the Act, by the Commission determining the public utility and benefit of the proposed projects, and confirming the Declaratory Resolution pertaining to the Economic Development Area. The Secretary of the Commission is directed to record the final action taken by the Commission pursuant to the requirements of Sections 17(d) of the Act.
- 8. This resolution shall take effect immediately upon its adoption by the Commission.

Adopted this 15th day of November 2022,

### FLOYD COUNTY REDEVELOPMENT COMMISSION

President
Brad Striegel Member
Member Member
A Shelip
Member





### The City of Noblesville, Indiana Case Study

Objective: Bring 15 remote workers to Noblesville, Indiana by March 2023.

Outcome: All 15 spots were filled by September 2022.

The new annual economic output generated by the 15 households in Year 1 is \$1.23M.

There are 8.2 new local jobs created as a result.

Marketing Fu	nnel
Unique Page Views	14,832
Applications	604
Introductions	81
Offers Made	16
Committed Movers	15
Already Moved	3

10 out of the 15 households have no prior connection to Noblesville, Indiana.

Out of the 3 households that have already moved, 2 have bought homes.

Average Household Income is \$121.7K

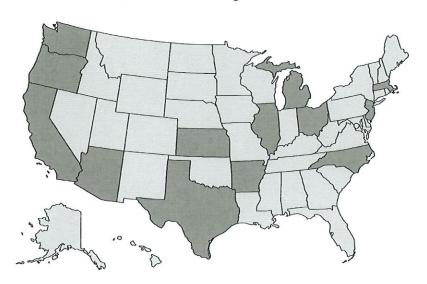
Average Household Size is 2.7

The remote workers have job titles like Software Engineer, Director of Global Operations, Senior Financial Specialist, Systems Engineer, etc.

The incentive package included:

- \$5,000 Relocation Grant
- Co-Hatch Unlimited Membership
- Noblesville Chamber 1 Year Membership
- Ruoff Music Center VIP Concert Experience
- Coffee with the Mayor
- Dine Around Town Package and more.

Below is where the remote workers are relocating from:





35.35

\$ 10,000°



### **Aggregated Program Data**

### **Current Mover Data**

- Total Program Dollars Invested YTD: \$1,909,600\*
- Total Households Moved & Households Committed to Moving YTD: 124
- Total People Moved & Committed to Moving YTD: 306
- Current Investment per Household: \$15,400

The new annual economic output generated by the 124 households in Year 1 is \$10.2 Million.

Local new jobs created as a result are 66.15.

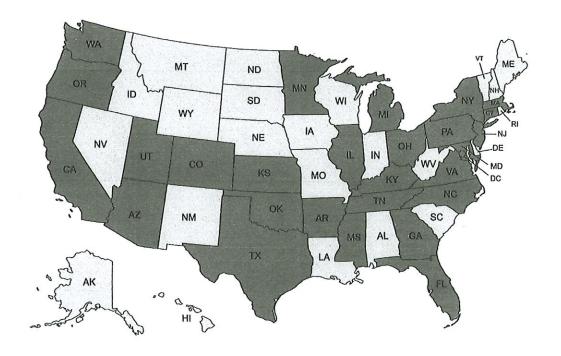
### **Projected Mover Data**

- Total Projected Program Dollars Invested: \$3,731,700
- Total Projected Households Moved: 329
- Total Projected People Moved: 780
- Projected Investment per Household: \$11,343\*

### **Geographic Location**

- Movers came to Indiana from 28 different states\*, including DC, and 4 countries.
- The states that the most movers came from were Texas, California, Ohio, Illinois, and Florida.
- The countries are Scotland, Ecuador, Costa Rica, and Colombia.

<sup>\*</sup>The states in green are those that movers relocated from.



Average Household Income Across All Movers: \$110.8K

Average Household Size Across All Movers: 2.37

<sup>\*</sup>Includes investment from the communities and IEDC.

<sup>\*</sup>Projected Investment per Household is the anticipated cost per acquisition of a household based on the contract value.





### **Per Community Program Data**

Community	Start Date	Movers this Month	Move Commitments YTD	Total All Time Moves	Mover Goal	Program Dollars Invested	Current Investment per HH
West Lafayette Phase 2	12/2021	0	6	38	105	\$500,000	\$13,158
Muncie Phase 2	12/2021	0	10	17	45	\$250,000	\$14,706
Radius Phase 2	2/2022	1	6	28	45	\$220,000	\$7,857
Noblesville	3/2022	0	12	3	15	\$150,000	\$50,000
Richmond	3/2022	0	0	0	20	\$120,000	-
Terre Haute	6/2022	0	0	0	12	\$75,000	-
Marion	6/2022	0	0	0	10	\$75,000	-
Henry County	6/2022	0	0	0	20	\$110,000	-
Greensburg	8/2022	0	0	4	15	\$178,600	\$21,875
Crawfordsville	8/2022	0	0	0	15	\$82,500	
Wabash County	9/2022	0	0	0	20	\$110,000	-
White County	9/2022	0	0	0	7	\$38,500	-

### **Contracts in Progress**

- Jay County will leverage IEDC and LEI funds
- New Haven will leverage IEDC and LEI funds
- Warsaw/Kosciusko County will leverage IEDC and LEI funds

### **Projects in Pipeline**

South Bend/Elkhart Logansport Dearborn County/Lawrenceburg Angola/Steuben County	Elwood Huntington Blackford County Columbus	Pike County/Petersburg Tipton Rensselaer Clarksville
Dearborn County/Lawrenceburg	Blackford County	Rensselaer
Angola/Steuben County	Columbus	Clarksville
Perry County	Greencastle	Columbia City
Delphi	Union City	Evansville
Valparaiso	Floyd County	Michigan City
		,



### The City of Greensburg, Indiana Case Study

Greensburg is a rural town in Southern Indiana that posted a population of just over 12K in the 2020 census. The city's 7% growth over 2010 was a comparative standout in the state, but Mayor Marsh had higher ambitions for his hometown. In the summer of 2021, MakeMyMove kicked off a partnership with the Mayor and city leadership to recruit 5 remote workers to the community.

