



# AGENDA

## FORTVILLE REDEVELOPMENT COMMISSION (RDC)

### May 16, 2024 Meeting

*In accordance with the Americans with Disabilities Act (ADA), the Town of Fortville will, upon request, provide appropriate aid and/or assistance leading to effective participation for individuals with disabilities. Anyone who requires such assistance should contact Andy Williams, Office Manager, at least 48 hours before the scheduled meeting at (317) 485-4044 Ext. 1003 or via email at [awilliams@fortvilleindiana.org](mailto:awilliams@fortvilleindiana.org).*

#### **PUBLIC MEETING**

6:30 p.m.

#### In-person:

Fortville Town Hall  
714 E. Broadway St.  
Fortville, IN 46040

#### Virtually via Zoom:

<https://us02web.zoom.us/j/84489805288>

Meeting ID: 844 8980 5288

Phone Option: (312) 626-6799

#### **MEMBERS**

Scott Meyer, *President*  
Amy Lawson, *Vice President*  
Chris McCreight, *Secretary*  
Ed Brand  
Dan Huge  
Meghan Britt (*Non-Voting*), *Mt. Vernon Schools*

#### **TOWN CLERK-TREASURER**

Melissa Glazier

#### **STAFF**

Adam Zaklikowski, *Planning & Building Dir.*  
Alex Intermill, *Town Attorney*  
Joe Renner, *Town Manager*

- 1) **CALL TO ORDER - ROLL CALL  
(DECLARATION OF QUORUM)**
- 2) **PLEDGE OF ALLEGIANCE**
- 3) **APPROVE THE MEETING AGENDA**
- 4) **CONSIDER APPROVING MINUTES OF THE  
APRIL 18, 2024 MEETING**
- 5) **OLD BUSINESS - None**
- 6) **NEW BUSINESS:**
  - a) RDC to provide possible amendments to the Façade Repair Grant Guidelines Form.
  - b) Florence May, Vernon Township Trustee, to provide a request for a funding amount for stormwater improvements needed at 602 Vitality Drive to accommodate a new Vernon Township Public Library building.
- 7) **REVIEW OF FINANCIALS**
- 8) **APPROVAL OF INVOICES** – AIM Media Indiana, Bose McKinney & Evans (3), Krohn & Associates.
- 9) **PUBLIC COMMENTS**
- 10) **STAFF COMMENTS**
- 11) **BOARD COMMENTS**
- 12) **ADJOURNMENT**

# Town of Fortville

04.18.24

## RDC Meeting

### Opening of Meeting:

The meeting was held at Fortville Town Hall, 714 E. Broadway. Meeting was called to order by RDC Vice President Amy Lawson at 6:30pm.

### Present:

Amy Lawson, Vice President; Chris McCreight, Secretary; Ed Brand, RDC Member; Dan Huge, RDC Member; Meghan Britt, MVCSC Representative; Adam Zaklikowski, Planning Director; Joe Renner, Town Manager; Alex Intermill, Town Attorney (via Zoom).

### Not Present:

Scott Meyer, President.

### Approval of Agenda:

Motion to approve the meeting agenda made by Dan Huge, seconded by Ed Brand. Motion carried unanimously.

### Approval of Minutes:

Motion to approve the 03.25.24 meeting minutes made by Dan Huge, seconded by Ed Brand. Motion carried unanimously.

### Old Business:

N/A

### New Business:

- a. For 124 E. Staat Street, Commission to hold a Public Hearing on the Declaratory Resolution and Amendment to Plan; To Adopt the Confirmatory Resolution No. 2024-4A – Adam Zaklikowski explains the process and need for said resolution. Dan Huge made the motion to approve Resolution No. 2024-4A, seconded by Ed Brand. Motion carried unanimously.

**Review of Financials:**

Financials reviewed. Motion made by Dan Huge and seconded by Ed Brand. Motion carried unanimously.

**Approval of Invoices:**

Ed Brand made the motion to approve the Samco Systems invoice/estimate, seconded by Dan Huge. Motion carried unanimously.

**Public Comment:**

No members of the public wished to speak.

**Staff/Board Comment:**

Terry Lee with BCA spoke about the EPA Environmental Grant and funds still left. Approximately \$280,000 available until September 2025.

Ed Brand commented on the RDC Façade Repair Program Guidelines and Adam Zaklikowski will add this as a formal line item in the next meeting.

**Meeting Adjourn:**

Dan Huge made the motion to adjourn the meeting at 7:01pm. Ed Brand seconded the motion. Motion carried unanimously.

**Vice President:** \_\_\_\_\_

Amy Lawson

**Clerk-Treasurer:** \_\_\_\_\_

Missy Glazier



**TOWN OF FORTVILLE REDEVELOPMENT COMMISSION**  
**FAÇADE REPAIR PROGRAM GUIDELINES**

1. 50/50 project cost match.
2. No cap per business.
3. Cannot be delinquent on property taxes.
4. Lienholders may not be delinquent on property taxes.
5. Owner cannot be in bankruptcy.
6. Cannot be in active litigation with the Town.
7. Must maintain ownership for 7 years after repairs or RDC contributions must be returned.
8. Funds are only to be used for structural needs, code requirements, accessibility issues, long-term façade improvements.
9. Petitioner must use an insured contractor.
10. Petitioner must provide 3 itemized quotes.
11. A start and completion date must be given.
12. A final report must be presented to the RDC in-person. The final report should include:
  - Before and after photos of the project.
  - Final invoices.
  - A signed Public Relations consent form/waiver to allow the Town of Fortville to use provided photos for media and social media releases.
13. Payment of grant funds will be paid by the RDC at the completion of the project to the contractor directly.
14. Grant funding is on a first come, first serve basis.