The pilot proved successful and the community doubled down on their original goal and set out to recruit 10 additional households starting in August 2022.

### "45 minutes from anywhere"

That's the leading benefit that organizers provided when we asked them why remote workers might want to move to their town. We encouraged them to dig a little deeper, and they came back with a pitch that perfectly captured what makes Greensburg so special: a service oriented community working together to grow the town they're so proud to call home.

New Pitch: Move to Greensburg, Hoosier hospitality defined

- \$5K cash, free co-working space
- Gift cards to local farmers' market
- Home-cooked meals in neighbors homes
- A "Seat at the Table" reserved seats at annual non-profit events
- Tickets to Tree House Players performances
- Grandparents on Demand

The creativity of "Grandparents on Demand" earned Greensburg over 400 national, regional, and local press hits in 3 weeks and over 2,000 applications for 5 spots.

The new annual economic output generated by the 4 households in Year 1 is \$155.2K.

There are 1.2 new local jobs created as a result.

Marketing Fu	nnel
Unique Page Views	40,101
Applications	2,479
Introductions	39
Offers Made	7
Committed Movers	5
Already Moved	4

Average Household Income is \$91.9K

Average Household Size is 2.8

The remote workers have job titles like Process Engineer at Amazon, Quality Engineer, Cloud Engineer, etc.

November 11, 2022

Mr. Don Lopp Director of Operations, Floyd County Pine View Government Center 2524 Corydon Pike, New Albany, Indiana 47150

RE: Letter of Intent – Edwardsville Gateway Village Mixed-Use Development – Floyd County, Indiana

Dear Director Lopp,

The purpose of this Letter of Intent ("LOI") is to outline The Sprigler Company's proposed mixed-use development on the former Edwardsville school property and adjacent lands. Our proposal, in partnership with the County's vision for the former school building, will supply the residents of Floyd County with a mix of senior and luxury apartment living, neighborhood commercial retail businesses, and civic space at a key gateway from I-64. Our proposed development includes a mix of market-rate apartments for seniors, local employees, individuals, and families anchored around the County's planned Edwardsville Community Center. A future phase of neighborhood commercial retail businesses will front the new signalized traffic intersection at Corydon Pike and SR 62. Our proposed development combines town-center development principals and garden-style apartments to establish a built-environment that satisfies the public's demand and existing market conditions. We look forward to formalizing a public private partnership and officially kicking off the development process once you, the Floyd County Commissioners, and the Floyd Redevelopment Commission have accepted this proposal.

This LOI summarizes the offer terms under which The Sprigler Company ("Sprigler") will pursue discussions with the Floyd County Commissioners ("County") and the Floyd County Redevelopment Commission ("Commission") to execute a formal development agreement to develop our proposed Edwardsville Gateway Village project.

Property:

The real estate ("Premises") is comprised of approximately nine and five-one-hundredths (9.05) acres of land known as the Former Edwardsville School property, adjacent Deher property, and neighboring residential parcels. The site fronts Old Georgetown Road with partial visibility from Indiana State Route 62, all of which is depicted on Exhibit A, labeled "Area Map".

**Proposed Development:** 

Sprigler proposes to develop the Edwardsville Gateway Village – a mixed-use community with 120 multifamily housing units, neighborhood commercial businesses and a civic center in two phases; through a public private partnership with Floyd County ("Project"). Phase One

includes the construction of one hundred and twenty (120) multifamily housing units, located within five buildings, surrounding the future Edwardsville Community Center building. Twenty-four (24) of the one-hundred-and-twenty (120) multifamily housing units will be reserved for seniors over the age of 55 years. The senior housing building will include additional amenity space for its residents. Twentyfour (24) of the one-hundred-and-twenty (120) multifamily housing units will be allocated for local employee tenants working in the law enforcement, first responder, education, and governmental service industries. The remaining seventy-two (72) multifamily housing units will be marketrate apartments available to individuals and families. The Phase One preliminary total investment is expected to exceed \$20,900,000. The Phase One multifamily structures will include a mix of one- and two-bedroom apartment units. Phase Two of the mixed-use community develops approximately 1.65 acres for neighborhood commercial and retail tenant services. A preliminary site plan for the Edwardsville Gateway Village community can be found on Exhibit B, labeled "Preliminary Site Plan". Sprigler is not committing to the development of Phase Two with this LOI. Phase Two will be developed at a future time.

Sprigler will enter into a formal Project Agreement with County and Commission to provide the following:

**Public Improvements:** 

The County and Commission will design and complete the installation of a traffic signal and intersection improvements at Corydon Pike and SR 62, to serve the Project, with County and/or Commission funds.

The County and Commission will design and complete the County requested stormwater drainage improvements throughout the Old Georgetown Road and Carolyn Avenue neighborhood, including but not limited to installation of a regional underground stormwater detention system, to serve Phase One and Phase Two of the Project, with County and/or Commission funds.

The County and Commission will design and complete construction of the Future Road, extending from Carolyn Avenue to Phase One of the Project, with County and/or Commission funds. Sprigler is responsible for acquiring the real estate and donating the necessary Future Road right-of-way to the County.

The County and Commission will design and complete installation of the site improvements within the Edwardsville School Donation Area with County and/or Commission funds.

The County and Commission will construct up to \$300,000 in additional site improvements, including the parking areas, sidewalks, driveways, and other site improvements within the Sprigler portion of the Phase One area.

The County and Commission will make all necessary roadway improvements to Carolyn Avenue and Old Georgetown Road, satisfactory to the County's standards, at their sole discretion, with County and/or Commission funds. These improvements are being included in the LOI at the request of the County and Commission.

The County and Commission will complete installation of the planned State Route 62 landscaping improvements with County and/or Commission funds. These improvements are included in the LOI at the request of the County and Commission.

**Property Donation:** 

The County and Commission will agree to accept Sprigler's donation of the former Edwardsville School building, and the entrance road right-of-way, known as the Donation Area, from Sprigler. The proposed Donation Area is generally defined on Exhibit C, "Partnership Improvement Exhibit".

Sprigler agrees to make the former Edwardsville School Building weather tight and cleaned, including masonry and roof repairs, windows boarded, cleaned of debris, and installation of a 200-AMP temporary electric service, before transferring ownership of the donation area. The County will work with Sprigler to take all necessary steps to replat the Premises to facilitate development of the Project and donation of real property and right-of-way to the County and/or Commission.

**Cross Access and Parking:** 

The County and Commission will execute any necessary reciprocal cross access and parking agreements between the Sprigler parcels and donation areas.

Landscaping Maintenance:

The County and Commission will prepare a mutually acceptable landscape maintenance agreement with Sprigler or the current property owner for the State Route 62

improvements, not to exceed \$10,000 in annual payments from for the first seven (7) years of the project. The payments shall continue, be binding on the heirs, successors and subsequent owners, and may be adjusted after the first seven years. Payments shall be made in two instalments in May and November each year to be invoiced by the County or the Commission. Payment shall be held in a non-reverting account for the use of maintenance of the SR 64-62 Corridor landscaping until the creation of a business improvement district or similar landscape management plan.

TIF Expansion:

It is anticipated that the County and Commission will expand their existing Edwardsville Highlander Point TIF Area to include the entire Premises. Floyd County's Elevate GIS system indicates that Parcel Number 22-02-00-100-126.000-002 and the phase two neighborhood commercial parcels are adjacent but outside of the existing TIF boundaries. Exhibit A depicts the reported existing Edwardsville Highlander Point TIF Area in juxtaposition to the Premises.

**Development Process:** 

The Phase One project area, excluding the certain on-site improvements to the completed by the County and Commission, will be developed by Sprigler in a timely manner. Construction will commence once the following have occurred:

- Approval and execution of Project Agreement before December 31, 2022
- Approval and execution of a Real Estate Donation Agreement before February 28, 2023.
- Approval of Zoning, Site Plan and Subdivision Plat by the Floyd County Plan Commission and other necessary bodies before January 31, 2023.
- Documentation of a cross access and parking agreement before donation of the real property from Sprigler.
- County proof of construction plans and a mutually agreed upon completion timeline for their improvements.
- Approval of the Development Plan for Sprigler
- Procurement of Building Permits by Sprigler
- Documentation of Sprigler financing approval
- Sprigler Closing on Construction Financing by May 31, 2023.

**Construction Commencement:** 

Construction is proposed to commence as early as June 1, 2023, following completion of the items in the Development Process section of this letter.

**Contingencies:** 

In addition to the delivery conditions noted above, the following contingencies shall also be in place:

- Contingent upon approval of final contract terms by Sprigler, the County, and the Commission
- Proposal for Development does not include increased cost due to Union Labor or Davis-Bacon Wages

**Anticipated Benefit Impacts:** 

Sprigler estimates the annual real property taxes generated by Phase One will be equal to or greater than \$198,000.00.

**Commitment to Hire Local:** 

Sprigler will solicit bids from local skill-trade contractors.

**Brokerage Commissions:** 

Neither party has employed a broker in this transaction. Neither party shall be responsible for any and all brokerage commissions to be paid as a part of this transaction.

This proposal is non-binding and is intended to set up basic parameters under which Sprigler would be willing to proceed with County on the development of this exciting project.

Thank you for the opportunity to submit this LOI, we very much look forward to bringing this project to fruition.

Very Truly Yours, J. Chad Sprigler

Acknowledged by:

Mr. Don Lopp, Director of Operations

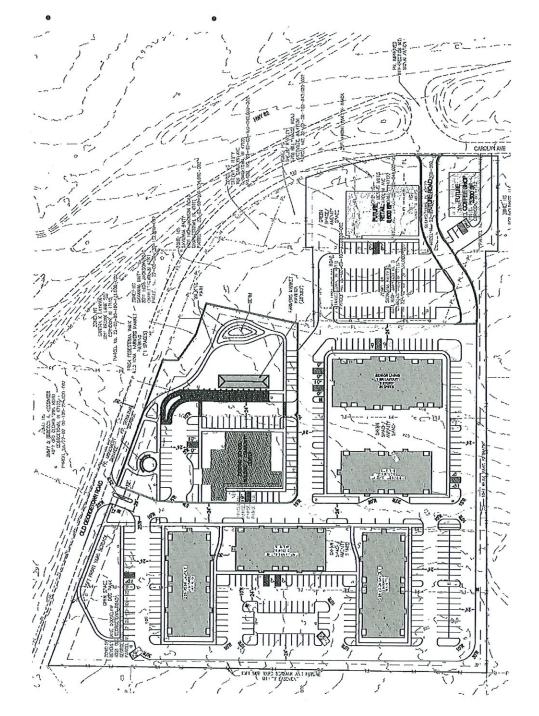


According to Floyd County's Elevate GIS system, the three parcels outlined in solid red are within the existing TIF Area. The Developer suggests that the TIF Area be expanded to include all the parcels outlined within the perforated red area.