# TOWN OF FORTVILLE

WWW.FORTVILLEINDIANA.ORG



July 20, 2023

714 E. Broadway St.  
Fortville, Indiana 46040

Via Electronic Mail

Vernon Township Library Board  
c/o Melissa Loiselle, Library Director  
625 E. Broadway St.  
Fortville, IN 46040

**Town Council**

Frederick Fentz  
Ryan Rummell  
Libby Wyatt  
Tonya Davis  
Becky Davis

**Clerk-Treasurer**

Melissa Glazier

**Town Manager**

Joe Renner


SUBJECT: Potential Location for New Library – RDC Support

Dear Library Board Members:

Thank you for your continued engagement and careful consideration of the new Vernon Township Library site at Vitality Drive (Vernon Township Offices site) in the Town of Fortville. As stated publicly, the Fortville Redevelopment Commission (RDC) stands ready and willing to financially support the project to the extent allowed under Indiana law. Should the Vitality Drive site be chosen as the primary library site, the RDC is willing to participate in funding of infrastructure needs, including items such as sidewalks/paths and stormwater detention facilities.

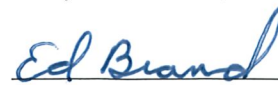
We look forward to this important opportunity. If you have questions or need additional information, feel free to contact our Town Manager, Joe Renner, at 317-485-4044 Ext. 1004 ([jrenner@fortvilleindiana.org](mailto:jrenner@fortvilleindiana.org)) and/or Adam Zaklikowski, Planning & Building Director, at 317-485-4044 Ext. 1005 ([azak@fortvilleindiana.org](mailto:azak@fortvilleindiana.org)).

Sincerely,  
Fortville Redevelopment Commission

  
\_\_\_\_\_  
D. Scott Meyer, President

  
\_\_\_\_\_  
Amy Lawson, Vice President

  
\_\_\_\_\_  
Cheyenne Hoffa, Secretary

  
\_\_\_\_\_  
Ed Brand, Member

  
\_\_\_\_\_  
Hart Summeier, Member

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**INTERLOCAL COOPERATION AGREEMENT FOR  
CONSTRUCTION OF DRAINAGE RETENTION FACILITY**

**by and between**

**FORTVILLE REDEVELOPMENT COMMISSION AND VERNON  
TOWNSHIP, HANCOCK COUNTY**

Effective as of \_\_\_\_\_, 2024

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# **INTERLOCAL COOPERATION AGREEMENT FOR CONSTRUCTION OF DRAINAGE RETENTION FACILITY**

This Interlocal Cooperation Agreement for Construction of Drainage Retention Facility (“Agreement”) is effective as of the Effective Date specified below by and between the Fortville Redevelopment Commission (“RDC”) and the Vernon Township, Hancock County, acting by and through its Trustee (“Vernon Township”) (each of the foregoing entities are individually referred to as a “Party” and collectively the “Parties”).

## **DECLARATION OF PURPOSE**

**WHEREAS**, the Vernon Township Library is in the process of developing a new library in Fortville, Indiana and wishes to pursue a collaboration with Vernon Township to locate on the Township’s property in Fortville (“Real Estate”); and,

**WHEREAS**, Secured Technology Solutions purchased 700 W. Broadway, Fortville, Indiana, which is adjacent to the Real Estate, and wishes to expand its building footprint and operations, but is limited, in part, due to the ability to meet required drainage standards at its site; and,

**WHEREAS**, the Parties desire to collaborate on the design, construction and payment of a retention facility at the Real Estate, located at approximately 600 Vitality Drive in Fortville, Indiana as further illustrated in Exhibit A attached hereto, along with related improvements and infrastructure to facilitate identified public and commercial development (collectively the “Retention Facility”); and

**WHEREAS**, Ind. Code 36-1-7 *et seq.* (the “Interlocal Cooperation Act”) authorizes the Parties, as political subdivisions, to exercise powers jointly pursuant to a written agreement authorized by ordinance or resolution of each of them and to administer such agreement through a joint board established therefore; and

**WHEREAS**, the Parties have adopted substantially identical resolutions or ordinances authorizing the execution of this Agreement.

**NOW THEREFORE**, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the Parties agree as follows:

## **ARTICLE I.** **AUTHORITY FOR AGREEMENT**

The Parties enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act which provides that a power that may be exercised by an Indiana political subdivision and one or more other governmental entities may be exercised jointly by entering a written interlocal cooperation agreement. The Parties desire to enter into such an agreement for payment and construction of the Retention Facility on the terms set forth herein.

**ARTICLE II.**  
**PURPOSE**

The purpose of this Agreement is to provide for the joint financing of the design and construction of the Retention Facility, including the provision of necessary utilities, access ways and other infrastructure and services necessary for the development of the Retention Facility and related improvements **to allow proper drainage for and facilitate the construction of the Vernon Township Public Library** (the “Project”). The Parties delegate to Vernon Township all powers and authorities that are useful, necessary or appropriate for the development, procurement, establishment, design, construction, operation and maintenance of the Retention Facility in accordance with the provisions of this Agreement.