Невитлев Еменувавиче, LLC DE PILAN DEVELOPMENT
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Exhibit B – Preliminary Site Plan

# Exhibit C - Partnership Improvement Exhibit



The red areas delineate the proposed portions of land to be donated to the County by Sprigler for the Future Road and Community Center projects. The County is responsible for designing and constructing all improvments in these areas.

The yellow shaded area outlines the part of the Sprigler portion of Phase One that will be constructed by the County, up to \$300,000, through coordination with Sprigler's engineer.

## CO-WORK MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT, is made on this \_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between The Root, LLC, (hereinafter referred to as "The Root") whose address for the purpose of this Agreement is 5968 W Luther Rd., Floyds Knobs, IN, 47119, and The Floyd County Department of Redevelopment (hereinafter referred to as "The "Redevelopment Commission"). The Root hereby agrees to manage, supervise and sub-lease certain space located within Nova Parke, Floyd County, Indiana, as defined as the "Managed Premises". The purpose of this Management Agreement is to encourage entrepreneurial activity at Novaparke and the WhistleStop Inn. To support that mission the Root and Redevelopment Commission agree with each other as follows:

- 1. MANAGED PREMISES. The Managed Premises are comprised of several separate spaces as depicted on Exhibit A.
  - (A) Building 1: The Redevelopment Commission will have 6 offices in Building 1 also known as the Whistle Stop Inn. Four of those Offices will be available to rent by The Root. The Root and Redevelopment will share equally (50-50) in gross rental revenues of those 4 offices. There will also be "event space" in Building 1. Indiana University Southeast shall have priority over all events or scheduling in Building 1 and 2.
  - (B) Building 2: Building 2 has an event space. The Root and Redevelopment will share equally (50-50) in gross rental revenues of the building 2 event space. Building 2 will be available to co-work participants unless there is a scheduled event.
  - (C) Building 3: Building 3 will house approximately 2,000 square feet of space available for office space rental that can configured in size. Building Three will be available for individual office rental. The Root and Redevelopment Commission will share equally (50-50) in the gross rental revenues.
- 2. TERM. The Term of this Agreement shall be six-months, beginning January 1, 2023. If this Agreement is canceled before the Expiration Date either as originally fixed, Expiration Date shall mean the effective date of the cancellation. The parties may renew this Agreement for an additional one-year term upon written agreement of both parties.
- 3. MANAGEMENT FEES AND RENT. The Redevelopment Commission agrees to pay to The Root as follows:
  - (A) A base management fee of Four Thousand One Hundred and Sixty-Seven (\$4,167.00) Dollars per month ("Management Fee") for the management services described herein during the term of this Agreement. Such payment will be made by the 15<sup>th</sup> day of each month. Upon the completion of the WhistleStop facilities, the parties will discuss any adjustment to the monthly Management Fee based on the rental revenue received by the Redevelopment Commission and the occupancy levels of the available office space. The base management rate will not drop lower than \$4,167 during the initial term of this Agreement unless the Agreement is terminated, cancelled or in the event of breach.

- (B) Rental Fees: Gross rental fees from office rental space and special event rental fees shall be paid to the Root based on written agreement and rates established by the parties. The Root and Redevelopment will share equally (50-50) in gross rental revenues described in Paragraph 1. Fees shall be paid by the 15th of each month.
- (C) The Root will collect any new "membership fee" associated with the WhistleStop Inn in addition to the base management fee and office rental fees. The Root will be responsible for billing and collecting such fees and shall account for such fees on its monthly reports; however the Redevelopment Commission is not owed those fees. The Root can market dual membership to both its facility and the WhistleStop facilities. Any Root member shall also have access to the WhistleStop facility Co-work space.

In the event any sums required under this Agreement to be paid are not received by The Redevelopment Commission or before fifteen (15) days after the date the same are due, then, The Redevelopment Commission shall be permitted to withhold such delinquent amount from the management Fees. In addition, interest shall accrue on all past due sums at an annual rate equal to Five percent (5%) per annum.

### 4. OPERATION OF THE MANAGED PREMISES

- (A) USE OF PREMISES. The Root covenants and agrees during the term of this Agreement to use and to occupy the Managed Premises only for uses consistent with its valid and legitimate business purposes as a co-work and event space, and to perform other activities to encourage entrepreneurial activities to further the mission of Novaparke. The Root hereby agrees not to use or permit the use of the Managed Premises for any purpose other than set out herein, without the written consent of the Redevelopment Commission. In furthering this purpose, the Root shall:
  - 1. Have at least one full-time staff on site for forty hours per week, being available and present at the WhistleStop complex from 9:00 am to 4:00 pm, Monday through Friday and during other scheduled events. The Root will further have a phone number posted at the facility to be available 24/7 for any issues that occur in the off hours.
  - 2. Manage any special or recurring events programmed in the facility. All events must receive approval from the Redevelopment Commission. The Root will be the primary contact for any event rental and manage any and all aspects of the rental with the client.
  - 3. Propose and maintain a recurring event calendar annually, subject to the approval of the Redevelopment Commission.
  - 4. Propose and maintain a calendar of new meetings in the facilities, subject to the approval of the Redevelopment Commission.
  - 5. Market the event and office spaces. Such budget and manner of advertisement shall be proposed to and discussed with the Redevelopment Commission.

- 6. Program a minimum of three free public events within the first six months and six total each year. The Root shall record and report attendance as well as provide follow up customer experience surveys to ascertain satisfaction and needs.
- 7. Comply and adhere to all state and local laws, county ordinances, zoning and other applicable laws, rules and regulations.
- 8. The Redevelopment Commission reserves the right to cancel any program or event it deems counter to the mission of the WhistleStop Complex and Novaparke. All contracts for Office or Event space rental will be reviewed by Redevelopment Commission prior to approval. The Redevelopment Commission will further have the right to collect all fees associated with events and rentals.
- (B) PERFORMANCE REPORT. An initial six (6) month review will take place to discuss performance, services, and opportunities, revenues and expenses. After the initial six (6) month review The Root shall prepare a monthly performance report regarding the operations to the Redevelopment Commission for review and comment. The Report shall include all revenues received by The Root related to this Agreement, all expenses, costs and fees paid by The Root, rental occupancy, and such other items as requested by the Redevelopment Commission. The Root will be responsible for providing copies of all rental agreements and other supporting documentation to the Redevelopment Commission. The report shall be submitted by the 1st of each month and presented at a regular Redevelopment Commission meeting.
- (C) OCCUPANCY LEVELS. It is expected that the Root will obtain a 50% occupancy level of the available office space in Building 1 within six months and 90-100% occupancy within one year.
- (D) ACCESS BY THE REDEVELOPEMNT COMMISSION. The Commission shall have the right to enter the Premises at all times and without restriction to make inspections, provide necessary services, to facilitate events or other actions.
- (E) MAINTENANCE OF PREMISES. The Redevelopment Commission is responsible for all maintenance, operations and housekeeping of the facilities and grounds. The Root shall be responsible for all operations, marketing, and programming of the WhistleStop Complex and Co-Work Space facilities. Mailbox facilities may be placed on site with prior written approval of The Redevelopment Commission. All such mailbox equipment will be paid for by The Root. All mailbox rental revenues will be paid to The Root. The Root will be responsible for the day-to-day management and rental of the space available at the WhistleStop Complex.
- (F) CONDITION OF PREMISES. The Root takes said premises in its present condition. The Root and Redevelopment will consult on the furnishing for common areas in Buildings; however, The Redevelopment Commission has final approval of furnishing and similar amenities. The Redevelopment Commission is responsible for the purchase and upkeep of all furnishings.

- (G) THE ROOT'S DUTY OF CARE. The Root shall, through the termination of this Management Agreement, make no structural alterations or improvements without the prior written approval of the Redevelopment Commission. The Root will furnish its own interior decorating subject to the written approval of the Redevelopment Commission. The Root will make no unlawful use of said Managed Premises and agrees to comply with all valid regulations of the Board of Health, County/City Ordinances or applicable municipality, the laws of the State of Indiana and the Federal government. The Root is an independent contractor and has no employee/employer relationship with the Redevelopment Commission.
- (H) UTILITIES AND SERVICES. The Redevelopment Commission is responsible for the payment of all of the utilities.
- (I) SURRENDER OF PREMISES. The Root agrees that upon the expiration or termination of this Agreement it will surrender, yield up and deliver the Managed Premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of the Root to the Redevelopment Commission.
- (J) ASSIGNMENT AND SUBLETTING. Any assignment of this Agreement or subletting of the Managed Premises or any part thereof, without the Redevelopment Commission's written permission shall, be strictly prohibited.

### 5. INSURANCE AND INDEMNITY.

- (A) The Root, at the Root's sole cost and expense, shall obtain and maintain for the term of this Agreement, insurance policies providing the following coverage: (i) The Root's fixtures, equipment, furnishings, supplies, merchandise and other contents in the Managed Premises, for the full replacement value of said items regardless of cause or peril, (ii) all perils included in the classification "all-risk property insurance coverage" under insurance industry practices in effect from time to time in the jurisdiction in which the Managed Premises is located, and (iii) commercial general liability insurance naming the Redevelopment Commission, as additional insured, as described below; and (iv) workers' compensation coverage as required by law. The Root shall deliver to the Redevelopment Commission certificates of insurance, or certified copies of each such policy within 14 days from the date of the beginning of the term of this Agreement.
- (B) The Root will not do or omit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the Managed Premises or upon any personal property of the Root upon which the Redevelopment Commission by law or by the terms of this Agreement, has or shall have a lien.
- (C) Except as to any gross negligence or wrongful conduct of the Redevelopment Commission, the Root will, to the extent of the coverage set forth here, protect, indemnify and save harmless the Redevelopment Commission from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the Managed Premises or the common areas due

- directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Root or any person claiming through or under the Root.
- (D) The Root further covenants and agrees that it will at its own expense procure and maintain General Liability insurance with a responsible company or companies authorized to do business in the State of Indiana, in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence, and Fire Legal Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence, and all coverage having an annual aggregate of Two Million Dollars (\$2,000,000.00), protecting the Redevelopment Commission as set forth in the indemnification provision above during the term of this Agreement. Certificates of insurance or copies of said policy(ies), naming the Redevelopment Commission as an additional named insured, shall be delivered to the Redevelopment Commission within 14 days from the date of the beginning of the term of this Agreement. The minimum limits hereinbefore set forth may, at the Redevelopment Commission's option, be increased from time to time. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to Root's insurance coverage, shall be deemed to limit or restrict in any way the Root's liability arising under or out of this Agreement.