**ARTICLE III.**  
**DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below:

- a) “Agreement” means this Interlocal Cooperation Agreement.
- b) “Bank” means Greenfield Banking Corporation, a national banking association having a designated office in Greenfield, Indiana.
- c) “Board” shall mean the Board appointed pursuant to Section 4.1 of this Agreement.
- d) “RDC” means the Fortville Redevelopment Commission acting through its designated representative.
- e) “Vernon Township” means Vernon Township of Hancock County, Indiana acting by and through the Trustee of Vernon Township.
- f) “Interlocal Cooperation Act” means Ind. Code §36-1-7 *et seq.* as amended from time to time.
- g) “Party” or “Parties” means each party to this Agreement, or the parties collectively.
- h) “Trustee” means the Township Trustee of Vernon Township.

**ARTICLE IV.**  
**ADMINISTRATION**

**Section 4.1. Establishment of Joint Board.** As required by Section 3(a)(5) of the Interlocal Cooperation Act the Parties hereby designate a board to act as the joint board required by the Interlocal Cooperation Act for the purposes of this Agreement (the “Board”). The Board shall consist of the Vernon Township Trustee, a designee of the Vernon Township Board, and



two members of the RDC. Members of the Board shall serve at the will of their appointing authority or until their term as an elected or appointed official expires. The Vernon Township Trustee shall act as the Chairman of the Board and the Board shall select a vice-president and secretary as needed. [RDC – THE TOWNSHIP DOES NOT HAVE A STRONG OPINION ON HAVING A TIE BREAKER OR ODD NUMBER]

**Section 4.2. Alternate Rules of Governance.** The Board shall be governed by its own rules or bylaws which it may (but is not required to) establish by adoption and which may be amended from time to time as provided therein. The Board may adopt and amend its bylaws in a manner that is not inconsistent with this Agreement or the Interlocal Cooperation Act and as it may determine to be in the best interest of the Board and the public interest. The Board is not required to formally adopt rules or bylaws and may operate by agreement of the members of the Board.

**Section 4.3. Public Records.** An official record of all meetings of the Board shall be maintained in the office of the Trustee of Vernon Township. Accurate memoranda of all meetings shall be kept in accordance with Ind. Code §5-14-1.5-4(b) and (c) and shall be available for public inspection during normal business hours. The Board shall be governed by, and all records of the Board shall be maintained in accordance with, Ind. Code 5-14-3 *et seq.* and other provisions of law applicable to government bodies.

**Section 4.4. Meetings of the Board.** Meetings of the Board may be called by the Chairman of the Board or by any two (2) members of the Board.

**ARTICLE V.  
FINANCING AND OPERATION OF THE PROJECT**

**Section 5.1. Financing.** The design and construction of the Retention Facility shall be financed with:

Vernon Township:	\$41,304.00
RDC:	\$271,134.00

Vernon Township shall also make in-kind contributions of land and project administration. All contributed funds shall be deemed received by Vernon Township and shall be deposited in a non-reverting fund established by Vernon Township entitled the “Retention Facility Non-Reverting Fund” and maintained by the Vernon Township Trustee at the Bank who shall be responsible to receive, disburse and account for monies in the Fund, in accordance with Section 4(a)(3) of the Interlocal Cooperation Act and other applicable provisions of Indiana law. Disbursements from the Fund shall be by claims authorized or approved by the Vernon Township Trustee for the distribution of Project Funds by the Bank. A monthly report of expenditures from the Project Fund shall be distributed by the Vernon Township Trustee to each member of the Board for review and information. Vernon Township’s contribution shall be contingent upon it reaching a satisfactory agreement with a private third-party for a contributory donation to this project.

The RDC's pledge and commitment under this Agreement to contribute \$271,134.00 for the Project financing shall be contingent upon the Vernon Township Public Library constructing its new library facility at or near the Project site and utilizing the Project for drainage needs. The RDC's pledge shall not be payable until the RDC, in its sole discretion, is satisfied that the Vernon Township Public Library is moving forward with the construction of its new library and will utilize the Project. To the extent the RDC makes its contribution under this Agreement and the Vernon Township Public Library does not complete construction of its new library facility before December 31, 2025, the Vernon Township Trustee shall refund the \$271,134.00 contribution plus interest to the RDC upon written demand by the RDC.

**Section 5.2. Construction Budget.** The initial construction budget shall be approved by the Board. Provided that adequate funds are available in the Project Fund, change orders issued after the approval of the construction budget shall be approved by the Vernon Township Trustee with a report thereof submitted to each member of the Board for review and information. Any questions regarding the construction budget or change orders thereto shall be submitted to the Vernon Township Trustee in writing and the Trustee will promptly respond or direct the response thereto from the proper party. The cost for any change order, substitution, or other replacement that exceeds the approved construction budget must be approved by all Parties.

In the event the actual cost of the Project shall be less than the approved budget or if there is a surplus of funds remaining at the end of the Project, each participating unit shall receive a reimbursement of their pro rata share of their respective contribution unless otherwise agreed by the Board to apply those funds to a related improvement.

The Construction Budget shall also include the post construction restoration to a condition substantially similar to the condition prior to construction except as otherwise altered by the retention project.

**Section 5.3. Ownership, Use and Management.** The Retention Facility shall be owned by Vernon Township. Vernon Township shall provide for ongoing maintenance, management and operation of the Retention Facility. Unless otherwise agreed in writing, the RDC shall have no ongoing maintenance or use costs for the operation and management of the Retention Facility on an ongoing basis, and all such costs shall be provided by Vernon Township. Vernon Township shall indemnify and hold harmless the RDC for any and all damage to property, personal injury or death that occurs as a direct or indirect result of Vernon Township's maintenance, management or operation of the Retention Facility.

**Section 5.4. Compliance with Laws.** Vernon Township shall be solely responsible for the compliance with all local, state and federal laws, regulations, ordinances and codes related to the construction of the Retention Facility, unless such breach arises from the direct acts or representations of the RDC and shall indemnify the RDC from any claims or damages related to noncompliance of any nature whatsoever. Vernon Township shall indemnify and hold harmless the RDC for any and all damage to property, personal injury or death that occurs as a direct or indirect result of design or construction of the Retention Facility.

**ARTICLE VI.**  
**REAL AND PERSONAL PROPERTY**

The Board shall not acquire, hold, or dispose of real or personal property used in this joint undertaking in its own name and all such real and personal property shall be held in the name of Vernon Township for use by the Parties as provided in this Agreement.

**ARTICLE VII.**  
**DURATION, AMENDMENT, WITHDRAWAL AND TERMINATION**

**Section 7.1. Duration.** This Agreement shall continue as the binding agreement of the Parties hereto until the financing commitments of each Party contained herein is fulfilled and the Retention Facility has reached substantial completion. Upon final completion and acceptance of the Retention Facility by Vernon Township, this Agreement shall automatically terminate without further action of the Parties.

**Section 7.2. Transfer of Retention Facility.** It is anticipated that the Retention Facility will be owned in perpetuity by Vernon Township for use by the general public. Any disposition of the Retention Facility must be in accordance with the laws applicable to governmental entities of the State of Indiana and laws applicable to Vernon Township. As no assets will be held in the name of the RDC, no provision for the disposal of jointly acquired property is required by the Act.

**Section 7.3. Amendment.** The Parties may, from time to time, alter, change, or amend the terms and conditions of this Agreement by an amendment in writing making specific reference to the document as an amendment to this Agreement, approved and executed by each of the Parties in the same manner as this Agreement was originally approved, unless otherwise specifically provided for herein. Any amendment or modification of this Agreement shall take effect immediately upon the approval of the last of the Parties to approve such amendment or modification and upon recording of the amendment as required by Ind. Code §36-1-7-6, or at such other time as is specifically designated in the amendment or modification.

**ARTICLE VIII.**  
**POWERS, PRIVILEGES AND IMMUNITIES OF THE BOARD**

The Board shall have all the powers, privileges and immunities granted under this Agreement, the Interlocal Cooperation Act and other applicable law.

**ARTICLE IX.**  
**REMEDIES, WAIVER AND IMMUNITY**

**Section 9.1. Remedies.** In the event of any breach, threatened breach, non-performance, or other violation of any obligation of this Agreement by any Party, the sole and exclusive remedy by any other Party under this Agreement shall be the remedy of injunctive

relief or specific performance. Under no circumstances shall any Party have a right to any other remedy, including but not limited to rescission, cancellation, or reformation of this Agreement for any reason, or monetary damages of any kind.

**Section 9.2. Waiver.** A failure by a Party to this Agreement to institute any suit, action or other proceeding for any breach or violation by another Party of any obligation under this Agreement shall not constitute a waiver by such Party of such breach or violation.

**Section 9.3. Immunity of Officers, Directors, Members, Employees and Agents.** No recourse shall be had for any claim based upon any obligation in this Agreement against any past, present or future official, officer, director, member, employee or agent of the Board or the Parties under any rule of law or equity, statute or constitution.

## **ARTICLE X.** **GENERAL MATTERS**

**Section 10.1. Governing Law.** In the event of any disagreements or conflicts under this Agreement, the parties shall submit the same to the courts with jurisdiction in Hancock County, Indiana and waive any claim to change of venue or lack of jurisdiction.

**Section 10.2. Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

**Section 10.3. Severability.** The sections, sentences and provisions of this Agreement are severable, and if any one or more of such sections, sentences or provisions (the “Conflicting Provisions”) are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement and this Agreement shall be deemed amended pursuant to Section 7.3 to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted prior to the delivery or removal of the Conflicting Provisions.

**Section 10.4. Agreement; Transfer of Powers.** This Agreement is intended to be an interlocal agreement entered into pursuant to the Interlocal Cooperation Act, in which the Parties have undertaken to provide that which is required by the Interlocal Cooperation Act and is intended to vest in the Board those powers specified herein that may be transferred to, and vested in, the Board pursuant to Indiana law.