### 6. FIRE AND CASUALTY. PARTIAL DESTRUCTION OF PREMISES.

- (A) In the event of a partial destruction or damage of the Managed Premises, which is a business interference, that is which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrence, this Agreement shall not terminate but the monthly payments for the Managed Premises shall abate during the time of such business interference. In the event of partial destruction, the Redevelopment Commission shall repair such damages within a reasonable time of its occurrence unless prevented from so doing by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond the Redevelopment Commission's reasonable control.
- (B) Should the zoning ordinance of the county/city or municipality in which this property is located make it impossible for the Redevelopment Commission, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Root is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as in the next paragraph provided.
- (C) TOTAL DESTRUCTION OF BUSINESS USE. In the event of a destruction or damage of the Managed Premises including the parking area so that Root is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within sixty (60) days this Agreement may be terminated at the option of either the Redevelopment Commission or the Root. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. The Root shall surrender possession within ten (10) days after such notice issues and, each party shall be relieved from all future obligations hereunder. In the event of such termination of this Agreement, the

Redevelopment Commission at its option, may rebuild or not, according to its own wishes and needs.

### 7. TERMINATION OF AGREEMENT AND DEFAULTS OF THE ROOT.

- (A) VOLUNTARY TERMINATION. Either party may terminate the contract upon sixty (60) days written notice to the other party. An initial six (6) month review will take place to discuss performance, services, and opportunities.
- (B) TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS. This Agreement shall terminate upon expiration of the Term; or if this Agreement expressly and in writing provides for any option or options, and if any such option is exercised by the parties, then this Agreement will terminate at the expiration of the option term or terms. Upon default in payment of rental herein or upon any other default by the Root in accordance with the terms and provisions of this Agreement, this Agreement may at the option of the Redevelopment Commission be cancelled and forfeited; PROVIDED, HOWEVER, before any such cancellation and forfeiture, Redevelopment Commission shall give the Root a written notice specifying the default, or defaults, and stating that this Agreement will be cancelled and forfeited ten (10) days after the giving of such notice, unless such default, or defaults, are remedied within such grace period.
- (C) Waiver as to any default shall not constitute a waiver of any subsequent default or defaults.
- (D) Acceptance of keys, advertising by the Redevelopment Commission upon the Root's default shall be construed only as an effort to mitigate damages by the Redevelopment Commission, and not as an agreement to terminate this Agreement.
- (E) Each of the following events shall constitute a Default by the Root under this Agreement:
- (i) If Root fails to pay office or event rental payments or any other charges required to be paid by Root when same shall become due and payable, and such failure continues for fifteen (15) days, however, notwithstanding the foregoing, Root shall not be in default unless Root shall have received one (1) prior notice of late payment, after which no such notice shall be required for the remainder of the Term;
- (ii) If Root shall fail to perform or observe any terms and conditions of this Agreement except its obligation to pay office and rental fees which default is otherwise provided for in this Agreement, and such failure shall continue for ten (10) days after written notice from The Redevelopment Commission (except that such ten (10) day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such Default, if such Default cannot be cured within such period, provided Root commences the process of curing the same within said ten (10) day period and diligently pursues such cure to completion);
- (iii) If Root refuses to take possession of the Managed Premises at the Delivery of Possession, or fails to diligently market the event and office space, vacates the Managed Premises

and permits the same to remain unoccupied and unattended or substantially ceases to carry on its normal activities in the Managed Premises;

- (iv) If the Root conducts its business other than for the use as set forth herein;
- (v) If a receiver or trustee shall be appointed under state or federal law for the Root or any guarantor of the Root's obligations hereunder, for all or any portion of the Managed Premises of either of them, and such receivership or trusteeship shall not be set aside within thirty (30) days after such appointment; or
- (vi) If the Root shall be given two (2) notices of Default within six-month (6) month period under Sections (i), (ii), (iii), or (vi) notwithstanding any subsequent cure of the Default identified in such notices.

### (F) RIGHTS AND REMEDIES UPON DEFAULT.

If a Default occurs with respect to the Root, the Redevelopment Commission shall be entitled to take any action it deems advisable under one or more of the provisions:

- (i) The Redevelopment Commission may proceed as it deems advisable to enforce the provisions of this Agreement at law or in equity.
- (ii) The Redevelopment Commission may terminate this Agreement by giving five (5) days written notice of such termination to the Root, whereupon this Agreement shall automatically cease and terminate and the Root shall be immediately obligated to quit the Managed Premises. Any other notice to quit or notice of the Redevelopment Commission's intention to reenter the Managed Premises is hereby expressly waived. If the Redevelopment Commission elects to terminate this Agreement, everything contained in Agreement on the part of the Redevelopment Commission to be done and performed shall cease without prejudice, subject, however, to the right of the Redevelopment Commission to recover from the Root all rent and any other sums accrued up to the time of termination or recovery of possession by The Redevelopment Commission, whichever is later, plus all other losses or damages to such default, including reasonable attorney fees.
- (iii) Upon termination of this Agreement, the Redevelopment Commission may proceed to recover possession of the Managed Premises under and by virtue of the provisions of the laws of the jurisdiction in which the Premises is located, or by such other proceedings, including reentry and possession, as may be applicable.
- (iv) Should this Agreement be terminated before the expiration of the term of this Agreement by reason of Default, or if the Root shall abandon or vacate the Managed Premises before the expiration or termination of the term of this Agreement without having paid the full rental for the remainder of such term, then at the time of such termination or abandonment the Root shall be liable for all damages sustained by the Redevelopment Commission, including, without limitation, all gross rent through the remainder of the term of this Agreement, any past due payments, any unpaid moneys due the Redevelopment Commission, court costs and reasonable attorneys' fees. The Redevelopment Commission's damages shall also include all sums which are past due at the time of the award, including any Late Charges and interest as set forth in this Agreement, from the due date as set forth herein until the time of the award. The word "award" means a judgment issued or

rendered in a proceeding or action to recover damages from Root, or at the time of Root's voluntary payment of the same.

- 8. ATTORNEY'S FEES AND COLLECTION EXPENSES. The Root is responsible for attorney's fees, court costs, collections expenses, and all other out-of-pocket expenses that the Redevelopment Commission becomes liable for as a result of any breach of this Agreement by the Root. The Root agrees that reasonable attorney's fees shall be due and payable for any matter that is referred to an attorney for any reason which referral is occasioned by an alleged breach of this Agreement by Root. Suit being filed is not a condition to the imposition or recovery of these fees.
- 9. SIGNAGE. The Root is advised that the Redevelopment Commission must approve any signage and said sign approval is for the initial term of the Agreement only, and that all signage may be reviewed again upon renewal or extension, at which time the Redevelopment Commission may require removal or modification. the Redevelopment Commission may adopt a sign policy, specifying the size, location and design requirements for all signs.
- 10. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Agreement upon personal delivery or three days after it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid to the following addresses:

If to the Redevelopment Commission:

If to Root:

2524 Corydon Pike New Albany, IN 47150 dlopp@floydcounty.in.gov

5968 W Luther Road Floyds Knobs, IN, 47119

Copy to:

Young, Lind, Endres & Kraft Attn. Justin E. Endres 126 West Spring Street New Albany, IN 47150

- 11. GOVERNING LAWS. This Agreement shall be construed in accordance with the laws of the state of Indiana. Any lawsuit to enforce, address, or to seek damages for, or declaratory judgment regarding any term hereof, or arising out of the relationship of the parties hereto, whether filed by the Redevelopment Commission or the Root, shall be brought in the same county where the Premises are located.
- 12. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors and assigns of the parties hereto.
- 13. ENTIRE AGREEMENT/AMENDMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or

written.	This Agreement may	y be modified or a	amended	l only in writ	ing if the	writing	is si	gned by	the
party obl	ligated under the am	endment.							
1,	4 SEVERABILITY	If any portion	of this	Agreement	shall he	held to	he he	invalid	or

14. SEVERABILITY. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER. The Redevelopment Agreement shall not be construed as a waive to subsequently enforce and compel strict co	er or limitation of the	Redevelopment Comm	ission's right
IN WITNESS WHEREOF,Commission executed this Co-Work Mana 2022.	gement Agreement	Root, LLC, and the Recthis day of	development ,
Floyd County Department of Redevelopmen	nt	The Root, LLC	
By:	By:		_
Print Name:	Print Name:	·	_
Title:	Title:		_
Date:	Date:		_
STATE OF INDIANA )  SS:  COUNTY OF )  Before me, a Notary Public, in and for Root, LLC by and through its duly authorize execution of the foregoing as its free and volumentioned herein.	ed member,	, and acknowledges	the
WITNESS my hand and seal, this day	y of	, 2022.	
My Commission Expires:	NOTARY PUBLIC		
Ī	PRINTED NAME		
I	Resident of	County, Indiana	

STATE OF INDIANA ) )SS:		
COUNTY OF)		
Before me, a Notary Public, in an, by and through its duly au acknowledges the execution of the forego purposes mentioned herein.	thorized member,	, and
WITNESS my hand and seal, this	day of	, 2022.
My Commission Expires:	NOTARY PUBLIC	·
	PRINTED NAME	
	Resident of	County, Indiana

# <u>Novaparke – Proposed Marketing Schedule</u>

Su	ggested Item	Partner(s)	Timeline
•	Assemble information and submit to local and state sites & buildings databases so Novaparke can begin to show up on property searches. Keep data updated and information fresh. Any new marketing collateral needs to be submitted immediately.	<ul> <li>One Southern Indiana         (local economic         development         organization [LEDO])</li> <li>Indiana Economic         Development         Corporation (IEDC)</li> </ul>	Completed
•	When resources allow, hire a marketing professional, even if part-time – someone who wakes up every day thinking about increasing awareness of Novaparke. If resources do not allow, this could also be done in partnership with IUS or other universities/colleges (internships)	<ul> <li>Private HR firm</li> <li>IUS</li> <li>Other universities or colleges</li> </ul>	Completed County has hired consultants The Wheatley Group Ideology The Root
•	Form a real estate stakeholder group comprised of qualified professionals to evaluate existing tracts and make recommendations for potential speculative buildings reflective of current market demands. Create in-depth data, exhibits and image files for each.	<ul> <li>Industrial real estate brokers (regional)</li> <li>Commercial real estate brokers (regional)</li> <li>One Southern Indiana</li> </ul>	January – March 2023
•	Work with the real estate stakeholder group to identify potential tracts with the clearest immediate development potential	<ul> <li>Industrial real estate brokers (regional)</li> <li>Commercial real estate brokers (regional)</li> <li>One Southern Indiana</li> </ul>	January – March 2023
•	Explore development/speculative options by setting up tours and interviews with potential developers	<ul> <li>Construction firms</li> <li>Developers</li> <li>The Wheatley Group</li> </ul>	January – March 2023