**Section 10.5. Reasonable Efforts; Cooperation.** Subject to the terms and conditions of this Agreement, each Party will use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement. In addition, the Parties each agree to cooperate and take such actions, including any necessary amendments hereto, as may be required in the judgment of the Board for the Board to obtain all

necessary qualifications and approvals, including any that may be required by any state and federal governmental agencies, and to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement, and from time to time, upon the request of another Party to this Agreement and without further consideration, to execute, acknowledge and deliver in proper form any further instruments, and take such other action as the other Parties may reasonably require, in order to effectively carry out the intent of this Agreement, including without limitation, the delegation of any further powers that may be necessary, useful or appropriate to permit the Board to carry out its purposes.

**Section 10.6. No Assignment.** No Party may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Agreement to any other person, without the consent of all other Parties, and any purported sale, assignment, pledge or other transfer without such consent shall be null and void.

**Section 10.7. Limitation of Rights.** Nothing expressed or implied in this Agreement is intended to give, or shall give, to any other person, other than the Parties and the Board, any legal or equitable right, remedy or claim under or with respect to this Agreement or any rights or obligations hereunder. This Agreement and the rights and obligations hereunder are intended to be, and shall be, for the sole and exclusive benefit of the Parties and the Board.

**Section 10.8. Notice.** Unless oral notice is otherwise allowed in this Agreement, all notices required to be sent under this Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in United States mail, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission or electronic mail or (iii) by depositing the same with a courier delivery service for delivery on the following business day, addressed:

If to Vernon Township:

Vernon Township, Hancock County,  
Indiana  
Attn: Trustee  
602 Vitality Drive  
Indianapolis, IN 46040

If to Fortville RDC:

Fortville Redevelopment Commission  
714 E. Broadway Street  
Fortville, IN 46040

(c) shall be deemed to have been given on the date of such mailing, transmission, or deposit; and

(d) any of the methods specified herein shall be sufficient to delivery of any notice required hereunder; notwithstanding that one or more of such methods may not be specifically listed in the Sections hereunder requiring such notice.

**Section 10.9. Performance Due on other than a Business Day.** If the last day for taking any action under this Agreement is a day other than a business day, such action may be taken on the next succeeding business day and, if so taken, shall have the same effect as if taken on the day required by this Agreement.

**Section 10.10 No Discrimination.** Pursuant to Ind. Code §22-9-1-10, the Parties represent that the Party and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

**Section 10.11. Entire Agreement.** This Agreement shall constitute the entire agreement of the Parties with respect to the subject matter hereof and shall supersede all prior oral or written agreement in regard thereto.

**Section 10.12. Effective Date.** This Agreement shall take effect upon the approval and execution of this Agreement by the executive and fiscal body of each Party and shall become effective upon being recorded with the County Recorder of Hancock County as required by Section 6 of the Act. Not later than sixty (60) days after it take effect, this Agreement shall be filed with the State Board of Accounts for audit purposes as required by Indiana law.

Approved by the Fortville Redevelopment Commission:

**FORTVILLE      REDEVELOPMENT  
COMMISSION**

By: \_\_\_\_\_  
Scott Meyer, President

By: \_\_\_\_\_  
Amy Lawson

By: \_\_\_\_\_  
Dan Huge

By: \_\_\_\_\_  
Ed Brand

By: \_\_\_\_\_  
Chris McCreight

Attest:

By: \_\_\_\_\_  
Melissa Glazier, Clerk-Treasurer  
Town of Fortville, Indiana

Approved by Vernon Township:

**VERNON TOWNSHIP OF  
HANCOCK COUNTY, INDIANA**

By: \_\_\_\_\_  
Tim Plank, President

By: \_\_\_\_\_  
Marybeth Sears

By: \_\_\_\_\_  
David Hawkins

Attest:

By: \_\_\_\_\_  
Florence May, Trustee

STATE OF INDIANA        )  
                                  ) SS: ACKNOWLEDGMENT  
COUNTY OF HANCOCK    )

Before me, the duly elected Trustee of Vernon Township, Hancock County, Indiana and pursuant to Ind. Code § 33-42-5-1 in and for said County and State, personally appeared the aforesigned people who acknowledged the execution of the foregoing Interlocal Agreement, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signature \_\_\_\_\_  
Florence May, Trustee  
Vernon Township, Hancock County, IN



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

---

Jeffrey M. Bellamy

This document was prepared by Jeffrey M. Bellamy, Thrasher Buschmann and Voelkel, P. C.  
8840 Woodfield Crossing, Suite 310, Indianapolis IN 46240.