•	Assemble RFI (Request for Information) data preemptively so Novaparke can easily respond to any incoming data requests	<ul> <li>One Southern Indiana</li> <li>County and state         resources</li> <li>IEDC</li> <li>The Wheatley Group</li> </ul>	November 2022
0	Host an Open House for local and state elected officials	<ul> <li>Floyd County         Redevelopment         Commission (FCRDC)</li> <li>One Southern Indiana</li> <li>IEDC</li> </ul>	April-May 2023
•	Host an event showcasing Novaparke to Louisville and southern Indiana industrial and commercial brokers. Invite media.	<ul> <li>One Southern Indiana</li> <li>Industrial real estate brokers (regional)</li> <li>Commercial real estate brokers (regional)</li> </ul>	October 2023
0	Arrange a half-day tour/visit to Novaparke and Floyd County for IEDC staff. Include lunch and tour of other Floyd County assets.	• FCRDC • IEDC	June 2023
•	Work toward obtaining Shovel Ready status for Novaparke	<ul><li>FCRDC</li><li>IEDC</li><li>Duke Energy</li></ul>	January 2023
0	Host a One Southern Indiana Five O'clock Network	<ul><li>FCRDC</li><li>One Southern Indiana</li></ul>	Summer 2024
0	Have a Grand Opening ceremony/event for WhistleStop: STEAM Engine at Novaparke. Invite media.	<ul><li>FCRDC</li><li>Novaparke Team</li><li>One Southern Indiana</li></ul>	May 2023 May 2024
•	As a way to introduce Novaparke to site selectors, and the learn of active economic development projects, become engaged with Consultant Connect (http://consultantconnect.org/) and participate in the organization's Summits and other events	• FCRDC	January 2023
•	Continue to update and development marketing collateral	<ul> <li>FCRDC</li> <li>Marketing partners (The Root, Idealogy, etc.)</li> <li>The Wheatley Group</li> </ul>	Immediate and ongoing
•	Consider signage along I-64	<ul><li>INDOT</li><li>IEDC</li><li>The Wheatley Group</li></ul>	May 2023
•	Review zoning and utility infrastructure along the Novaparke/SR 64 Corridor.	<ul><li>FCRDC</li><li>Novaparke Team</li><li>Elected officials</li></ul>	January 2024

cor dev ass	nsider a masterplan for the rridor with the goal of veloping complimentary sets to Novaparke and Floyd ounty		
(fa	rticipate in FAM amiliarization) tours by rious groups	<ul> <li>One Southern Indiana</li> <li>Greater Louisville Inc.</li> <li>South Central Indiana         <ul> <li>Economic Development</li> <li>Group</li> </ul> </li> <li>Utilities (Duke Energy)</li> </ul>	January 2023-2024
gro Riv on	onsider co-hosting a small oup of site consultants with ver Ridge Commerce Center n a 1-2 day regional sperience	<ul> <li>River Ridge Development Authority</li> <li>Novaparke Team</li> <li>One Southern Indiana</li> </ul>	June 2024
inf fre a s up me	keep Novaparke formation and awareness esh, develop and implement schedule for social media odating – including regular edia releases whenever ossible	<ul><li>FCRDC</li><li>Marketing partners</li><li>The Wheatley Group</li></ul>	Immediate and ongoing
Pa ind (tr Bu ma	ollaborate with Marketing artners on very targeted dustries ads and articles rade magazine/publications, usiness First, Site Selection agazine https://siteselection.com/])	Marketing partners	June 2023
pl: m	evelop a targeted marketing an built around industries lentioned in the economic evelopment plan.	Marketing partners	Immediate and ongoing
bu in wi	leet with the regional ISBDC usiness liaisons and explore corporating their services ith opportunities at ovaparke	<ul><li>FCRDC</li><li>ISBDC</li><li>The Wheatley Group</li></ul>	January 2023
co fo in de	s a part of marketing ollateral, develop a document ocused on applicable ocentives and programs esigned to assist targeted usinesses	<ul> <li>FCRDC</li> <li>ISBDC</li> <li>IEDC</li> <li>Capital Access Corporation-KY</li> <li>The Wheatley Group</li> </ul>	Immediate and ongoing
ar st ex	reate a quarterly newsletter nd distribute to community cakeholder groups and external targets, and publish nline	<ul><li>Marketing partners</li><li>FCRDC</li><li>The Wheatley Group</li></ul>	June 2023

Work to add Novaparke     website links to community     and stakeholder websites  Maintain a consistent branding	<ul><li>Marketing partners</li><li>Stakeholders</li><li>Novaparke Team</li><li>The Wheatley Group</li></ul>	Immediate and ongoing
<ul> <li>Maintain a consistent branding message and identity, particularly across electronic platforms</li> </ul>	<ul><li>Marketing partners</li><li>FCRDC</li><li>The Wheatley Group</li></ul>	Immediate and ongoing