**EXHIBIT "A"**  
**General Location of Retention**



**Fund Detail History**

Date : 05/14/2024 03:20:45 PM  
 FUND\_HIST\_DETAIL.FRX

Fund 2216  
 All History

FUND	ACCT PERIOD	TITLE	BEGIN YR BAL	RECEIPTS YTD	EXPENDED YTD	CURRENT BAL
2216	1/2024	Economic Development (Operating)	\$3081179.34	\$0.00	\$5900.00	\$3075279.34
DATE	DOC NUM	CK NUM	VENDOR / RECEIVED FROM	RECEIVED	EXPENDED	BAL
01/08/2024	56852	56852	MERIDIAN TITLE COPRORATION	\$0.00	\$5900.00	\$3075279.34
DAILY SUMMARY FOR 01/08/2024				\$0.00	\$5900.00	\$3075279.34
02/01/2024	57101	18520	PRISER APPRAISALS	\$0.00	\$900.00	\$3074379.34
DAILY SUMMARY FOR 02/01/2024				\$0.00	\$900.00	\$3074379.34
02/16/2024	54777		ASAP	\$0.00	\$0.00	\$3074379.34
02/16/2024	54778		ASAP	\$615.00	\$0.00	\$3074994.34
DAILY SUMMARY FOR 02/16/2024				\$615.00	\$0.00	\$3074994.34
02/26/2024	57401	18588	AMANDA MCALARNEY, SOCIAL MEDIA	\$0.00	\$562.50	\$3074431.84
DAILY SUMMARY FOR 02/26/2024				\$0.00	\$562.50	\$3074431.84
03/27/2024	57790	57790	MERIDIAN TITLE COPRORATION	\$0.00	\$582807.09	\$2491624.75
DAILY SUMMARY FOR 03/27/2024				\$0.00	\$582807.09	\$2491624.75
03/28/2024	57780	18677	BOSE MCKINNEY & EVANS LLP	\$0.00	\$22712.50	\$2468912.25
03/28/2024	57781	18674	AMERICAN ENVIRONMENTAL	\$0.00	\$1650.00	\$2467262.25
03/28/2024	57783	18684	MERIDIAN TITLE COPRORATION	\$0.00	\$0.00	\$2467262.25
DAILY SUMMARY FOR 03/28/2024				\$0.00	\$24362.50	\$2467262.25
04/04/2024	57852	18672	JASON RANDALL WILKINSON	\$0.00	\$160000.00	\$2307262.25
DAILY SUMMARY FOR 04/04/2024				\$0.00	\$160000.00	\$2307262.25
Fund # 2216		SubTotal		\$615.00	\$774532.09	\$2307262.25
*** GRAND TOTAL ***				\$615.00	\$774532.09	

# Town of Fortville Redevelopment Commission

Remaining Financial Commitments - TIF (Fund 2216 - Economic Development Operating)

May 14, 2024



Commitment	Pledged	Date Pledged	Paid	REMAINING COMMITMENTS					TOTAL REMAINING
				Year 2024	Year 2025	Year 2026	Year 2027	Years 2028-2039	
SR 67 Traffic Signal & Signage Upgrades @ Maple/Main, Garden/Vitality	\$15,000.00	N/A	\$4,966.15	\$10,033.85	\$0.00	\$0.00	\$0.00	\$0.00	\$10,033.85
Marketing	\$5,000.00	N/A	\$2,809.49	\$2,190.51	\$0.00	\$0.00	\$0.00	\$0.00	\$2,190.51
MVAH/Madison Lofts Bond (Tax Refund)	\$671,300.00	N/A	\$0.00	\$0.00	\$42,820.00	\$44,820.00	\$44,820.00	\$538,840.00	\$671,300.00
INDOT Broadway Streetscape & Redesign - Local Share	\$500,000.00	N/A	\$433,734.14	\$66,265.86	\$0.00	\$0.00	\$0.00	\$0.00	\$66,265.86
RDC Façade Repair Program - Non-allocated funds available for 2024	\$41,504.96	3/22/24	\$0.00	\$41,504.96	\$0.00	\$0.00	\$0.00	\$0.00	\$41,504.96
RDC Façade Repair Program - 115 N. Main St.	\$20,431.00	12/27/23	\$0.00	\$20,431.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,431.00
RDC Façade Repair Program - 222 W. Broadway St.	\$28,199.04	3/22/24	\$0.00	\$28,199.04	\$0.00	\$0.00	\$0.00	\$0.00	\$28,199.04
<b>TOTAL</b>	<b>\$1,281,435.00</b>		<b>\$441,509.78</b>	<b>\$168,625.22</b>	<b>\$42,820.00</b>	<b>\$44,820.00</b>	<b>\$44,820.00</b>	<b>\$538,840.00</b>	<b>\$839,925.22</b>

<b>TOTAL RDC FUNDS:</b>	<b>\$2,307,262.25</b>
<b>TOTAL RDC YEARLY INCOME (2021):</b>	<b>\$889,699.26</b>
<b>TOTAL RDC YEARLY INCOME (2022):</b>	<b>\$1,141,592.90</b>
<b>TOTAL RDC YEARLY INCOME (2023):</b>	<b>\$1,425,263.20</b>
<b>Funds Available for S. Madison Blvd Project &amp; Property Purchase for Economic Dev:</b>	<b>\$2,138,637.03</b>

Prepared by: Adam Zaklikowski, Planning & Building Director



**THE TRIBUNE**  
**THE BANNER**  
**Daily Reporter**  
**The Times-Post**  
 Brown County Democrat

THE REPUBLIC  
 DAILY JOURNAL  
 ADVERTISING INVOICE

1 BILLING PERIOD / DIVISION		2 ADVERTISER/CLIENT NAME	
202404	01-00-1115	Fortville, Town of/L	
23 TOTAL AMOUNT DUE		3 UNAPPLIED AMOUNT	
46.90		25th of month	
21 CURRENT NET AMOUNT DUE		22 30 DAYS	60 DAYS
46.90		0.00	0.00
		OVER 90 DAYS	
		0.00	

4 PAGE	5 BILLING DATE	8 BILLED ACCOUNT NAME AND ADDRESS		9 REMITTANCE ADDRESS
1 of 1	04/30/24	Fortville, Town of/L Attn: Adam Zaklikowski 714 E. Broadway St. Fortville IN 46040		AIM Media Indiana PO Box 3213 McAllen TX 78502-3213
6 BILLED ACCOUNT NUMBER				
G10017322				
7 INVOICE NUMBER				
G10017322 -202404				

TERMS: Due by 25th of month following month of publication.  
 1 1/2% per month (18% per annum) added if payment not received by 30th of month. \$20 Fee charged on returned checks.

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

10 DATE	11 NEWSPAPER REFERENCE	12 13 14 DESCRIPTION OTHER COMMENTS/CHARGES	15 SAU SIZE 16 BILLED UNITS	17 TIMES RUN	18 GROSS AMOUNT	19 NET AMOUNT
04/06/24	Ord:60134515	NOPH - April 18 Daily Reporter, 60 Notices, 6015 Legals  <i>124 E Start purchase Public Hearing Notice ↳ Amending Declaratory Resolutions</i>		1		46.90

**RECEIVED**  
 TOWN OF FORTVILLE  
 MAY - 8 2024  
 714 E. BROADWAY  
 FORTVILLE, IN 46040

RBC

*az*

AGING OF PAST DUE AMOUNTS

21 CURRENT NET AMOUNT DUE	22 30 DAYS	60 DAYS	OVER 90 DAYS	UNAPPLIED DUE	23 TOTAL AMOUNT DUE
46.90	0.00	0.00	0.00		46.90

AIM Media Indiana PO Box 3213, McAllen TX 78502-3213  
 (812) 372-7811

\*UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

25 ADVERTISER INFORMATION			
1 BILLING PERIOD	6 BILLED ACCOUNT NUMBER	7 INVOICE NUMBER	2 ADVERTISER/CLIENT NAME
202404	G10017322	10017322 -202404	Fortville, Town of/L

CUSTOMER COPY

**BOSE  
McKINNEY  
& EVANS LLP**

ATTORNEYS AT LAW

Town of Fortville  
ATTN: Joe Renner  
714 E. Broadway  
Fortville, IN 46040-1550

April 16, 2024  
Invoice No. 878222  
Client Matter No. 023421-0057

**Matter: 124 E. Staat Acquisition**

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Narrative</u>
03/01/24	J. McClellan	0.80	Prepare form of Council Resolution.
03/05/24	A. Intermill	1.20	Review and comment on Phase I report for closing.
03/05/24	T. Ochs	2.70	Finalize review of all diligence documents; prepare for closing; e-mail to opposing counsel.
03/06/24	J. McClellan	0.50	Prepare and send RDC hearing notice to A. Intermill.
03/06/24	T. Ochs	0.70	E-mail to client regarding closing; review correspondence from Seller; review outstanding closing documents list.
03/12/24	J. McClellan	0.90	Prepare and circulate confirmatory resolution.
03/18/24	A. Intermill	1.00	Revise resolutions, notice, and timetable for expanding EDA and send same to A. Zaklikowski.
03/21/24	T. Ochs	0.30	E-mail correspondence regarding closing.
03/26/24	T. Ochs	1.20	Review transaction documents; e-mail to opposing counsel.
03/27/24	T. Ochs	2.80	E-mail correspondence related to closing; review owner's policy; phone call with title company.
03/27/24	E. Bailey	0.30	Review owner's proforma; revise deed.
03/28/24	T. Ochs	3.00	Attend to matters related to closing.

**Sub-Total Fees:** 6,365.00

RDC  
OK  
97

**SUMMARY OF PROFESSIONAL SERVICES**

<b>PROFESSIONAL</b>	<b>HOURS</b>	<b>RATE</b>	<b>AMOUNT</b>
Alex C. Intermill	2.20	505.00	1,111.00
Jacob A. McClellan	2.20	570.00	1,254.00
Erica L. Bailey	0.30	315.00	94.50
Tyler T. Ochs	10.70	365.00	3,905.50
	<u>15.40</u>		<u>6,365.00</u>

**TOTAL CURRENT BILLING: \$ 6,365.00**

**BOSE  
McKINNEY  
& EVANS LLP**

ATTORNEYS AT LAW

Town of Fortville  
ATTN: Joe Renner  
714 E. Broadway  
Fortville, IN 46040-1550

April 16, 2024  
Invoice No. 878222  
Client Matter No. 023421-0057

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**REMITTANCE COPY**

**Matter: 124 E. Staat Acquisition**

Current Billing:	\$	6,365.00
Prior Outstanding Invoices:		0.00
<b>Total Amount Due:</b>	<b>\$</b>	<b><u>6,365.00</u></b>

**PAYMENT OPTIONS:**

**REMIT CHECK TO:**

Bose McKinney & Evans LLP  
111 Monument Circle, Ste. 2700  
Indianapolis, IN 46204

**WIRE AND ACH INSTRUCTIONS:**

Bank: BMO Harris Bank  
ABA No.: 071000288  
Beneficiary: Bose McKinney & Evans LLP  
Account No.: 010075193  
Swift Code: HATRUS44

**Please reference Invoice number and Client Matter number on your payment  
Invoice questions: Contact Betsy Moore at (317) 684-5140 or [bmoore@boselaw.com](mailto:bmoore@boselaw.com)**



**BOSE  
McKINNEY  
& EVANS LLP**

ATTORNEYS AT LAW

Town of Fortville  
ATTN: Joe Renner  
714 E. Broadway  
Fortville, IN 46040-1550

April 16, 2024  
Invoice No. 878218  
Client Matter No. 023421-0044

**Matter: 611-613 E. High Street Acquisition**

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Narrative</u>
03/05/24	J. Antrim	0.20	Attention to property tax issue.

*PDC* *OK*  
*[Signature]* *97*

**Sub-Total Fees:** 69.00

**SUMMARY OF PROFESSIONAL SERVICES**

<b>PROFESSIONAL</b>	<b>HOURS</b>	<b>RATE</b>	<b>AMOUNT</b>
Jacob T. Antrim	<u>0.20</u>	345.00	<u>69.00</u>
	0.20		69.00

**TOTAL CURRENT BILLING: \$ 69.00**

**BOSE  
McKINNEY  
& EVANS LLP**

ATTORNEYS AT LAW

Town of Fortville  
ATTN: Joe Renner  
714 E. Broadway  
Fortville, IN 46040-1550

April 16, 2024  
Invoice No. 878218  
Client Matter No. 023421-0044

**REMITTANCE COPY**

**Matter: 611-613 E. High Street Acquisition**

Current Billing:	\$	69.00
Prior Outstanding Invoices:		0.00
<b>Total Amount Due:</b>	<b>\$</b>	<b>69.00</b>

**PAYMENT OPTIONS:**

**REMIT CHECK TO:**

Bose McKinney & Evans LLP  
111 Monument Circle, Ste. 2700  
Indianapolis, IN 46204

**WIRE AND ACH INSTRUCTIONS:**

Bank: BMO Harris Bank  
ABA No.: 071000288  
Beneficiary: Bose McKinney & Evans LLP  
Account No.: 010075193  
Swift Code: HATRUS44

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**BOSE  
McKINNEY  
& EVANS LLP**

ATTORNEYS AT LAW

Town of Fortville  
ATTN: Joe Renner  
714 E. Broadway  
Fortville, IN 46040-1550

April 16, 2024  
Invoice No. 878219  
Client Matter No. 023421-0046

**Matter: 624 High Street Acquisition**

*RJC* *OK*  
*H* *az*

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Narrative</u>
03/07/24	J. Antrim	0.10	Strategy with A. Intermill on entry issues.
03/18/24	J. Antrim	0.20	Strategy with A. Intermill on funds and status; analyze court order.
03/18/24	A. Intermill	0.40	Attention to judgement from court and payment of settlement to landowners.
03/19/24	J. Antrim	0.10	Analyze email from opposing counsel on payment status.
03/22/24	A. Intermill	0.20	Communications with opposing counsel regarding judgement and payment of settlement amount; email M. Glazier regarding same.
03/28/24	A. Intermill	0.20	Communications with opposing counsel regarding settlement and W-9s.

**Sub-Total Fees:** 542.00

**SUMMARY OF PROFESSIONAL SERVICES**

<b>PROFESSIONAL</b>	<b>HOURS</b>	<b>RATE</b>	<b>AMOUNT</b>
Alex C. Intermill	0.80	505.00	404.00
Jacob T. Antrim	0.40	345.00	138.00
	<u>1.20</u>		<u>542.00</u>

**TOTAL CURRENT BILLING: \$ 542.00**

**BOSE  
McKINNEY  
& EVANS LLP**

ATTORNEYS AT LAW

Town of Fortville  
ATTN: Joe Renner  
714 E. Broadway  
Fortville, IN 46040-1550

April 16, 2024  
Invoice No. 878219  
Client Matter No. 023421-0046

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**REMITTANCE COPY**

**Matter: 624 High Street Acquisition**

Current Billing:	\$	542.00
Prior Outstanding Invoices:		0.00
<b>Total Amount Due:</b>	<b>\$</b>	<b><u>542.00</u></b>

**PAYMENT OPTIONS:**

**REMIT CHECK TO:**

Bose McKinney & Evans LLP  
111 Monument Circle, Ste. 2700  
Indianapolis, IN 46204

**WIRE AND ACH INSTRUCTIONS:**

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**KROHN**  
— ASSOCIATES —  
CPAS AND CONSULTANTS

P.O. Box 247  
Westfield, Indiana 46074


Phone (317) 867-5888  
www.owkcpa.com

INVOICE

Joe Renner, Town Manager  
Town of Fortville  
714 East Broadway  
Fortville, Indiana 46040-1557

RE: TOWN OF FORTVILLE - REDEVELOPMENT COMMISSION

For professional services rendered in connection with general accounting and support services including preparation of the RDC annual report. Includes consultations with Town Officials and preparation for virtual meeting with RDC. Also includes research on sunset dates for the initial Tax Allocation Area (Industrial Park established in 2003 with a 30-year life).

Time summary through:	3/31/2024	 <u>Total Hours</u>
CPAs - Partners		7.50
Project Managers		3.75
Senior Consultants		0.50
Time charges through:	3/31/2024	<u>Total Amount</u>
Standard time charges		\$3,105.00
Out of pocket costs		<u>0.00</u>
INVOICE AMOUNT		<u><u>\$3,105.00</u></u>

2024 hourly billing rates amount to \$210 for Senior Consultant time charges, \$240 for Project Manager time charges and \$280 for CPA - Partner time charges.